

Revised March 2024



**Maryland State  
Employment **W**orks **P**rogram  
Preferred Provider Program**

**Vendor Business Partner  
Policies and Procedures Manual**

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## PROGRAM ELIGIBILITY

### Community Service Providers

#### I. Policy

The following are eligibility requirements for Community Service Providers (CSPs) to participate in the Employment Works Program (EWP).

In accordance with State Finance and Procurement Article 14-101 - 14-108, a CSP is eligible to participate in the EWP if the CSP's net income does not inure in whole or in part to the benefit of any shareholder or other individual, and the CSP is:

- i. Organized under the laws of the United States and the State of Maryland;
- ii. Approved by Division of Rehabilitation Services (DORS), State Department of Education for participation in the EWP;
- iii. Operated in the interests of individuals with disabilities; and
- iv. Wishes to participate in the EWP.

#### II. Procedure

If a CSP wishes to participate in the EWP, it can contact the Maryland Works office for an application package. The application must be filled out in its entirety, and returned to the Maryland Works office with copies of the following (as indicated on the application):

Link to Application - [Vendor Eligibility Requirements | MD Employment Works Program \(mdworks.com\)](http://mdworks.com)

- i. Certificate of Incorporation;
- ii. Constitution and By-Laws;
- iii. Federal Tax Exemption Certificate;
- iv. Description of business/program services, capabilities, and development plans;
- v. Description of population served; and
- vi. Copy of DORS approval [DORS Cooperative Agreement] for participation in the EWP
- vii. Certificate of Good Standing with the State of Maryland
- viii. Current Audited Financial Statement
- ix. Signed Conflict of Interest Policy

The CSP will receive a copy of this Policies and Procedures Manual and two unsigned copies of the EWP CSP Vendor Agreement. Both copies of the Agreement shall be signed and returned to Maryland Works; Maryland Works will execute both copies and return one original to the CSP. It is *mandatory* for all CSPs to have a signed

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agreement on file with Maryland Works before contracts can be assigned under the EWP.

### **III. CSP Program Eligibility Requirements**

Upon receipt of DORS approval for participation in the EWP, copies of the document should be submitted to Maryland Works along with all other applicable documents noted above for application into the program.

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## PROGRAM ELIGIBILITY

### Individual-with-Disability-Owned Businesses

#### I. Policy

The following are eligibility requirements for Individual-with-Disability-Owned Businesses (IDOBs) needed to participate in the EWP.

In accordance with State Finance and Procurement Article 14-101 - 14-108, an IDOB is eligible to participate in the EWP if the IDOB is:

- i. Organized under the laws of the United States and the State of Maryland;
- ii. Approved by the Division of Rehabilitation Services (DORS), State Department of Education for participation in the EWP;
- iii. Operated in the interests of individuals with disabilities; and,
- iv. Wishes to participate in the EWP.

#### II. Procedure

If an IDOB wishes to participate in the EWP, it can contact the Maryland Works office for an application package. The application must be filled out in its entirety, and returned to the Maryland Works office with copies of the following (as indicated on the application):

Link to Application - [Vendor Eligibility Requirements | MD Employment Works Program \(mdworks.com\)](https://mdworks.com)

- i. Certificate of Incorporation;
- ii. Constitution and By-Laws (if applicable);
- iii. Description of business services, capabilities, and development plans;
- iv. Financial Plan, including cash flow projection and source of revenues; and,
- v. Copy of DORS approval for participation in the EWP.
- vi. Good standing with the State of Maryland.
- vii. Financial Statement.
- viii. Signed Conflict of Interest Policy.
- ix. Three (3) business references

The IDOB will receive a copy of this Policies and Procedures Manual and two unsigned copies of the EWP IDOB Vendor Agreement. Both copies of the Agreement shall be signed and returned to Maryland Works, along with confirmation of receipt of the current Policies and Procedures Manual;

Maryland Works will execute both copies and return one original to the IDOB. It is *mandatory* for all IWDOBs to have a signed Agreement on file with Maryland Works before contracts can be assigned under the EWP.

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*Notice: EWP Vendors (CSPs and IDOBs) must remain in good standing with the*

*State of Maryland. CSPs must provide Maryland Works with current/up-to-date DORS Cooperative Agreements as well as consistently providing services through DORS directly to other DORS constituents.*

*The EWP Team at Maryland Works maintains consistent contact with representatives from the Division of Rehabilitation Services to ensure active status.*



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## DISABILITY RATIO POLICY

### I. Policy

EWP contracts held by **CSPs** are required to maintain a disability ratio of **45-49% (employees with disabilities) and 55-51% (employees without disabilities)** ratio of individuals with and without disabilities, applicable to all labor hours based on the sum of all hours for each individual contract held by the vendor.

For an **IDOB** to meet the disability ratio requirements, it must ensure that majority ownership of the business is held by a person or persons with disabilities and maintain **25%** of employees with disabilities applicable to all labor hours based on the sum of all hours for each individual contract held by the vendor.

Note: Labor hours are defined as any/all positions that are priced into the confines of the contract. For more clarification see the procedure below.

### II. Procedure

Each EWP vendor shall calculate percentages of all labor completed by employees with disabilities and employees without disabilities on each individual EWP contract. Each EWP vendor is required to maintain the approved ratio and provide documentation on employee's disability upon request by Maryland Works.

Maryland Works encourages Vendor Business Partners to utilize the Federal Voluntary Self-Identification of Disability form [503 Self-IDForm \(dol.gov\)](https://www.dol.gov/eis/503) and follow all guidelines through the Americans with Disabilities Act [The Americans with Disabilities Act | ADA.gov](https://www.ada.gov/).

*Additionally, vendors for each EWP contract must be able to document sufficient value added to the benefit of people with disabilities.*

For the purposes of disability ratio, labor is defined as: All work/positions priced as a line item in the contract that are required for the preparation, processing and packaging of a commodity or work related to the performance of a service.

All employees, regardless of the presence of a disability, are included in this definition whether full-time, part-time, wage paid-per-hour, or temporary status, etc.

The above definition excludes company/organization staff not accounted for within the confines of the contract such as Job Coaches, Case Managers, Job Developers, Administration, etc.

### III. Exceptions

The State Pricing and Selection Committee may approve exceptions to the disability ratio on a contract with unique circumstances. All requests for a temporary or ongoing exception to the required ratio **must be in writing to the EWP Director or**

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**Maryland Works CEO**, and a written response from Maryland Works must be kept on file by the vendor.

The Pricing and Selection Committee has approved the following factors that can be considered in allowing exceptions to the disability ratio:

- i. Small contracts that only require 2-3 persons for limited working hours;
- ii. Contract opportunities in a new service area or production of a new commodity which requires a startup plan and timelines for a transitional period before meeting disability ratios; and/or
- iii. Contract opportunities which require an expedited start up plan and timelines to transition to required ratio.

***All exceptions to the prevailing ratio will be submitted by Maryland Works and must be approved in writing by the Pricing and Selection Committee on an individual contract basis. Under no circumstances may an EWP vendor fail to meet the prescribed EWP disability ratio requirement without documentation of the Pricing and Selection Committee's approval and provided in writing by Maryland Works.***

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## SUBCONTRACTING POLICY

### I. Policy

Program vendors may enter into subcontracting agreements on EWP contracts for work that the vendor cannot perform, or where such partnerships may advance employment or business ownership among people with disabilities.

The target maximum for subcontracting work is 25% of the total labor hours on any given contract, while keeping in mind the disability ratio requirement.

This requirement provides the opportunity for subcontract work as stated above while serving as mechanism to ensure mission of the program is consistently being upheld. In most instances, subcontract work outside of the EWP program is not focused on disability employment initiatives and ultimately not expanding opportunities for this population.

Any percentage of subcontracted work above 25%, however, must be submitted in writing to Maryland Works and approved by Maryland Works and the Pricing and Selection Committee.

### II. Procedure

The vendor shall notify, in writing, the EWP staff of a situation in which they cannot perform all specifications and will need to subcontract a portion of the work to another vendor.

Maryland Works encourages the primary vendor to subcontract with another EWP vendor where possible. Subcontracting with approved EWP Vendors upholds the mission *to promote economic and workforce strategies that assure full inclusion of people with disabilities or those with other barriers to employment.*

If an approved EWP program vendor is not available, the primary vendor must demonstrate a good faith effort to seek a Minority Business Enterprise (MBE). [Maryland DOT - Certification Management System \(mdbecert.com\)](http://mdbecert.com) If an MBE is not available, a vendor may enter into a subcontract agreement with a commercial vendor.

For all subcontracting, the vendor must obtain up to three (3) *qualified* bids, and as specifically requested by Maryland Works and must accept the bid with the best value<sup>1</sup> of those obtained. Documentation of such bids must be submitted to Maryland Works. *Note:* For more complex contracts such as Total Facilities Maintenance (TFM) requiring a larger amount of subcontract work, Md Works will communicate with state procurement to request additional time to gather appropriate subcontract information.

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<sup>1</sup> Best Value Determination (OSP Procurement Manual)

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If the vendor is unable to obtain three (3) qualified bids due to regional availability of contractors, lack of providers for services, etc., vendor is to communicate in writing to Maryland Works.

When entering a subcontracting relationship with another contractor, the prime and subcontractor must create and sign a subcontract agreement and present that agreement to EWP staff prior to contract presentation and approval by the Pricing and Selection Committee.

When submitting bid proposals that include subcontract work, the prime vendor must:

- i. Provide 3 qualified bid/quotes for each subcontract service.
- ii. Proposed total labor hours for subcontract work.
- iii. Provide all certifications/licenses applicable for subcontractors.
- iv. List all subcontractors, noting whether they are an EWP approved vendor, MBE, or commercial vendor.
- v. If subcontract work is anticipated to go over 25%, provide compelling reasons in writing.
- vi. Subcontract agreement between Prime and Subcontractor

<sup>2</sup>Note: State law requires that contractors and subcontractors pay each covered employee at least the higher of the **State minimum wage** or the minimum Living Wage rate established for the applicable Tier area. The statute applies exclusively to the contractor who has been awarded the State of Maryland Living Wage contract. Any subcontractors that are hired to perform work on the contract must comply with the Living Wage law regardless of their non-profit status. <sup>3</sup> Nonprofits are not exempt from paying Tier 1 Wages as a subcontractor to any State contract. Nonprofits in Maryland are only exempt from paying Tier 1 and Tier 2 wages if they are the Prime holding the contract.

### III. Exceptions

A subcontract agreement that is reached between two EWP vendors will not be subject to the 25% limit on subcontracts if both EWP vendors maintain an appropriate ratio of people with disabilities to people without disabilities.

Any exceptions and/or modifications must be made in writing, submitted to Maryland Works and approved by Maryland Works and the Pricing and Selection Committee as stated above.

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<sup>2</sup> Updated 2/5/24

<sup>3</sup> Maryland Department of Labor – Wage and Hour Investigation

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Determining best value requires weighing the strengths and deficiencies of the technical proposals in relation to the pricing in the financial proposals. The RFP will prescribe the evaluation method used, the criteria used to rank, rate or score proposals, as well as the weighting to be afforded to technical and financial proposals.

The three options are:

- i. Technical and financial factors receive equal weight;
- ii. Technical factors receive greater weight than financial factors; or
- iii. Financial factors receive greater weight than technical factors.

The proposal that is recommended for contract award will always be the overall highest ranked, rated or scored proposal from the combined technical and financial proposal best value determination. This proposal will be determined to be the most advantageous offer to the State.

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## PRIVATE SECTOR CONSULTANT

### I. Policy

EWP vendors may hire private sector consultants for additional expertise in areas such as: technical assistance related to new services, preparation of contract proposals, costing methods, or management. Any hiring of such services, under any circumstances, must be immediately reported in writing to Maryland Works.

### II. Procedure

When an EWP vendor purchases technical assistance for an EWP contract, a written agreement between the vendor and the consultant is required, stating that the consultant agrees not to bid for the same or related state contracts if Maryland Works passes on such contracts through the EWP. This agreement is necessary as the consultant may have access to privileged information and would have an unfair advantage in any subsequent private sector bid. Once the agreement is in place, the consultant may have access to all RFP/specification information as a working partner of the EWP vendor. The consultant must also complete a Conflict-of-Interest form.

*It is the responsibility of the vendor to notify Maryland Works in writing when a consultant or consultants are hired on a specific EWP contract, or in an industry being undertaken or pursued by the EWP vendor ( i.e. Optical Scanning, Unarmed Guard, etc.) The vendor shall immediately submit a copy of the fully executed consultant agreement to Maryland Works. The vendor and the consultant are subject to all EWP policies and procedures.*

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## **CONFLICTS OF INTEREST**

### **I. Policy (See Appendix A)**

The purpose of this policy is to protect the interests of Maryland Works and the Employment Works Program by preventing the personal interests of EWP vendors and end users from interfering with their duties to the organization and avoiding any unethical financial, professional, or political gain on the part of such individuals.

### **II. Procedure**

#### **Duty to Disclose**

All EWP vendors are required to complete annually a Conflict-of-Interest Form (See Appendix I) disclosing any potential conflict of interests without exception. By signing, the vendor understands what constitutes a conflict of interest and understands the procedure for addressing them with Maryland Works, including their duty to disclose any known or potential conflicts of interest.

#### **Investigating Conflicts**

If a potential conflict of interest is disclosed, the Employment Works Program will collect all pertinent information and discern whether a risk exists. If not, the inquiry will be documented but no further action will be taken.

#### **Disciplinary Action**

If it is determined that a conflict of interest exists, there will be appropriate actions taken to address the conflict. This may include a probationary period from obtaining new contracts and/or expulsion from the program. All potential conflicts will be reviewed on a case-by-case basis.

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## EMPLOYMENT DATA REPORT

### I. Policy

All EWP vendors must complete, within the prescribed timeline, the EWP Employment Data Report (EDR). The EDR is statutorily mandated by the State of Maryland and **no exceptions** can be given for either content or deadline for submission of the required data.

Additional reports as may be required by the State of Maryland or Maryland Works in its role as the EWP Coordinating Entity must be completed on a timely basis and no later than the required due date for such reports.

### II. Procedure

Vendors will receive a copy of the EWP Employment Data Report form (electronically) and are required to complete and submit it to Maryland Works by the due date provided by Maryland Works.

Note that individual data sets provided to Maryland Works are reviewed for potential mistakes and then collated into one document that is provided to the State per State program requirements. This document must be provided by the EWP before or by the State's due date; to allow EWP staff time to check and collate individual vendor data. All EWP vendors must provide their individual data before, or by, the deadline provided by Maryland Works. Failure to meet this crucial timeline is one factor considered where more than one vendor is interested in a contract and a vendor decision must be made by EWP staff in consultation with the EWP Vendor Advisory and Selection Committee. In addition, failure to provide data by the Maryland Works deadline may also result in program probation.

As stated prior in the Disability Ratio Policy, labor is defined as: All work/positions priced as a line item in the contract that are required for the preparation, processing and packaging of a commodity or work related to the performance of a service. The employment data report considers all labor when compiling and analyzing EDR data. *Vendor Business Partners are required to pay the wages stipulated in the contract pricing. The state reserves the right to audit at any time, requesting payroll information.*

Within the Employment Data Report:

"Workers" are defined as entry level positions, with no supervisory role.

"Supervisors" are defined as positions that have a supervisor, oversight component, as well as elevated positions for the success of the contract. The above definition excludes company/organization staff not accounted for within the confines of the contract such as Job Coaches, Case Managers, Job Developers, Administration, etc.



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If there is a question of how to categorize employees within the data report, please reach out to an EWP team member.

Below are the data points required to complete the Employment Data Report

**Total Value of Contract Payments for Reporting Period** (Invoice amounts for service performed during the report period. (i.e., Jan-Jun or Jul-Dec) Grand total of 6 months or less if the contract started or expired mid-reporting period.)

**Dollars Subcontracted** (The dollar amounts subcontracted out to EWP Vendors and Non-EWP Vendors; accounted separately)

**Employees with Disabilities**

**Wages Paid to Workers** (Total wages paid out on this contract to Workers with Disabilities. NOTE: Does NOT include supervisor wages paid)

**Total Hours Worked by Workers** (Total hour worked on this contract for Workers with Disabilities. Note: Does NOT include supervisors hours worked)

**Wages Paid to Supervisors** (Total wages paid out on this contract to Supervisors with Disabilities. NOTE: Does NOT include workers wage paid)

**Total Hours Worked by Supervisors** (Total hours worked on this contract for Supervisors with Disabilities. Note: Does NOT include workers hours worked)

**All New Hires** (Total Employees with Disabilities hired during the reporting period.)

**Total Employed During the Reporting Period** (Total number of Employees working on this contract with Disabilities.)

**Full Time** (Total number of employees with Disabilities that work full-time on the contract.)

**Part-Time** (Total number of employees with Disabilities that work part-time on the contract.)

**Promotion** (Of all employees with disabilities who worked on this contract, how many received promotions within? Example: A worker being promoted to a work lead on the same contract.)

**Promotion Outside the Contract** (Of all employees with disabilities who worked on this contract, how many received promotions outside the contract? Example: A worker being promoted to a work lead on a different contract or new employment elsewhere.)

**Employees without Disabilities**

**Wages Paid to Workers** (Total wages paid out on this contract to Workers without Disabilities. NOTE: Does NOT include supervisor wages paid)

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**Total Hours Worked by Workers** (Total hours worked on this contract for Workers without Disabilities. Note: Does NOT include supervisors hours worked)

**Wages Paid to Supervisors** (Total wages paid out on this contract to Supervisors without Disabilities. NOTE: Does NOT include worker wages paid)

**Total Hours Worked by Supervisor** (Total hour worked on this contract for Supervisors without Disabilities. Note: Does NOT include workers hours worked)

**Plan for Improvement (See Appendix B)**

After reviewing the data recorded in the EDR report above, considering the criteria documented in the **disability ratio** and **subcontracting sections**, MD Works Employment Works Program will identify the vendors who are non-compliant in those noted areas. Non-compliant vendors will receive correspondence from MD Works 30 days after the EDR submission due date.

The correspondence will include the details of non-compliant areas as well as put forth the expectations for a Monitoring Plan or **Plan for Improvement** at the discretion of Maryland Works.

**Full Time Equivalents**

*Note: When analyzing the information from the Employment Data Report to determine the number of Full Time Equivalents (FTE) for people with and without disabilities, the total number of labor hours are divided by 30 in accordance with *The State of Maryland Policy for Identifying Full-Time Employees Under the Affordable Care Act Play or Pay Mandate*.*

<sup>4</sup>Full-time employee. The term “full-time employee” in this policy refers to the ACA definition of full-time employee. Under the ACA, a full-time employee is one who is employed an average of 30 or more hours of service per week. This policy adopts 130 hours of service per month as the monthly equivalent of 30 hours of service per week.

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## PROGRAM ADMINISTRATION FEE and BILLING POLICY

### I. Policy

As the Coordinating Entity for the EWP, Maryland Works is paid a program administration fee by the State of Maryland based on a percentage of the billable contract value (as of 2014, the standard percentage is 3.2%). *This fee is paid by the State to the vendor; the cost is passed through the vendor to Maryland Works.*

Note that this program administrative fee is included in the Fair Market Pricing at the time the contracts are priced and approved by the Pricing & Selection Committee.

### II. Procedure

*EWP Invoicing:* It is the responsibility of each vendor to invoice the State after delivery of the contracted commodity or performance of the contracted service.

Invoices to the State are submitted monthly for the previous month's service. Submission of invoices should be made on a timely basis – the *first week of the following month*, and no later than the seventh (7<sup>th</sup>) day of that month. (If the seventh day falls on a weekend or holiday, invoices are due by the next business day.)

The EWP program administrative fee described above is applied to *all approved commodity and/or service contracts and must be included in the vendor's invoice to the State.* As noted above, the standard program administrative fee for Maryland Works is 3.2% although, the Pricing and Selection Committee may approve an alternate percentage (or alternative method) for determining this fee. Any decision to alter the standard program administrative fee must be documented and retained in the vendor's file.

For the 3.2%, note that for every \$10,000 approved reimbursement to the vendor, a \$320 program administration fee is added for the EWP program administrative fee. To calculate the full 3.2% fee for a monthly invoice to the State, divide the entire billable value of the invoice by 1.032 and then multiply by .032.

Please note that program administrative fees do not apply to non-EWP approved vendors; therefore, when determining the correct program administrative fee, do not include billing for subcontracted services to vendors not eligible for EWP contracts.

**A copy of all invoices provided to the State for work in the EWP must be forwarded to Maryland Works at the time the State is invoiced.** There are no exceptions to this requirement.

*EWP Pass-Through:* Copies of the State invoices provided to Maryland Works will be

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used by Maryland Works to create vendor invoices for the pass through program administrative fees owed to Maryland Works.

Copies of State invoices are provided to Maryland Works on the same schedule as noted above for the State – the *first week of the following month after the contracted product or services are provided to the State*, and no later than the seventh (7<sup>th</sup>) day of that month (unless that date falls on a weekend or holiday then the next business day).

**Maryland Works invoices must be paid by vendors within thirty days of receipt of payment from the State for the work.**

*Additional Alternative Work (Add Alts):* Occasionally a state entity will reserve a portion of the full contract value for services that are likely but not certain to be needed. The cost of the services will be separated in the contract from the cost of routine billable services.

As a separate line item on the cost breakdown, the cost of these services is, in effect, held in reserve, and not included in the monthly billing until the purchaser/end user specifically requests the service be performed. At that time, the vendor will alert Maryland Works of the service performed and the cost of the add alt along with the program administration fee, if applicable, for that service will be added to the next monthly billing to the State. The program administration fee for an add alt is calculated with the same percentage (or by the same method) as all other applicable services on the contract.

### **III. Exception**

The program administrative fee is not applicable to subcontracts where the subcontracting vendor is not an EWP eligible vendor.

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## <sup>5</sup> Oversight and Monitoring

### I. Policy:

#### Quality Assurance

##### What Is Quality Assurance?

The quality assurance process helps a business ensure its products meet the quality standards set by the company or its industry. Another way to understand quality assurance (QA) is as a company's process for improving the quality of its products.

Quality assurance can be defined as "part of *quality management* focused on providing confidence that *quality requirements* will be fulfilled." The confidence provided by quality assurance is twofold—internally to management and externally to customers, government agencies, regulators, certifiers, and third parties. An alternate definition is "all the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality.

Many businesses view their QA program as a promise to internal stakeholders and customers that the company will deliver high-quality products that provide a positive user experience.

##### Standard Quality Assurance Model



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## **Employment Works Program Quality Assurance**

The Employment Works Program at Maryland Works was established under State Finance & Procurement Article (14-108) as a procurement preference provider program that creates and coordinates quality employment opportunities for individuals with disabilities, community service providers, and individuals with a disability who own their own business. The Employment Works Program (EWP) facilitates the distribution of procurement contracts for supplies and services among community services providers and individuals with disabilities who own their own business.

### **II. Procedure**

#### **Annual Site Visit**

Contracts Coordinators are responsible for conducting annual site visits at the beginning of each contract term. For example, a contract of a three (3) year duration, beginning March 1, 2024, will require an annual site visit every year on March 1<sup>st</sup>. For contracts that are new to the program

1<sup>st</sup> yr March 1, 2024 to February 28, 2025

2<sup>nd</sup> yr March 1, 2025 to February 28, 2026

3<sup>rd</sup> yr March 1, 2026 to February 28, 2027

#### **Site visit**

For contracts that are new to the program, Contracts coordinator should contact the End – Users using the excerpt below to initiate QA awareness and communication.

*Please notify me at this email or at 888-888-8888 if there are any performance issues within the first 6 months of the contract term. After 6 months you will receive an invitation to a virtual meeting with a form to complete as well regarding QA and performance. Our goal at Maryland Works is to maintain communication to ensure that all contract deliverables are met.*

These visits provide insight into the quality of service being provided by the Vendor Business Partners within the Employment Works Program (EWP). Furthermore, site visits serve as an opportunity for Contracts Coordinators to interact with End - Users in person; such interactions enable the Employment Works team members to foster and maintain relationships with our stakeholders on the state side.

- a. Prior to the site visit, Contracts Coordinators are to contact the procurement officers and Contract Managers to schedule the visit.

b. During the site visit, coordinators should interact with the End – Users and gather feedback about the quality of service from the Vendor Business Partners.

c. Coordinators are to conduct walk throughs to examine the work being performed and document their feedback using the template in **Section A** of this document. The feedback gathered from the site visits should reflect the contract coordinators’ observations and the end -users’ input.

**Section A** houses the template to be utilized during the Annual site visits. There are six areas of examination and an average, below average, and above average rating scale displayed on the top row of the table. Additionally, there is a space for notes to provide an explanation for each score.

**Section A: Annual Site Visit Template**

<b>1 = Below Average   2 = Average   3 = Above Average</b>	
1. Onsite supervisor’s (if applicable) ability to manage the team effectively.	Score: Notes:
2. The service being carried out as defined in the Scope of Work	Score: Notes:
3. Staffing for the contract being in accordance with the Scope of Work.	Score: Notes:
4. The staffing for the contract being in accordance with the Employment Works disability ratio requirements.	Score: Notes:
5. Issues presented to the vendor being rectified promptly and effectively.	Score: Notes:
6. The overall quality of the service.	Score: Notes:
<b>Total Score:</b>	<b>_____ /18</b>

**MD Works Staff / Print Name/Date**

**MD Works Staff / Signature/Date**

**On-site Personnel / Print Name/Date**

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## Semiannual QA Virtual Follow - Up

Contract Coordinators are responsible for reaching out to End – Users (procurement officers & Contract Managers) at the six (6) month mark of the contract term to assess the quality of services being provided by the EWP Vendor Business Partners.

1<sup>st</sup> yr March 1, 2024 to February 28, 2025

\*Semiannual QA Virtual Follow – Up would take place September 1<sup>st</sup>.

Below are some things to consider when reaching out to End – Users.

- a. When sending the six (6) month check – in, please include both the procurement officer and contract manager in the email.
- b. Provide a timeline in which you expect to receive a response to the email.
- c. Utilize the email template in **Section B** when reaching out to End – Users.



**Section B: Semi Annual QA Virtual Follow - Up - template**

{End User},

It has been {90 days/ 6 months} since the contracted work below has started through the Employment Works Program, and as the Coordinating Entity for the contract, I am reaching out to survey the work being performed.

Contracting Agency: State Highway Administration  
 Contracted Services: Landscaping  
 Contract Location: District 4 Hunt Valley, 320 W. Warren Rd.  
 Current Contract Term: March 1, 2015 to February 28, 2018

<b>1 = Below Average   2 = Average   3 = Above Average</b>	
Onsite supervisor's (if applicable) ability to manage the team effectively.	Score: Notes:
The service being carried out as defined in the Scope of Work	Score: Notes:
Staffing for the contract being in accordance with the Scope of Work.	Score: Notes:
The staffing for the contract being in accordance with the Employment Works	Score: Notes:
Issues presented to the vendor being rectified promptly and effectively.	Score: Notes:
The overall quality of the service.	Score: Notes:
<b>Total Score:</b>	<b>_____ /18</b>

At your earliest convenience, please provide me with an update on the quality of work being performed on this contract. I am interested in gaining information pertaining to but not limited to: Thank you for your feedback and please note you do not have to wait until receiving our correspondence to address an issue. It is a priority of Maryland Works and the Employment Works Program to ensure that we are consistently supporting all parties involved in this work, creating dialogues that will lead to successful outcomes.

Please bring any immediate concerns to me, {contractor coordinator email}, so that we may attend to it quickly.

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## Documentation

- a. Upon the completion of the annual site visit and six (6) month check – in, the entire Quality Assurance process SHOULD BE DOCUMENTED in the contract folders labeled QA in SharePoint.

## Analyze feedback.

- a. Once feedback is received, analyze the results, and determine a way forward. If feedback is positive, contact the vendor business partner and share this feedback.
- b. When QA results call for improvement in service provision, coordinate a meeting with the Vendor Business Partner to go over results and develop an action plan.

## Action plan development and implementation process

- a. Once you have met with the Vendor Business Partner to convey the results of the Quality Assurance analysis, provide the vendor with the action plan template in **Section C.**
- b. The vendor Business Partner will have **five (5)** business days to complete the corrective action plan template and send it back to their designated Contracts Coordinator.
- c. Corrective Action Plans will be filled in the contract QA folders in SharePoint.

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**Section C: Action Plan**

General Information	
Vendor Business Partner:	
Action Plan Title:	
Action Plan monitor (Vendor Business Partner):	
Priority (Critical, High, Medium, Low):	
Project Change request Necessary (Yes / No):	
Expected Action Plan Implementation Date:	
Actual Date Implemented:	
Action Information	
Issue or Problem Definition (be specific and quantify if possible):	
Action Steps (What steps must be taken to implement corrective action plan?):	
Resources (What specific resources are needed to implement action plan?):	
Improvement Metric and Timeframe:	
Implementation Verification (Monitoring and Evaluation):	

The internal quality Assurance policy will enable Maryland Works to support the Vendor Business Partners to be as successful as they can be. With that, the Maryland Works team will hold a recurring meeting to revise and update this document accordingly.

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## **Vendor Contract Bid Proposal**

### **I. Policy**

All vendors are required to submit contract bid proposals to the EWP; these proposals must include at minimum, the **cost breakdown & labor breakdown**. This is required for any contract a vendor wishes to pursue, **whether for work new to the EWP or for work continuing under the program**.

<sup>6</sup>Required timeframe for bid proposals:

- New Opportunities – 10 Days after the site visit, providing The State has answered all pertinent questions.
- In Program – 10 Days after receiving the new, complete SOW from Contract Coordinator, providing The State has answered all pertinent questions.

This policy is intended to ensure that the vendor can identify a plan and to demonstrate proficiency in providing the product(s) and/or service(s) required under the contract and a full understanding of the cost implications of the work to be performed.

Maryland Works may request additional portions of the Bid Proposal during the bid process for justification if needed.

### **II. Procedure**

All EWP Bid Proposals shall represent the EWP vendor's proposal for performing the contract and shall be consistent with the following format:

- i. Narrative – Required for contract proposals for work new to the EWP and specifically addresses the RFP, including how the vendor plans to implement the contract.
- ii. Capability/Background (For new contracts into the EWP) – This is especially important for contract proposals where the work is new to the EWP:
- iii. Vendor's capability statement targeted to the type of contract (i.e. janitorial, wood products, etc.); along with applicable Licenses and Certifications necessary to provide proposed service.
- iv. Background information including: staff, equipment, financial capability, experience (business history) and workers (client ability). Organizational chart may be requested for contracts of a larger magnitude (vendor would be informed initially if this is a necessary component).
- v. Cost Bid Proposal – Required for all contracts.

All EWP Cost Formats shall represent the vendor's actual cost for performing the contract and shall be consistent with a format appropriate to the specific commodity or service being provided.

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<sup>6</sup> Updated 2/5/24

## Bid Proposal Overview

Below are required components of the Contract Bid Proposal that are to be included as needed.

*Contract Data Information* - Escalation per Year (supplies, add alts, subcontract work), Positions needed to fulfill contract, Wage escalation, Wages per Year.

Proposal Template						
Contract Name:						
Vendor:						
Contract Term:						
Contract Length (Including Optionals):						
Escalation Per Year	Year 1	Year 2	Year 3	Year 4	Year 5	
		0.00%	0.00%	0.00%	0.00%	
Wage Per Year						
Wage Escalation	Position	Year 1	Year 2	Year 3	Year 4	Year 5
	Position 1	\$ -	\$ -	\$ -	\$ -	\$ -
4%	Position 2	\$ -	\$ -	\$ -	\$ -	\$ -
	Position 3	\$ -	\$ -	\$ -	\$ -	\$ -
	Position 4	\$ -	\$ -	\$ -	\$ -	\$ -
	Position 5	\$ -	\$ -	\$ -	\$ -	\$ -

## Labor Breakdown

Labor Costs - Total # of Positions, Wages, Hours a day, Days Worked

Employee Benefits - Paid holidays, Paid vacation, Sick & Safe, Employee Taxes (SUTA, FUTA, FICA), Insurance (Workers Comp, Health insurance).

Year 1	Labor				Employee Benefits				Taxes				Insurance			Year 1 Total				
	Position	Wage	Hours a Day	Days Worked	Total Cost Labor	Holidays Paid Per Year	Holiday Wages	Vacation Days Paid Per Year	Vacation Wages	Sick & Safe (per 631, max 1200hr) 3.30%	Taxable Wages	SUTA 2.50%	FUTA 0.60%	FICA 7.65%	Taxes Total		Workers Comp. 2.00%	Receive Insurance (Yes/No)	Health Insurance or ACA \$2.50 Per/Pr.	Insurance Total
0	Position 1	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	-	0 Days	-	-	-	-	-	-	-	No	\$	-	-	
0	Position 2	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	-	0 Days	-	-	-	-	-	-	-	No	\$	-	-	
0	Position 3	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	-	0 Days	-	-	-	-	-	-	-	No	\$	-	-	
0	Position 4	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	-	0 Days	-	-	-	-	-	-	-	No	\$	-	-	
0	Position 5	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	-	0 Days	-	-	-	-	-	-	-	No	\$	-	-	
	Subtotal Wages				\$ -					Subtotal	\$ -			Subtotal	\$ -			Subtotal	\$ -	\$ -
Year 2	Labor				Employee Benefits				Taxes				Insurance			Year 2 Total				
	Position	Wage	Hours a Day	Days Worked	Total Cost Labor	Holidays Paid Per Year	Holiday Wages	Vacation Days Paid Per Year	Vacation Wages	Sick & Safe (per 631, max 1200hr) 3.30%	Taxable Wages	SUTA 2.50%	FUTA 0.60%	FICA 7.65%	Taxes Total		Workers Comp. 2.00%	Receive Insurance (Yes/No)	Health Insurance or ACA	Insurance Total
0	Position 1	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 2	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 3	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 4	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 5	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
	Subtotal Wages				\$ -					Subtotal	\$ -			Subtotal	\$ -			Subtotal	\$ -	\$ -
Year 3	Labor				Employee Benefits				Taxes				Insurance			Year 3 Total				
	Position	Wage	Hours a Day	Days Worked	Total Cost Labor	Holidays Paid Per Year	Holiday Wages	Vacation Days Paid Per Year	Vacation Wages	Sick & Safe (per 631, max 1200hr) 3.30%	Taxable Wages	SUTA 2.50%	FUTA 0.60%	FICA 7.65%	Taxes Total		Workers Comp. 2.00%	Receive Insurance (Yes/No)	Health Insurance or ACA	Insurance Total
0	Position 1	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 2	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 3	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 4	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 5	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
	Subtotal Wages				\$ -					Subtotal	\$ -			Subtotal	\$ -			Subtotal	\$ -	\$ -
Year 4	Labor				Employee Benefits				Taxes				Insurance			Year 4 Total				
	Position	Wage	Hours a Day	Days Worked	Total Cost Labor	Holidays Paid Per Year	Holiday Wages	Vacation Days Paid Per Year	Vacation Wages	Sick & Safe (per 631, max 1200hr) 3.30%	Taxable Wages	SUTA 2.50%	FUTA 0.60%	FICA 7.65%	Taxes Total		Workers Comp. 2.00%	Receive Insurance (Yes/No)	Health Insurance or ACA	Insurance Total
0	Position 1	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 2	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 3	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 4	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 5	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
	Subtotal Wages				\$ -					Subtotal	\$ -			Subtotal	\$ -			Subtotal	\$ -	\$ -
Year 5	Labor				Employee Benefits				Taxes				Insurance			Year 5 Total				
	Position	Wage	Hours a Day	Days Worked	Total Cost Labor	Holidays Paid Per Year	Holiday Wages	Vacation Days Paid Per Year	Vacation Wages	Sick & Safe (per 631, max 1200hr) 3.30%	Taxable Wages	SUTA 2.50%	FUTA 0.60%	FICA 7.65%	Taxes Total		Workers Comp. 2.00%	Receive Insurance (Yes/No)	Health Insurance or ACA	Insurance Total
0	Position 1	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 2	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 3	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 4	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
0	Position 5	\$0.00 /Hr	0.00 Hr./Day	0 Days/Year	-	0 Days	\$	0 Days	\$	-	-	-	-	-	-	No	\$	-	-	
	Subtotal Wages				\$ -					Subtotal	\$ -			Subtotal	\$ -			Subtotal	\$ -	\$ -
Labor Total																				
Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total														
Labor Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -														
Benefits Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -														
Tax Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -														
Insurance Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -														
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -														







## Heavy Equipment

Vendors must provide a detailed list, including:

*Equipment description* - (make, model, year), Quantity, Equipment Cost, Useful life. (Utilize "Straight-Line" depreciation), Total % used on contract.

*Maintenance* - Total maintenance for upkeep, Gas Costs, Total cost of gas per year.

Heavy Equipment Used on Contract							
Equipment Description	Make	Year	Qty	Equipment Cost	Useful Life	% of use on this Contract	Total Cost Per Year
			0	\$ -	0 Yr. Life	0%	\$ -
			0	\$ -	0 Yr. Life	0%	\$ -
			0	\$ -	0 Yr. Life	0%	\$ -
			0	\$ -	0 Yr. Life	0%	\$ -
			0	\$ -	0 Yr. Life	0%	\$ -
Total Per Year							\$ -
Total Contract Cost							\$ -

Heavy Equipment Maintenance and Other				
Equipment Description	Maintenance Per Year	Other Cost Per Year	% of use on this Contract	Total
0	-	-	0%	-
0	-	-	0%	-
0	-	-	0%	-
0	-	-	0%	-
Total Per Year				\$ -
Total Contract Cost				\$ -

Heavy Equipment Cost of Gas				
Equipment Description	Estimated Acers Per Year	Acers Per Gallon	\$ Per Gallon	Total
0	-	0 APG	\$0.00 PG	-
0	-	0 APG	\$0.00 PG	-
0	-	0 APG	\$0.00 PG	-
0	-	0 APG	\$0.00 PG	-
Total Per Year				\$ -
Total Contract Cost				\$ -

Equipment Cost	Per Year	Total Contract
Equipment Weighted Cost	-	-
Equipment Mantance and Othe	-	-
Equipment Cost of Gas	-	-
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>

## Transportation

Vendors must provide a detailed list, including:

Equipment description (make, model, year), Quantity, Equipment Cost, Useful life. (Utilize “Straight-Line” depreciation), Total % used on contract.

Insurance and Maintenance- Insurance per year, Total maintenance for upkeep, Gas Costs, Estimated milage per year, Miles per gallon. Cost per gallon.

Vehicles Used on Contract						
Vehicle Description	Make	Year	Qty	Vehicle Cost	Useful Life	Total Cost Per Year
			0	\$ -	0 Yr. Life	\$ -
			0	\$ -	0 Yr. Life	\$ -
			0	\$ -	0 Yr. Life	\$ -
			0	\$ -	0 Yr. Life	\$ -
			0	\$ -	0 Yr. Life	\$ -
Total Per Year						\$ -
Total Contract Cost						\$ -

Vehicle Insurance, Mantance and Other						
Vehicle Description	Insurance Per Year	Registration Cost Per Year	Repairs / Maintenance Per Year	Other Cost Per Year	% of use on this Contract	Total
	0	-	-	-	0%	-
	0	-	-	-	0%	-
	0	-	-	-	0%	-
Total Per Year						\$ -
Total Contract Cost						\$ -

Vehicle Cost of Gas					
Vehicle Description	Estimated Mileage Per Year Per Vehicle	Miles Per Gallon	\$ Per Gallon	Total	
	0	0 MPG	\$0.00 PG	-	
	0	0 MPG	\$0.00 PG	-	
	0	0 MPG	\$0.00 PG	-	
Total Per Year					\$ -
Total Contract Cost					\$ -

Vehicle Cost	Per Year	Total Contract
Vehicle Weighted Cost	-	-
Vehicle Insurance, Mantance and Other	-	-
Vehicle Cost of Gas	-	-
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>

Vehicle Maintenance					
Maintenance	Projected Miles Per Year	Miles Freq.	Cost	Frequency Per Year	Cost Per Year
Oil Change	0 MPY	7,500	\$ -	0.00	\$ -
Air Filter	0 MPY	30,000	\$ -	0.00	\$ -
Fuel Filter	0 MPY	30,000	\$ -	0.00	\$ -
Battery	0 MPY	5 Years	\$ -	0.20	\$ -
Brake Fluid	0 MPY	40,000	\$ -	0.00	\$ -
Break Pads	0 MPY	45,000	\$ -	0.00	\$ -
Break Rotors	0 MPY	60,000	\$ -	0.00	\$ -
Coolant	0 MPY	60,000	\$ -	0.00	\$ -
Transmission Fluid	0 MPY	60,000	\$ -	0.00	\$ -
Tires	0 MPY	60,000	\$ -	0.00	\$ -
Power Steering Fluid	0 MPY	75,000	\$ -	0.00	\$ -
Spark Plugs	0 MPY	90,000	\$ -	0.00	\$ -
Timing Belt	0 MPY	90,000	\$ -	0.00	\$ -
Other Maintance	0 MPY	0	\$ -	0.00	\$ -
Total					\$ -

Transportation costs to-and-from a single worksite are generally not reimbursed on contracts through the EWP. However, transportation costs are allowed in some cases.



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## **Cost Breakdown**

Transfer all information above to appropriate cost breakdown location except for:

### *Overhead*

Includes such applicable indirect costs as incidental supplies, indirect labor, insurance, rent, electricity, postage, office expenses, telephone, marketing, licenses, accounting, printing, office cleaning, general liability insurance, and general and administrative (indicate percentage of labor and amount).

### *EWP Program Fee*

Utilize the percentage set by the State, which, as noted, was determined in 2014 at 3.2% of contract value. The State has Discretion to set an alternative percentage or alternative method in determining the EWP program administrative fee on specific contracts.

Note: The EWP program administrative fee is included as a cost to the State and passed through the vendor as part of the total contract cost. All State invoices must include the applicable Maryland Works program administrative fee and must reimburse this fee to Maryland Works in a timely manner as discussed above. The program administrative fee is not applied to subcontracting vendors that are not eligible EWP vendors.

### *Other Associated Contract Costs*

Other costs associated with a contract may be billable as described below. Please note that billing for these costs is based on multiple factors and any special circumstances must be approved by the EWP.

If required in the specifications, uniforms may be billable; however, vendors must provide three quotes in writing.

Subcontracting (i.e. windows, blinds, special floor work, etc.).

Leasing (i.e. phones, communication equipment, etc.).

Handling fees (for example, fee for mulch and chemicals in landscaping contracts where delivery and storage are needed).

Warehouse/Material Storage (when keeping an inventory is required by the contract specifications).

Credit Line (if applicable).

Contract Breakdown Total Contract		Total
Labor Total	\$	-
Paid Leave	\$	-
Taxes	\$	-
Workers Comp & Medical	\$	-
Supplies	\$	-
Equipment	\$	-
Heavy Equipment	\$	-
Vehicle (All expenses included)	\$	-
Overhead 0%	\$	-
Other	\$	-
<b>Subtotal</b>	\$	-
3.2% Program Fee	\$	-
Add Alt. & RS Prime Vendor	\$	-
Subcontract Prime Vendor (includes fee)	\$	-
Add Alt. & RS Non-Prime Vendor	\$	-
<b>Total Contract</b>	\$	-

**Please Note:** Completion of the EWP cost analysis and approval by the Pricing and Selection Committee of the contract does not replace the vendor's responsibility to submit its own Contract Bid Proposal and cost analysis based on the scope of work provided by the state agency. It is incumbent upon the vendor to review the EWP analysis in a timely manner prior to concurring to ensure greater accuracy.

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## **Affidavits (Appendix C)**

### **I. Policy**

Maryland Works facilitates the completion/signing of 5 affidavits on behalf of procurement that are required to be signed prior to the contract award.

### **II. Procedure**

Maryland Works will send the below affidavits to each vendor at the time of concurrence request for a contract. These forms are to be signed by the designee for the business/organization and sent back to Maryland works within 3 business days.

All Affidavits below are required for new contracts. Only the Bid/Proposal Affidavit is required for contract renewals, modifications, and extensions.

- i. Conflict of Interest Affidavit
- ii. Disclosure
- iii. Bid/Proposal Affidavit
- iv. Maryland Living Wage Affidavit
- v. Mercury Affidavit
- vi. Contract Affidavit

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## TERMINATING CONTRACTS

### I. Policy

Program vendors may express the desire to terminate an EWP contract by notifying Maryland Works. Pursuant to the EWP Provider Agreement, notice must be provided to the EWP a minimum of one-hundred-eighty days (180 Days/6 Months) in advance of terminating a contract and must be provided in writing. Some contracts, because of their complexity, scope, unique circumstances, or other factors may require a longer termination notice. As appropriate, any additional factors that may be material to a termination may be considered.

Ultimately, the **final decision to allow for termination of a contract will be determined by state procurement.**

Note that the exiting EWP vendor may be responsible for reimbursement of any cost incurred by the State or the Coordinating Entity in having to replace a vendor (please see below).

### II. Procedure

In the event that the EWP vendor wishes to discontinue providing services or commodities under an individual contract prior to its termination date, or elects not to pursue renewal of a contract before or after it has expired, a vendor shall provide written notice to both the EWP and the State of Maryland contact, at the earliest possible time - pursuant to any notice provisions of the specific contract and/or state procurement procedures - but no less than a minimum of One Hundred Eighty Days (180 Days/6 Months) notice in order to provide adequate time to obtain a replacement vendor. If provisions of the specific contract, state procurement procedures, or practical issues relating to vendor replacement require more than a 90 days' notice, the vendor shall provide the EWP with the same.

As noted above, the requirement of a (minimum) One Hundred Eighty Days (180 Days/6 Months) notice is to allow time to identify an alternative EWP (or failing that, an MBE or commercial) vendor. However, should a replacement vendor not be found within the program, or should the State be forced to solicit bids on the open market for any reason, the State may require the exiting vendor to pay the difference between the fair market price and the open market price. While not generally exercised by the State, it is crucial that vendors be aware that any costs incurred – including pricing differences between fair and open market rates - can be charged to the exiting vendor.

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## **<sup>7</sup>Incumbent EWP Vendor Contract Renewal**

### **I. Policy**

The term "incumbent vendor" refers to the current or existing EWP Vendor who holds a contract for providing goods or services to The State of Maryland. In the context of contract work, it typically means the vendor that currently has the contract and is already providing the required products or services to the State.

Outside of the Preference Purchasing Program within the open market, contracts automatically go out for competitive bid at contract renewal. Within the Employment Works Program, the incumbent vendor can continue to subsequent contract terms (with no duration cap), providing the service is to the satisfaction of the purchaser.

The termination of a contract and/or retaining the incumbent vendor is ultimately based on the satisfaction of The State with the Contractor's performance during the current contract period well as an analysis of the State's needs. For reference, this is noted in The Maryland State Procurement Manual below.

**<sup>8</sup>8.2.6 Termination for Default (for Cause)** The Termination for Default provision is a mandatory provision for all procurement contracts. This provision allows the State to terminate a contract when the contractor fails to perform its contractual obligations. This provision allows the State to terminate the contract but does not provide the same right to the contractor. While a contractor may submit a contract claim against the State, as described above, it cannot terminate the contract. Termination for Default is a powerful provision, the exercise of which may have significant legal and operational consequences. The procurement officer should seek guidance from their AAG before exercising this right.

**8.2.7 Termination for Convenience** Even when no event of default exists, the State has the right to terminate "for convenience" if such termination is in the State's best interest. Similar to the Termination for Default provision, the Termination for Convenience provision is a unilateral State right. Exercising the State's right to terminate a contract for convenience may have significant legal and operational consequences. Accordingly, the procurement officer should seek guidance from their AAG prior to exercising such right.

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<sup>7</sup> Updated Feb. 2024

<sup>8</sup> Maryland State Procurement Manual - 8.2.6, 8.2.7 [procurement.maryland.gov/mpm-8-contract-administration-process/](https://procurement.maryland.gov/mpm-8-contract-administration-process/)  
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## II. Procedure

Maryland Works performs consistent Quality Assurance measures at a minimum of two (2) times per year throughout the duration of the contract noted in section Oversight and Monitoring (pages 20-26), to support the success of the contract. A final quality assurance assessment will be facilitated by MD Works at the onset of the contract renewal process to determine The State's satisfaction with the incumbent vendor and determine action forward for contract renewal.

If The State makes the decision to not move forward with the incumbent vendor, there should be no surprises to the Vendor Business Partner and Maryland Works, proper notification and documentation must be in place. As stated above in the excerpt from the Maryland State Procurement Manual, terminating a contract is a powerful and serious provision. In a scenario such as this, Maryland Works will work with and advocate for The Vendor Business Partner to ensure the proper measures were followed on the part of procurement as well as appropriate legal guidance was sought out.

If the incumbent vendor will not have the opportunity to bid on the renewal at The State's discretion, Md. Works will verify and request documentation if necessary to substantiate the decision.

<sup>9</sup>8.2.2 Corrective Action Plans If the (State) contract monitor identifies any deficiencies in a contractor's performance, the (State) contract monitor in consultation with the procurement officer and the MBE Liaison officer where applicable, may request a corrective action plan from the contractor. The procurement officer should provide a draft cure notice for internal and AAG review before release. If the deficiencies are considered material, the (State) contract monitor and procurement officer may require a corrective action plan prior to imposing liquidated damages or performance guarantees, based upon the requirements of the contract.

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<sup>9</sup> Maryland State Procurement Manual - 8.2.2 [procurement.maryland.gov/mpm-8-contract-administration-process/](https://procurement.maryland.gov/mpm-8-contract-administration-process/)  
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## MARKETING PREFERENCE (Appendix D)

### I. Policy

Eligible EWP vendors may receive "marketing preference" on a program contract if: (1) marketing occurred prior to notice of the opportunity to the EWP; (2) the marketing activity is documented in writing; and, (3) the documentation is submitted to the EWP.

### II. Procedure

"Marketing effort" is defined by the EWP as: (1) contact by the selling entity with the purchaser; and, (2) presentation of the selling entity's capabilities directly to the purchaser related to a specific potential service or commodity contract (identified by name and or ID number).

Note that marketing effort does not automatically guarantee that the contract will be awarded to the program vendor that made the marketing effort.

While an EWP vendor that pursues an opportunity through a marketing effort is *given a preference* for the contract within the program, the vendor is not given a guarantee for the marketed contract; this must be made clear to the purchaser. The EWP vendor must emphasize that it is a single vendor and is neither pre-approved nor pre-selected for the contract. Rather, the final selection of an EWP vendor is determined by EWP staff in consultation with the EWP Advisory and Vendor Selection Committee and subject to any policies or guidelines set by the Pricing and Selection Committee.

Individual vendors and their agents are prohibited from representing the EWP. An EWP vendor or its agent cannot imply (directly or indirectly), insinuate, or otherwise represent itself to be speaking for, or acting on, behalf of the Employment Works Program.

None of this section is meant to discourage EWP vendors from marketing products and services directly to purchasers. Certainly, there is no prohibition on the purchaser notifying the EWP vendor as to the budget ranges affecting the contract. However, vendors may not discuss or attempt to negotiate contract pricing with the purchaser.

Once interest has been established with the purchaser, the vendor must document its marketing effort using the EWP Marketing Effort Form (Appendix K) or within an email incorporating the same information as required on the form. The form or email must be presented or sent as quickly as possible to the EWP. Upon receipt and review, the EWP will send a written response to the vendor, if applicable, that a marketing effort has been recognized.

Note, however, that when the contract assignment decision is made, all relevant factors are considered in the same manner as in any other contract assignment. As noted already, marketing preference does not guarantee contract assignment to the

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vendor that made the marketing effort. Thus, a vendor with marketing preference must still complete a proposal, provide cost justification and be capable of performing the specifications of the contract.

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## VENDOR SELECTION CRITERIA FOR MULTIPLE VENDOR INTEREST

### Vendor Advisory Selection Committee

#### I. Policy

One EWP vendor is selected as a prime vendor to complete each contract processed under the EWP. Where applicable, subcontracting relationships with EWP vendors are also encouraged.

When multiple prime vendor candidates submit contract proposals for a specific contract, EWP staff will present vendor proposals and comparative analyses of those proposals to the EWP Vendor Advisory and Selection Committee. Note that only vendors in good standing (*no corrective actions within one year, current cooperative agreement with DORS, no Plans for Improvement within one year*) with the program will be considered.

After the EWP Vendor Advisory and Selection Committee evaluates the proposals (along with all other relevant documentation and factors as set out below), the Committee will submit its recommendation and a vendor is selected. The selection of the vendor is done prior to the contract being presented to the Pricing and Selection Committee. As in all cases, the vendor and purchaser will be required to provide concurrence on the pricing before the contract is presented to the Pricing and Selection Committee.

#### II. Procedure

##### Site Visit

The Maryland Works contract coordinators associated with the vendors interested in the contract will coordinate a site visit at the location for services to be delivered.

Each vendor is to complete their contract bid on the Maryland Works issued template [Bid Template.xlsx](#) within 10 business days of the site visit.

##### The Vendor Advisory and Selection Committee Meeting

Once Maryland Works has received all bids for the proposed contract, the appointed Contract Coordinator will coordinate a Vendor Advisory Selection Committee meeting with all committee members, associated Contract Coordinators, and the Director of the Employment Works Program.

As of April 2023, the current Committee members are:

##### EWP Advisory & Vendor Selection Committee

###### Voting Members

James Padgette [James.Padgette@sheppardpratt.org](mailto:James.Padgette@sheppardpratt.org)

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Don Watts [DWatts@thearcbaltimore.org](mailto:DWatts@thearcbaltimore.org)

Curtis Salter, MS, RBSM [CSalter@didlake.org](mailto:CSalter@didlake.org)

Mike Walbert [mwalbert@arcsomd.org](mailto:mwalbert@arcsomd.org)

Jeff Edwards [jedwards@iscan.com](mailto:jedwards@iscan.com)

Stand-In Member (in the event of a voting member having a contract up for vote, the vendor must to recuse themselves and the stand in will be called upon to ensure quorum)

John Finnegan [johnatstrongdeedsmd@gmail.com](mailto:johnatstrongdeedsmd@gmail.com)

In preparation for the meeting, the appointed Contract Coordinator will:

- i. Perform fair market pricing.
- ii. Facilitate the completion of the Vendor Comparative Analysis.
- iii. Facilitate the completion of The Marketing Effort Form if applicable (See Marketing Effort Section).
- iv. Email to the committee members, a copy of each vendor bid proposal, MD Works fair market pricing, the Scope of Work, the Vendor Comparative Analysis and The Marketing Effort Form (if applicable), one week prior to the meeting.

The appointed contract coordinator will objectively and factually present the Comparative Analysis to the committee during the meeting. (Note: The vendors being discussed will not be referred to by name for the sake of equity. They will be referred to as Vendor A, Vendor B, Vendor C. etc.).

### **The Vendor Comparative Analysis (see form below)**

A vendor will be selected for an EWP contract by the Vendor Advisory Selection Committee through a weighted scoring method utilizing the criteria presented within the Vendor Comparative Analysis.

#### **Number of Current Contracts in the Program**

These numbers are for informational purposes only, not weighted, and are not accounted for in the total score.

#### **Total Value of Current Contracts**

These numbers are for informational purposes only, not weighted, and are not accounted for in the total score.

#### **Contract Performance**

The purpose of this factor is to evaluate overall performance as it relates to the contract in question and whether an EWP vendor demonstrates the ability to perform

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said contracts.

Has MD Works received complaints about the vendor's performance?

During site visits, how confident and satisfied does The State seem with the work performed by The Vendor?

Has there been loss of contracts due to poor performance?

Committee and subject to any policies or guidelines set by the Pricing and Selection Committee.

### Marketing Preference

An individual vendor's marketing efforts may be considered in determining assignment of contracts pursuant to the Marketing Effort section above.

Note: As stated above, Note that marketing effort does not automatically guarantee that the contract will be awarded to the program vendor that made the marketing effort.

While an EWP vendor that pursues an opportunity through a marketing effort is *given a preference* for the contract within the program, the vendor is *not given a guarantee* for the marketed contract; this must be made clear to the purchaser. The EWP vendor must emphasize that it is a single vendor and is neither pre-approved nor pre-selected for the contract. Rather, the final selection of an EWP vendor is determined by EWP staff in consultation with the EWP Advisory and Vendor Selection

### Responsiveness to Deadlines

Are the vendor's action plans, Cost Proposals, GOMA reports, EDR Reports etc. submitted on time?

Timely completion and submission of outcome data;

Timely and accurate submission of the Employment Data Reports twice per year as required by the EWP to complete reporting required by the State;

Timely and accurate submission of all other reporting requirements to remain in good standing with the EWP.

Ability to respond to contract matters within deadlines provided.

### Program Compliance

Factors that will be considered include whether the EWP vendor followed program policies as specified in the Provider Agreement as well as following the policies and procedures.

Aspects to be considered in the review of program compliance are:

- 
- i. EDR Results
  - ii. Disability Ratio
  - iii. Equitable Wages
  - iv. Subcontracting percentage

An EWP vendor must first conform to the following requirements before being considered for an EWP contract:

- i. Completed application;
- ii. Appropriate DORS documentation (Current DORS Cooperative Agreement);
- iii. Department of Labor Certification (if applicable);
- iv. Non-profit status (If applicable);
- v. Signed Provider Agreement;
- vi. Good standing with the State of Maryland
- vii. Current Financial Statement
- viii. Conflict of Interest Form

#### Timeliness of Submitting Invoices

Timely and accurate invoicing to the state;

Timely providing copies of State invoices to Maryland Works;

Timely and accurate payment of Maryland Works invoices for the program administrative fees;

#### Competitiveness of Proposal

An EWP vendor must submit the approved proposal format, discussed earlier, which demonstrates an understanding of the requirements and costs of performing work under the contract specifications. The quality of the proposal will assist the EWP Advisory and Vendor Advisory Selection Committee in comparing the various proposals as they relate to the associated Scope of Work.

#### Additional Comments

Management Capability: For example, whether the EWP vendor in pursuit of said contract can manage the development and implementation of said contracts.

Knowledge of work pursued.

Where the company is based.

#### eMMA (eMaryland Marketplace Amount)

The total contract value if the contract was ser4vices prior on the open market.

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### **The Outcome**

During the Vendor Advisory Selection Committee Meeting, each committee member will be asked to complete their scoring on the provided Vendor Comparative Analysis form (***directions for completion noted on the form***) and email to the appointed Contract Coordinator two days after the meeting.

The appointed Contract Coordinator will examine the scores to determine the outcome.

Each Contract Coordinator will notify the Vendors involved within 5 days after the meeting.



Vendor Advisory Selection Committee					Vendor		
Comparative Analysis							
Criteria		Weighted Scores		Vendor A	Vendor B		
		For MD Works Use		For Committee Use	For Committee Use		
Number of Current Contracts In the Program	#			#	#		
Total Value of Current	#			#	#		
Contract Performance	Have we received any complaints on the vendor for performance? During site visits, how confident and satisfied does the state seem with the work that is performed?	3			x	x	
Marketing Preference Yes/No	Marketing Effort Form Completed Yes/No	3			x	x	
Responsiveness to Deadlines (Action Plans, Cost Proposals and Goma Reports)	Are the vendors action plans, cost proposals and Goma reports submitted on time? If not, how late are they submitted?	2			x	x	
Compliance	include disability ratio, wages, subcontract %, EDR results	3			x	x	
Timeliness of Submitting Invoices	example: invoices are submitted on time vs. Invoices are late regularly.	2			x	x	
Competitiveness of Cost Proposal	compare with EWP pricing, as well as previous contract bids (if available)	2			x	x	
Additional Comments	Any information about the company, their capability, knowledge of work, area where the company is based, etc.	1			x	x	
eMMA (eMaryland Marketplace) amount	If the contract was prior serviced through the open market please include the total contract value	5					
<b>Instructions for completion:</b> Maryland Works has weighted each category based on strength of importance to the quality of the program. The scoring should be completed by putting an "X" in the appropriate cell if the vendor meets that category, leaving the other vendor's cell blank if they do not. If both vendors meet the category, both vendors should receive an "X", conversely if both vendors not meet the category, neither should receive an "X". Note that the weighted numbers are an "all or nothing" score, not in a scaled format. For example, a weighted score of a 3 is not on a scale of 1-3, it is marked with an "X" which will calculate a 3 and left blank which will calculate a 0. The total score is out of 16 and the form autocalculates. To complete the form, the committee member is to type their chosen vendor in the space provide. If the voting member chooses the vendor with the lower score, please provide an explanation as to the reasons why that choice was made.					<b>TOTALS</b>	<b>16</b>	<b>16</b>
Chosen Vendor:							
Reason (if vote is lower score):							

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## **DISPUTES**

### **I. Policy**

EWP vendors have the right to dispute a decision made by the program.

### **II. Procedure**

All disputes and claims arising in connection with the EWP Policies and Procedures, or EWP Vendor Agreement shall be settled by arbitration consisting of a review of all parties' circumstances by the EWP Advisory and Vendor Selection Committee, which will make a recommendation to a sub-committee of the Maryland Works Executive Committee. The Executive Committee will review the EWP Advisory and Vendor Selection Committee's recommendation and decide.

If this determination is unsatisfactory to either the EWP vendor or Maryland Works staff, the dispute may be forwarded to the Pricing and Selection Committee. The decision on any arbitration award, including consequential damages or penalties, made by the Pricing and Selection Committee, shall be final and binding on all parties.

If the Pricing and Selection Committee is unwilling or unable to arbitrate any dispute, the same shall be arbitrated before an arbitrator agreed upon by the parties, in accordance with the governing rules of the American Arbitration Association. Any arbitration award, including consequential damages or penalties made by the arbitrator shall be final and binding on all parties.

Any arbitration fees will be shared equally by the parties in such a dispute.

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## NOTIFICATION OF AVAILABLE CONTRACTS

### I. Policy

The EWP will notify program vendors of available contract opportunities after careful review by the EWP staff. In making a determination whether or not to send out an opportunity, the EWP staff will weigh a number of factors, including but not limited to geographic area of the opportunity and available vendors in that area; type of industry and/or service; distribution of contracts within the program; benefit to qualified vendors as well as to the EWP as a whole.

### II. Procedure

Notification of appropriate contract opportunities will be made to potential vendors in writing by email. The notification will list general information about the contract, and where possible, the related specifications.

Deadline for provider response is five (5) business days from the date the email is sent by EWP staff. By law, the EWP has limited time to respond to opportunities; therefore, the 5-day turnaround is the maximum allowable time to respond to potential opportunities.

<sup>10</sup>Note: A vendor business partner is permitted to express interest after the 5-business day deadline. If the opportunity has been waived, there will be no opportunity to bid. If the opportunity has shown interest and is being facilitated by the MD Works team, the vendor will be on a waitlist for the opportunity. The vendor/s who expressed interest in the required timeframe have preference to bid on the contract. The “late interest” Vendor Business Partner will only be able to bid on said contract if all other vendors relinquish their interest. If this scenario occurs, no timelines will be adjusted, and no accommodation will be made for alternative site visit dates/times.

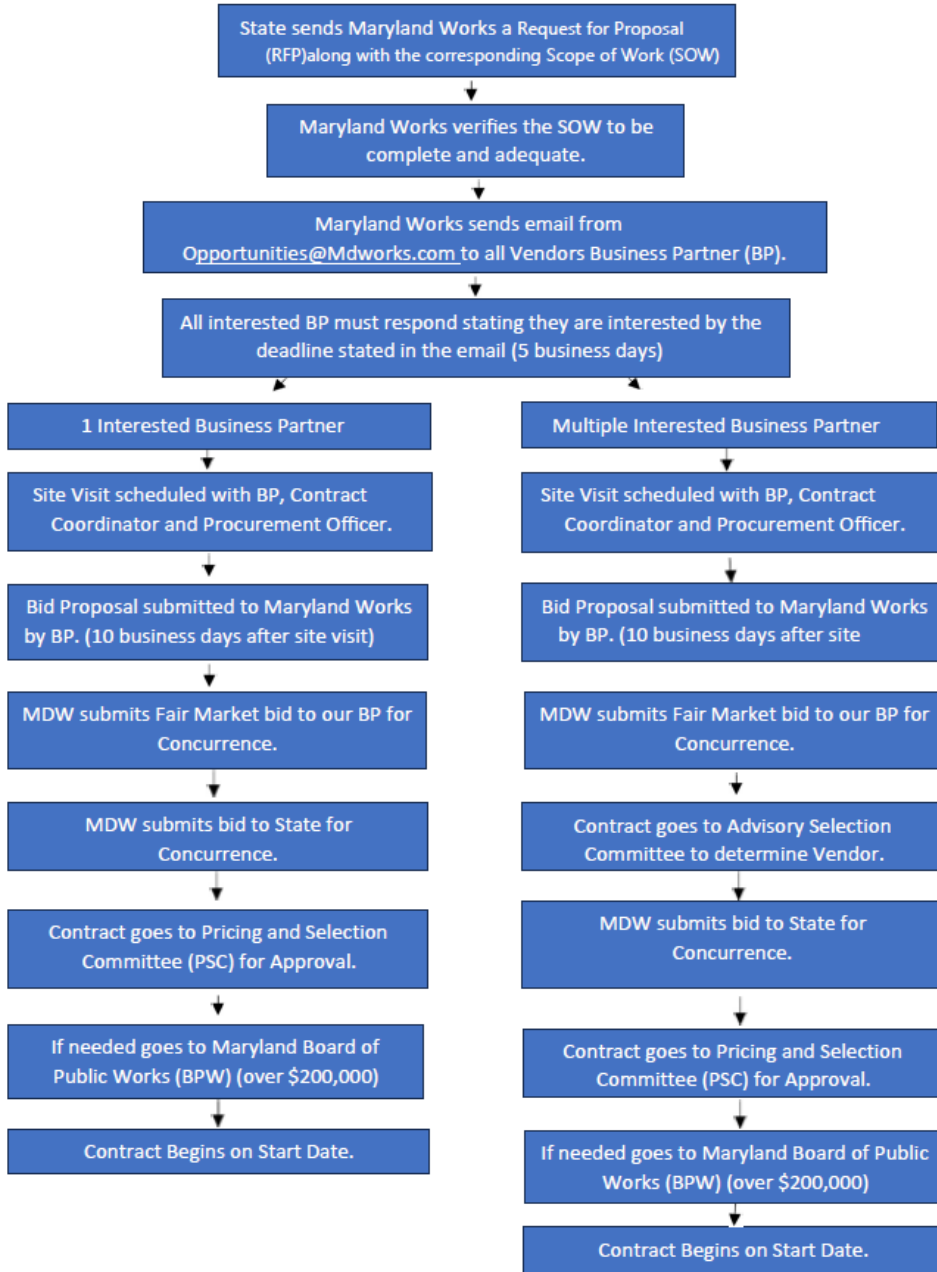
Generally, opportunity notifications are sent out to all vendors within the EWP. This is done to ensure fairness and timeliness. However, in certain cases, such as notification of an opportunity in an outlying area, the EWP may limit notification to a vendor or vendors in that location due to geographic limitations. Likewise, in certain emergent circumstances – such as the need to find a replacement vendor under tight timelines – a specific vendor, or vendors, might be notified individually rather than sending a general email to all program vendors; however, these are rare occasions.

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<sup>10</sup> Updated 2.5.24

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## Opportunities Flow Chart



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## Opportunities Email

### Example

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### Employment Works Program Opportunity

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Listed below is a new **Janitorial** contract opportunity and relevant scope of work forwarded by the State for consideration in the Employment Works Program (EWP).

Given State deadlines on the program, the EWP cannot make exceptions to this requirement of replying within the specified timeframe.

If your business or organization would like to be considered for the contract listed below, you may express your interest and forward questions by responding to this inquiry, by or before **12pm, August 22nd, 2023.**

All questions can be emailed to [opportunities@mdworks.com](mailto:opportunities@mdworks.com)

**Click the location to view the scope of work.**

**Agency**

Maryland Public Television

**Location**

[11767 Owings Mills Boulevard, Owings Mill, MD 21117](#)

### Opportunities Email Contains

- Service
- Interest Due Date
- Agency
- Location
- Scope of Work (Hyperlink attached to location)

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## **Program Compliance and Consequences of Non-Compliance**

It is critical that all EWP vendors remain in compliance with EWP policies and guidelines to ensure the quality and integrity of the program. Examples of compliance requirements include:

- Adhering to the mission and legislative intent of the EWP.
- Meeting performance, administrative, and legal requirements of each EWP contract.
- Meeting format and deadline requirements for submitting pricing and other information needed for contract processing.
- Completing mandated orientation, including the "Introduction to the EWP", for the EWP vendor staff members newly assigned to contracts.
- Timely and accurate submission of invoices to the State with copies to Maryland Works.
- Timely reimbursement of the pass-through program administrative fee to Maryland Works.
- Maintaining the required applicable ratio of individuals with disabilities to individuals without disabilities on contracts.
- Meeting obligations for purchasing BISM products.
- Timely reporting on on-site incidences (such as theft of property or on-site fighting) in relation to contracts assign under the EWP (notification of such incidences must be immediate but no later than 24-hours after the incidence);
- Timely and accurate submission of completed Employment Data Reports per EWP's stated deadline; and,
- Timely and accurate submission of any report required as part of the EWP.
- Sign Conflict of Interest Disclosure form annually.
- Subcontract %
- Remaining in Compliance to be an Eligible EWP Vendor in the program (i.e. in good standing with the State of MD, approved by DORS)

Vendors not meeting EWP requirements may be considered in "non-compliance" and may be subject to all the following actions. Depending on the seriousness and frequency of non-compliance, these actions may be applied individually or in order of increasing severity.

- Delay Caused by the Vendor in the Approval of a New or Renewed Contract with Possible Threat to Contract
- This measure is normally the result of undue delays by the vendor in submitting pricing and other information needed for Pricing and Selection Committee approval of new and renewing contracts.
- Unfavorable Evaluation During Vendor Selection

Multiple criteria are considered in selecting vendors for each EWP contract. Vendors with a history of compliance lapses can expect reduced evaluation ratings in at least some of the categories used to determine contract awards as already noted in this Manual.

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Please note that, barring exceptional circumstances, application of the following five actions will be preceded by a probationary period of at least 30 days in which a non-compliant vendor will have the opportunity to avoid the actions by restoring and maintaining compliance.

- Failure to complete and submit the Employment Data Report (EDR), required by the state, on a timely basis.
- Poor performance and lack of sufficient and timely corrective action.
- *Failure to provide Maryland Works with notice of any safety or serious performance issues within 24 hours of their occurrence.*
- Failure to provide adequate qualified on-site supervision.
- Delayed response to complaints from the end-user/s and or purchaser/s.
- Non-Consideration During Contract Selection

A vendor that is out of compliance may be removed from consideration for all future contracts.

#### *Non-Renewal of Individual Contracts*

A vendor will be denied renewal of one or more specific contracts as specified in Section XVII of the Maryland Works EWP Vendor Agreement. Maryland Works will reassign the contract(s) as set forth in the Criteria for Selection of EWP Contract Vendor.

#### *Termination of Individual Contracts*

One or more of a provider's contract(s) will be terminated with due notice as specified in Section XVII of Maryland Works EWP Provider Agreement, and Maryland Works will reassign the contract(s) as set forth in the Criteria for Selection of EWP Contract Provider.

#### *Termination of Maryland Works/EWP Provider Agreement*

If a vendor's contractual agreement with Maryland Works is terminated, the vendor will lose all EWP contracts.

- I. Financial Reimbursement: The vendor may also be required to reimburse the State or Maryland Works for the cost necessary to rectify adverse situations. For example, if there is material damage involved or if Maryland Works staff are required to allocate inordinate time and resources because of vendor non-compliance, either entity can seek reimbursement for those costs.

Additionally, as already noted above, completion of the EWP cost analysis and approval by the Pricing and Selection Committee of the contract do not replace the vendor's responsibility regarding the accurate pricing of the costs.

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## APPENDICES

### Appendix A

#### Conflict of Interest Policy

##### Annual Affirmation of Compliance and Disclosure Statement

I have received and carefully read the Conflict-of-Interest Policy for board members, staff, vendors, and volunteers of Maryland Works and have considered not only the literal expression of the policy, but also its intent. By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the Conflict-of-Interest Policy. I further understand that Maryland Works is a charitable organization and that to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Except as otherwise indicated in the Disclosure Statement and any attachments, I hereby state that I do not, to the best of my knowledge, have any conflict of interest that may be seen as competing with the interests of Maryland Works, nor does any relative or business associate of mine have such an actual or potential conflict of interest.

If any situation should arise in the future which I think may involve me in a conflict of interest, I will promptly and fully disclose the circumstances to the CEO.

I further certify that the information set forth in the Disclosure Statement and any attachments is true and correct to the best of my knowledge, information, and belief.

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**Organization Name (Please print)**

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**Signature of CEO/President or Designee & Title**

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**Date**



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**Conflict of Interest Disclosure Statement**

**Name (Please print)** \_\_\_\_\_

**Disclosure Statement<sup>11</sup>**

Please complete the questionnaire below, indicating any actual or potential conflicts of interest. If you answer “yes” to any of the questions, please provide a written description of the details of the specific action or transaction in the space allowed. Attach additional sheets as needed.

**Financial Interests** - A conflict may exist where an interested party, or a relative or business associate of an interested party, directly or indirectly benefits or profits because of a decision made or transaction entered into by the organization. **Please indicate, during the past 12 months:**

Has the organization contracted to purchase or lease goods, services, or property from you or from any of your relatives or business associates?

*If yes, please describe:*

Yes

No

Has the organization purchased an ownership interest in or invested in a business entity owned by you or owned by any of your relatives or business associates?

*If yes, please describe:*

Yes

No

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Has the organization offered employment to you or to any of your relatives or business associates other than a person who was already employed by the organization?

*If yes, please describe:*

- Yes  
 No

Have you or have any of your relatives or business associates been provided with a gift, gratuity, or favor of a substantial nature from a person or entity which does business or seeks to do business, with the organization?

*If yes, please describe:*

- Yes  
 No

Have you or any of your relatives or business associates been gratuitously provided use of the facilities, property, or services of the organization?

*If yes, please describe:*

- Yes  
 No

Other Interests - A conflict may also exist where an interested party or a relative or business

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associate of an interested party obtains a non-financial benefit or advantage that s/he would not have obtained absent his/her relationship with the organization, or where his/her duty or responsibility owed to the organization conflicts with a duty or responsibility owed to some other organization.

Did you obtain preferential treatment by the organization for yourself or for any of your relatives or business associates?

Yes

No

*If yes, please describe:*

Did you make use of confidential information obtained from the organization for your own benefit or for the benefit of a relative, business associate, or other organization?

Yes

No

*If yes, please describe:*

Did you take advantage of an opportunity, or enable a relative, business associate or other organization to take advantage of an opportunity, which you had reason to believe would be of interest to the organization?

Yes

No

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*If yes, please describe:*

Do you have any involvement with any request for proposal or any other vendor or consultant selection process at this organization?

Yes

No

*Note that being in this role does not, in itself, create a conflict.*

*If yes, do you accept or reject gifts from current or prospective vendors?*

*If yes, please describe:*

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## Appendix B

### Performance Improvement Plan

Correspondence Letter to Vendor:

Date]

[Vendor Name]

[Address 1]

[Address 2]

[Email]

Dear [Contact Name]

In accordance with the EWP Policies and Procedures section and "Employment Data Report," vendors are required to maintain approved ratios on contracts held through the program. As a part of our duties as the coordinating entity for the EWP, Maryland Works is required to provide semi-annual and annual reports to GOMA to ensure the program is meeting its intent to provide meaningful opportunities to individuals with disabilities. These reports are critical to ensuring the continued success of the program.

After reviewing the data recorded in (**The Vendor**) last EDR period, we have determined that contracts held by [The Vendor] do not meet one or more of the policies listed below as mandated by the Employment Works Program.

**Disability Ratio Policy: "EWP contracts held by EWP vendors are required to maintain a disability ratio of 45-49% (employees with disabilities) and 51-55% (employees without disabilities) ratio of individuals with and without disabilities, applicable to labor hours based on the sum of all hours for each contract.**

***For an IDOB to meet the ratio requirements, it must ensure that majority ownership of the business is held by a person or persons with disabilities.***

***In addition, 25% of workers on each contract must be people with disabilities.***

**Subcontracting Policy: "Program vendors may enter into subcontracting agreements on EWP contracts for work that the**

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***vendor cannot perform, or where such partnerships may advance employment or business ownership among people with disabilities.***

***Under current state rules, the target maximum for subcontracting work is 25% of the contract value and/or of the total labor hours on any given contract. However, where there are compelling reasons, the vendor may subcontract up to 49%. Any percentage of subcontracted work above 25%, however, must be submitted in writing to Maryland Works and approved by Maryland Works and the Pricing and Selection Committee.***

***A subcontract agreement that is reached between two EWP vendors will not be subject to the 25% limit on subcontracts if both EWP vendors maintain an appropriate ratio of people with disabilities to people without disabilities.”***

Because these reports are consistently imperative to our mission, we must ensure that they are returned promptly. Pursuant to the “Consequences of Non-Compliance” of the EWP Policies and Procedures, vendors may be placed on probation for failure to meet the following policies. In accordance with the Policies and Procedures, vendors will be subject to the following penalties for non-compliance:

**Step 1:** In the event that improvement on the policy ratio amount has not been satisfactorily addressed within (90) calendar days after submitting an Improvement plan, then **[the Vendor]** will not be eligible for new contracts under the Employment Works Program until the policy ratios required are met.

**Step 2:** In the event that **[The Vendor]** has been ineligible for new contracts under the Employment Works Program for forty-five (45) calendar days, **[The Vendor]** will become ineligible for to renew their existing contracts in the Employment Works Program.

**Step 3:** In the event that **[The Vendor]** has been ineligible for renewing contracts in the Employment Works Program for ninety (90) calendar days, Maryland Works will begin the process of removing **[The Vendor]** from all contracts in the Employment Works Program.

Please understand this is not an outcome that Maryland Works ever wants to occur; however, we must ensure timely response to GOMA to ensure the State of Maryland is assured that the program it created is being handled in the way it intended.

Below is an excerpt of your organization’s Employment data report, detailing the contracts that do not meet the policy above.


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Upon receiving this notice, we are requiring your organization to provide a plan for improvement and a signed copy of this letter by **[2 Week Due Date]**. Signing this letter you agree, on behalf of **[Vendor name]**, the improvement plan will be followed in efforts to ensure compliance with Employment Works Program. Failure to do so, may adversely affect your organization's good standing with the Employment Works Program.

Sincerely,

Name

Title

Cc: Mary Manzoni, CEO

**Proposed Improvement Plan**

Contract #                      Contract Name

Contract #                      Contract Name

Vendor

Vendor Contact

Ratio at **[End of Last EDR period]**:

Organization's plan to change ratio to compliant:

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Date plan initiated: \_\_\_\_\_

Benchmarks

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**Month 1 Ratio:    Month 2 Ratio:    Month 3 Ratio:**

Contract 0			
Contract 1			

Contract 2

Date plan completed: \_\_\_\_\_



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## **Appendix C**

### **Affidavits**

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

##### **Reference COMAR 21.05.08.08**

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 BID/PROPOSAL**

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## **Bid/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 Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/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, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/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 Bidder/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. Bidder/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 Bidder/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 Bid/proposal and:

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

- 
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the

Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

## **B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.**

The undersigned Bidder/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 Bid/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):

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**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
- (2) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (3) Been convicted of any criminal violation of a state or federal antitrust statute;
- (4) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (5) 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;
- (6) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (7) 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;
- (8) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (9) 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;
- (10) 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 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (12) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

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- (13) 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:

Attachment C – Bid/Proposal Affidavit Page C-3 effective date: October 24, 2017

- (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:

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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).

Attachment C – Bid/Proposal Affidavit Page C-4 effective date: October 24, 2017

**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 Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/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 Bid/proposal is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

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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:

Attachment C – Bid/Proposal Affidavit Page C-5 effective date: October 24, 2017

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. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

I FURTHER AFFIRM THAT:

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In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

**N. I FURTHER AFFIRM THAT:**

Any claims of environmental attributes made relating to a product or service included in the bid or bid/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.



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**ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/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.

By:

*Signature of Authorized Representative and Affiant*

Printed Name:

*Printed Name of Authorized Representative and Affiant*

Title:

*Title*

Date:

*Date*

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.

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## Maryland Living Wage Affidavit of Agreement for Service Contracts

Contract No. Name of Contractor: Address: \_\_\_\_\_

### 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

**B.** 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.

**C.** \_\_\_\_\_ (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

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Attachment F – Living Wage Affidavit Page F-2 effective date: April 17, 2018

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 BID/PROPOSAL**

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**Mercury Affidavit****AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:**

I, (name of affiant) am the (title) and the duly authorized representative of (name of the business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

**MERCURY CONTENT INFORMATION:**

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

In an attachment to this Mercury Affidavit:

- C. Describe the product or product component that contains mercury.
- D. Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

**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.**

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

Date

Signature

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

Authorized Representative and Affiant

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

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**Contract Affidavit****E. 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.

**F. 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: \_\_\_\_\_

**(7) 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 \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**(8) 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 procurement contract with the

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F49 division of the State, during a 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:
    - The dangers of drug and alcohol abuse in the workplace;
    - The business's policy of maintaining a drug and alcohol free workplace;
    - Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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- (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:
- Abide by the terms of the statement; and
  - 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;

Attachment N – Contract Affidavit Page N-2 effective date: September 30, 2020

- (c) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (d) 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
  - (e) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (16) 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.
- (17) 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 Bid/Proposal Affidavit dated\_, 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: (print name of Authorized Representative and Affiant)

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



**Appendix D**

**MARKETING EFFORT FORM**

DATE OF INITIAL CONTACT: \_\_\_\_\_

PERSON CONTACTED: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

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

TYPE OF SERVICE/COMMODITY: Janitorial: \_\_\_\_\_ Grounds: \_\_\_\_\_

Other: \_\_\_\_\_

CONTRACT NAME/ID #: \_\_\_\_\_

\_\_\_\_\_

RESULTS/FOLLOW-UP: (Give a brief description of action taken including dates. Be specific.)

DATE: \_\_\_\_\_ VENDOR NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

PLEASE RETURN TO MARYLAND WORKS

*As noted in the EWP Vendor Policies and Procedures Manual, marketing effort by an individual vendor does not guarantee assignment to that vendor.*