



CECIL COUNTY HEALTH DEPARTMENT
a unit of the
MARYLAND DEPARTMENT OF HEALTH

**STANDARD SOLICITATION:
REQUEST FOR PROPOSALS**

*Cecil County Health Department
Organizational Capacity and Workforce Development
Needs Assessment*

CCHD – 2023-04

If this Request for Proposals was obtained by any means other than the Issuing Office identified herein, please contact that office immediately to ensure that you receive all addenda or errata.

Minority Business Enterprises Are Encouraged To Respond To This Solicitation

**VENDORS AND CONTRACTORS
ENCOURAGEMENT OF PARTICIPATION STATEMENT**

The State of Maryland is actively seeking to increase participation from businesses and organizations in the procurement of goods and/or services. Accordingly, all potential bidders are encouraged to complete the "Vendor/Contractor Survey", which is on the following page. We ask that you supply any comments regarding the solicitation process or documents and/or the reason(s) for declining to bid. Please return this form either with your submission package or in an envelope addressed to the Issuing Office, identified on page 1 in this Request for Proposals even if you are not bidding on this solicitation.

KEY INFORMATION SUMMARY PAGE

Cecil County Health Department Organizational Capacity and Workforce Development Needs Assessment

Issue Date: 1/27/2023

RFP Number: CCHD – 2023-04

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract through competitive bids with a qualified design firm with experience in workforce development for local health departments or similar organizations. The firm should have expertise in conducting organizational workforce capacity assessments, researching professional competencies and education/training requirements, assessing staff competencies and training needs, and developing training curriculums and procedures.

Qualifications of Bidders:

Applicants must meet all of the below-listed eligibility criteria to be considered for funding:

- a. The applicant should have experience conducting assessment and developing plans related to workforce development and training for local health departments or similar organizations
- b. Three (3) references are required. Include samples from these references.

Contract Term: The contract resulting from this RFP will expire on June 30, 2023.

Issuing Office: Cecil County Health Department

Issuing Office Point of Contact: Sandra Ferguson
Administrative Services
401 Bow Street
Elkton, MD 21921
443-245-3742
sandy.ferguson@maryland.gov

Contract Monitor: Daniel Coulter
Director of Health Planning

Deadline for receipt of proposals: Monday, Feb. 27, 2023; 5:00 PM EDST

Proposals Received via email: sandy.ferguson@maryland.gov

No Minority Business Enterprise subcontracting goal was established for the contract resulting from this solicitation; however, Certified Minority Business Enterprise vendors are encouraged to submit proposals.

Note: Minority Business Enterprises are encouraged to respond to this solicitation notice.

**STANDARD SOLICITATION:
COMPETITIVE PROPOSALS**

Cecil County Health Department
Organizational Capacity and Workforce Development Needs Assessment

PART I - SOLICITATION INFORMATION AND INSTRUCTIONS

General:

The Cecil County Health Department, a unit of the Maryland Department of Health, hereinafter called the Department, desires competitive proposals to obtain the service(s) described in PART II of this solicitation.

Cecil County Health Department reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time before contract award, without thereby incurring any liability to Bidders.

ATTENTION: Proposals should be typewritten or written legibly in ink. The signer shall initial all erasures and other changes in ink. All Proposals shall be labeled with the solicitation title and number.

Proposal Due Date and Time:

Proposals will be received via email to sandy.ferguson@maryland.gov Until 5:00 PM, Feb. 27, 2023(local time – Eastern Daylight Savings Time). Proposals received after this time and date will not be considered for review.

Delivery of Proposals:

Proposals must be submitted via email to sandy.ferguson@maryland.gov and include one copy of the cover page, application narrative, and any applicable supporting documentation with the subject line “Response to RFP CCHD - 2023-04”.

Electronic Funds Transfer:

Electronic Funds Transfer (EFT) is available. If the awarded contractor prefers payment via electronic funds transfer rather than via check, a form will be provided upon execution of the contract.

Procurement Officer:

The Procurement Officer responsible for this solicitation is:

Sandra Ferguson
Administrative Services
Cecil County Health Department

401 Bow Street
Elkton, MD 21921-5501
443-245-3742
sandy.ferguson@maryland.gov

Proposal Format:

Proposals must include the following:

Proposal Submission Cover Page

All proposals must include the Proposal Cover Page included in this RFP. An electronic copy in MS Word format may be obtained by contacting the Procurement Officer.

Description of Consultant/Organization

Provide a background of the offeror, citing information demonstrating the ability to meet the eligibility requirements outlined in the Key Information Summary Page Qualifications of Bidders.

Proposal Narrative

The proposal narrative shall delineate how the offeror will achieve the goals and objectives outlined in Section II.

Budget

The contract will be awarded on a cost reimbursement basis. Funds may not be carried over beyond the term of the contract; therefore, the budget shall include only expenses which will be incurred by 6/30/2023.

Before commencing work on this contract, the Contractor shall provide the Department with a Certificate of Insurance for itself and any subcontractor under the agreement covering claims arising from the operations and provided under the contract. These insurance coverages shall include the following, as well as any insurance as necessary and required by the U.S. Longshoreman's and Harbor Worker's Compensation Act, the Federal Employers' Liability Act, and any other applicable statute:

- a. The statutory limit for Worker's Compensation coverage;
- b. Broad Form Comprehensive General Liability Insurance with a minimum bodily injury limit of \$300,000 for each person and \$500,000 aggregate for each.
- c. Professional Liability Insurance with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate for each occurrence; and
- d. Automobile Liability, if applicable.

All coverage shall be provided by insurance companies licensed to do business in the State of Maryland and shall be endorsed to provide 30-day notice of cancellation or non-renewal to the Department's Procurement Officer. All insurance shall be in an amount and type acceptable to the State of Maryland. Any self-insurance program must be documented, including any necessary regulatory approval. The Contractor will name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted).

Additional Proposal Submission Requirements:

The bidder shall submit one copy of the following with each proposal submission:

Proposal Affidavit

All bidders must complete and submit the Proposal, the Proposal Affidavit attached hereto. Proposals that do not include the Proposal Affidavit may be considered non-responsive and rejected by the Procurement Officer.

Proof of Fiscal Integrity

The Bidder shall provide the most current annual report to stockholders and/or any documentation that indicates corporate and/or other financial resources that will permit the bidder to fulfill the terms of this IFB. This documentation may include but is not limited to, one or all of the following:

- a. Dun and Bradstreet Ratings
- b. Audited Financial Statements
- c. Line(s) of Credit
- d. Successful financial track record
- e. Adequate Working Capital

Legal Action Summary

The Bidder shall provide a Legal Action Summary that includes:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the bidder and a brief description of any such action.
- b. Briefly describe any settled or closed legal actions or claims against the bidder over the past five (5) years.
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, court, and what the final ruling or determination was from the court.
- d. In instances where litigation is ongoing, and the bidder has been directed not to disclose information by the court, provide the name of the judge and the location of the court.

Past State Experience

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

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

Minority Business Enterprise (MBE) Affidavits and Documentation

If the bidder is a Minority Business Enterprise, official MBE documentation must be included with the proposal.

Failure to include these documents in the Proposal shall render the Proposal non-responsive and require that the Department not consider the Proposal for the award. Proposals must be received by 5:00 PM, Feb. 27, 2023.

Contract Award:

The contract will be awarded to the vendor proposing the best comprehensive plan, budget, and acceptable project timeline as outlined in the metric below:

Award Metric:

Experience of Proposal Organization: Maximum 15 points. Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this project in providing the services described in this Request for Proposals.

Capacity: Maximum 25 points. Demonstrated ability of the Offeror to provide the resources (staffing, equipment, office facilities, and others) necessary for the timely and efficient implementation of CCHD's goals and objectives as described in this solicitation.

Proposed Fee: Maximum 15 points. The proposed rates and level of service are reasonable and appropriate concerning the services requested.

Methodology: Maximum 35 points. The Offeror's proposed methodology is reasonable and logical and will ensure that the Department's requirements will be met and indicates that the Offeror has a clear understanding of the scope of services required.

MBE/WBE Participation: Maximum 5 points. Demonstrated experience and commitment of the Offeror to assist in meeting its requirements and goals related to Minority/Women Business Participants.

Deductions Points may be deducted for failure to submit all required documents or for submitting irrelevant or redundant material.

PART II – SPECIFIC REQUIREMENTS/DELIVERABLES OF PROPOSED CONTRACT SPECIFICATIONS

Background:

The Cecil County Health Department's mission is to work together to promote, protect, and advance the health and wellness of the community. Specifically, the Health Department's responsibilities include:

- Preventing epidemics and the spread of disease
- Protecting against environmental hazards
- Preventing injuries
- Promoting and encouraging healthy behavior and mental health
- Responding to disasters and assisting communities in recovery
- Assuring the quality and accessibility of health services

The Health Department offers services to all county residents through its six divisions: Administrative Services, Addictions Services, Community Health Services, Environmental Health Services, Health Promotion, and Special Populations Services.

In order to provide high quality services to county residents, it is essential that the Health Department be adequately staffed and have a well trained workforce. Identifying the Health Department's organizational capacity to deliver public health services is important to meet the needs of Cecil County residents.

Offering professional development opportunities to staff is also important to staff engagement and retention. To facilitate professional development of staff we must identify competencies for staff, determine staff capabilities as it relates to those competencies and offer training opportunities to enhance staff capabilities.

In 2014, the Health Department adopted the Council on Linkages between Academia and Public Health Practice's Core Competencies for Public Health Professionals as competencies for staff and has developed annual training curricula for staff based on these competencies. These trainings have been somewhat effective, however the Health Department desires to expand workforce development efforts beyond these competencies to look at position/discipline-specific training needs.

Through an organizational capacity and workforce development needs assessment the Cecil County Health Department hopes to: create an agency profile that identifies staffing and workforce development needs of the organization; identify organizational structure(s) to best

deliver services; identify position/discipline-specific training needs of staff including relevant position/discipline-specific competencies and requirements; establish a position/discipline-specific training curriculum; and develop a Workforce Development Plan.

Vendor requirements:

Vendors must meet all the eligibility criteria outlined on the Key Information Summary Page and Qualifications of Bidders.

Scope of Services:

Each of these services must be priced separately, and the Department reserves the right to negotiate and purchase those services individually or in any combination deemed most effective for the Department.

- I. Project management for the project.
- II. Organizational Capacity Assessment- to determine if the health department is adequately staffed and organized effectively to deliver public health services.
 - A. Meetings with senior leadership
 - B. Research model practices for health department organizational structure
 - C. Conduct a workforce analysis to determine if the Health Department is currently organized effectively and adequately staffed to deliver services.
 - D. Gather management and staff input
 - E. Make recommendations for reorganization and staffing where appropriate
- III. Workforce Development Needs Assessment – including determining competencies by discipline/ position, competency assessment, identification staff training needs. The assessment should include, but not be limited to:
 - A. Meetings with senior leadership
 - B. Research relevant competencies and mandatory training requirements for positions/discipline employed by the Health Department and make recommendations
 - C. Conduct competency assessment(s) to determine staff KSAs related to established competencies
 - D. Gather management and staff input on training needs
 - E. Recommendations for staff training priorities
- IV. Workforce Development Plan – The consultant will work with senior leadership and the Health Department’s Workforce Development Committee to develop a new Workforce Development Plan for the agency. The plan should include, but not be limited to:
 - A. An assessment of the Health Department’s future workforce competency needs.
 1. Include consideration of the changing external environment (e.g. technological advances; increasing emphasis on health equity, community engagement, and cultural competence; increasing collaboration with healthcare providers; demographic changes; etc.)

- B. Assessment of the health department's current collective capacity and capability against adopted core competency set(s) and future needs in order to identify gaps.
- C. Strategies to address current and anticipated gaps in capacities and capabilities.
- D. Consideration of the characteristics of the population that the health department serves and the plans for recruitment of diverse staff that represent that population
- E. How the workforce development plan addresses health department priorities and links to the strategic plan
- F. An implementation plan including goals, objectives and timelines
- G. A training curriculum

Content of Proposals:

1. Proposals must detail the objectives of the project initiatives as outlined above.
2. Each initiative must be budgeted separately, with costs and estimated.

PROPOSAL COVER PAGE

CECIL COUNTY HEALTH DEPARTMENT
Organizational Capacity and Workforce Development Needs Assessment

Proposal Attested to by _____ Date _____
(Signature)

(Print Name)

Important: Do not alter this page. Failure to fill out this bid page completely, or altering the bid page in any way may render your bid non-responsive. Should you have any questions regarding this bid page contact the Procurement Officer identified in PART I.

PART III -- GENERAL SOLICITATION AND PROPOSAL PROVISIONS

- A. The Department of Health reserves the right to cancel this solicitation or reject any or all proposals, in whole or in part, to waive minor irregularities in proposals, or to allow the bidder to correct a minor irregularity if the best interest of the State will be served by doing so (COMAR 21.06.02).
- B. All proposals become the property of the Department of Health. Neither the Department nor the State of Maryland shall be responsible for any expenses incurred by the bidders in preparing or submitting their proposals.
- C. All bidders shall acknowledge the receipt of all amendments, addenda, and changes issued in connection with this solicitation.
- D. Proposals may be modified or withdrawn by written notice received in the office designated in this Solicitation before the time and date set for the opening. If expressly permitted in the invitation for proposals, notification of modification or withdrawal may be made by electronic means only in the manner specified in the invitation for proposals.
- E.
 - 1. A Proposal, request to withdraw a Proposal, or a modification to a Proposal is late if it is not received by the Department at the place and by the date and time specified on page 1 of this Solicitation.
 - 2. A late Proposal, late modification, or late request for withdrawal shall not be considered. Exceptions may be made when a late Proposal is received before contract award, and the Proposal, the modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or their employees. A late modification of a successful Proposal, which makes its terms more favorable to the State, shall be considered at any time it is received and may be accepted.
- F. All bidders must complete and submit with their Proposal the Proposal Affidavit attached hereto as Appendix A.
- G. Unless otherwise specified under PART II of this solicitation, this contract shall be awarded to the responsive and responsible bidder submitting the most favorable proposal..
- H. In the case of tie proposals, the award will be made in accordance with COMAR 21.05.02.14, unless another tie-breaker is defined under Section II of this document.
- I. Bidders should give specific attention to the identification of those portions of their proposal that they deem to be confidential, proprietary information, or trade secrets and provide any justification of why this information should not be disclosed under the Annotated Code of Maryland, §§ 10-611 through 10-630 of the State Government Article. Bidders are advised that, upon request for this information from a third party, the

Department is required to make an independent determination as to whether the information may or must be divulged to the party. Bidders are further advised that proposals will be opened publicly unless specifically stated otherwise in Section II (see COMAR 21.05.02.11 and 21.05.02.17).

- J. Any bidder or other interested person who is aggrieved by the award of the contract resulting from this solicitation may protest that decision. If a protest is made, it shall be in accordance with the procedures set forth at COMAR 21.10.02.03. and 04.
- K. The State reserves the right to make the award by item, group of items, or total Proposal if it is in the best interest of the State to do so, unless the bidder specifies in its Proposal that a partial or progressive award is not acceptable. Note: this may render the Proposal non-responsive.
- L. Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preference over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Bidder whose headquarters, the principal base of operations or principal site that will primarily provide the services required under this INVITATION FOR PROPOSALS is in another state submits the most advantageous Proposal; the other state gives a preference to its residents through law, policy, or practice; and, the preference to be applied to the contract award herein does not conflict with Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through the law, policy or practice gives to its residents.

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APPENDIX A

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

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 §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any

other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of proposals or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of proposals or proposals for a public or private contract; or

- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
 - (9) 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 — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §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. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or bidder 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 or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. 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 or offer, 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 whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____
Address: _____.
- (2) 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, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. 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 proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____ By: _____
(Authorized Representative and Affiant) Revised March 30, 2007

Print Name: _____