



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

**STANDARD SOLICITATION:  
REQUEST FOR PROPOSALS**

**ACCOUNTANT (FISCAL AGENT) FOR LOCAL  
WELLNESS & RECOVERY CENTER**

**RFP - CCHD-2024-02**

**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**

**Title:** ACCOUNTANT (FISCAL AGENT) FOR LOCAL WELLNESS & RECOVERY CENTER

**Issue Date:** July 21, 2023

**RFP Number:** CCHD-2024-02

Description of services: - We are issuing this Request for Proposal (RFP) to seek a qualified grantee to act as a Contracted Fiscal/Employer Agent (F/EA) on behalf of On Our Own of Cecil County, Inc. The selected grantee will provide essential accounting services to effectively manage payroll, federal and state employment taxes for directly hired employees, process and pay vendor invoices for approved purchases, and maintain accurate accounting records, including budget and expenditure data.

Minimum Requirements: Licensed, qualified, and insured corporation or LLC possessing, or having in their employ at least one staff member possessing, a CPA and two (2) years applicable experience, or a master's degree in accounting and four (4) years applicable experience, or a bachelor's degree in accounting and six (6) years applicable experience.

**Qualifications of Bidders:**

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

Must be a licensed, qualified, and insured corporations or LLC  
Possession of a Certified Public Accountant (CPA) designation and at least two years of relevant experience, or a master's degree in accounting and a minimum of four (4) years of applicable experience, or a bachelor's degree in accounting and at least six (6) years of applicable experience.

**Contract Term:** The contract resulting from this RFP will be for the remainder of fiscal year 2024 (through 6/30/24), with five 1-year renewal options.

**Issuing Office:** Cecil County Health Department

**Issuing Office Point of Contact:** Sandra Ferguson  
Administrative Services  
401 Bow Street  
Elkton, MD 21921-5501  
443-245-3742  
[sandy.ferguson@maryland.gov](mailto:sandy.ferguson@maryland.gov)

**Contract Monitor:** Shelly Sawyer, CSA Director  
Cecil County Core Service Agency  
Cecil County Health Department

401 Bow Street  
Elkton, MD 21921  
410-996-5106

**Deadline for receipt of proposals:** Friday, August 18, 2023, Until 12 PM (local time)

**Sealed Proposals Received At:** Cecil County Health Department  
401 Bow Street  
Elkton, MD 21921-5501

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**

Accountant (Fiscal Agent) for Local Wellness & Recovery Center

**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 sealed proposals for the purpose of obtaining the service(s) described in PART II of this solicitation.

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

**Proposal Due Date and Time:**

Sealed proposals, in triplicate (original plus two (2) copies), will be received at the Office of:

Cecil County Health Department  
401 Bow Street  
Elkton, MD 21921-5501  
ATTN: Sandra Ferguson, Administrative Services

on Friday, August 18, 2023, Until 12:00 PM (local time – Eastern Standard Time). Any Proposal not received by this time and date shall not be considered.

**Delivery of Proposals:**

Bidders may either mail or hand-deliver proposals. Hand delivery includes delivery by commercial carrier. For any type of direct (non-mail) delivery, bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. (See attached "Standard Addendum for the Means of Delivering Bids and Proposals." (APPENDIX B)

**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](mailto:sandy.ferguson@maryland.gov)

**Proposal Format:**

Proposals must address the following areas:

**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 award will be on a cost reimbursement basis. A detailed budget must be submitted on the forms provided in Attachment C. Funds may not be carried over beyond the term of the contract; therefore, the budget shall include only expenses which will be incurred by June 30, 2024.

Prior to 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' 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
- e. 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 with their 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. Dunn 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. A brief description of 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, number 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 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 which have been 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 sealed Proposal shall render the Proposal non-responsive and require that the Department not consider the Proposal for award. Proposals must be received by Friday, August 18, 2023, Until 12 PM ((local time – Eastern Standard Time)**

### **Contract Award:**

The contract will be awarded to the vendor proposing the best comprehensive plan, budget, and acceptable project timeline who is deemed to have the most demonstrated experience in developing and implementing the requested services.



## **PART II – SPECIFIC REQUIREMENTS/DELIVERABLES OF PROPOSED CONTRACT SPECIFICATIONS**

### **Background:**

Each Core Service Agency is given funding to operate a Wellness and Recovery Center in their local jurisdiction. On Our Own of Maryland is an organization that operates Wellness and Recovery Centers throughout the state. These centers are community based, peer run programs that offer a range of services and resources to support individuals on their mental health recovery journey.

The Maryland Wellness and Recovery Centers, including those operated by On Our Own of Maryland, aim to create a safe and welcoming environment for individuals with mental health challenges. They provide peer support, educational programs, support groups, and skill-building activities. The centers also promote self-advocacy, empowerment, and the development of coping strategies to enhance overall well-being.

These centers are designed to foster a sense of community and belonging, where individuals can connect with others who have similar experiences. They often operate on the principle of mutual support, where peers offer each other understanding, validation, and practical guidance based on their own recovery journeys.

The overall goal of mental health peer advocacy and organizations like On Our Own of Maryland is to empower individuals, reduce the stigma surrounding mental health, and promote recovery and wellness within the community. By emphasizing the importance of lived experience and peer support, these initiatives contribute to a more comprehensive and holistic approach to mental health care.

The Cecil County Health Department and Behavioral Health Administration decided a fiscal or financial agent would oversee the financial portion of this grant.

### **Vendor requirements:**

Offerors must have the capacity to meet the eligibility criteria outlined on the Key Information Summary Page, Qualifications of Bidders.

Must be a licensed, qualified, and insured corporations or LLC  
Possession of a Certified Public Accountant (CPA) designation and at least two years of relevant experience, or a master's degree in accounting and a minimum of four (4) years of applicable experience, or a bachelor's degree in accounting and at least six (6) years of applicable experience.

**Scope of Service:**

1. Payroll Management:
  - Accurately process payroll for directly hired employees, including deductions, reimbursements, and any other relevant adjustments.
  - Ensure compliance with federal and state employment tax regulations, including timely filing and remittance.
2. Vendor Invoice Processing:
  - Thoroughly review and process vendor invoices related to approved purchases.
  - Maintain proper documentation and adherence to payment terms.
3. Accounting Record Maintenance:
  - Establish and maintain comprehensive accounting records, including budget planning, tracking, and expenditure data.
  - Provide regular financial reports to support decision-making processes.
4. Compliance and Reporting:
  - Stay up-to-date with accounting standards, tax laws, and reporting requirements.
  - Ensure compliance with applicable regulations and provide necessary reports as required.
5. Financial Analysis and Support:
  - Collaborate with On Our Own stakeholders to provide financial insights and support strategic initiatives.
  - Assist with budgeting, financial analysis, and forecasting.

**Content of Proposals:**

In order to find a capable grantee to represent On Our Own of Cecil County, Inc. as a contracted fiscal/employer agent (F/EA), we are putting out this request for proposals (RFP). In order to efficiently manage payroll, federal and state employment taxes for directly recruited personnel, process and pay vendor invoices for approved purchases, and keep accurate accounting records, including budget and expenditure data, the chosen grantee will offer key accounting services.

Submit in the following order:

- Proposal Submission Cover Page
- Description of Consultant/Organization
- Proposal Narrative
- Budget
- Proposal Affidavit
- Proof of Fiscal Integrity
- Legal Action Summary
- Past State Experience
- Minority Business Enterprise (MBE) Affidavits and Documentation

**PROPOSAL COVER PAGE**

CECIL COUNTY HEALTH DEPARTMENT

**ACCOUNTANT (FISCAL AGENT) FOR LOCAL WELLNESS & RECOVERY CENTER**

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, 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 a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

(The Remainder of This Page Has Been Left Blank)

## 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):

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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
  - (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):

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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):

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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):
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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

**MARYLAND DEPARTMENT OF HEALTH**

**Standard Addendum for the Means of Delivering Proposals**

Any proposal due to any unit of the Maryland Department of Health shall be delivered / transmitted as described in this addendum. The failure of any bidder or offeror to follow these instructions may result in its Proposal or offer not being received by the due time and date, which will result in the rejection of that Proposal or offer.

There are three acceptable means of delivering/transmitting a Proposal or offer:

1. The United States Postal Service;
2. Hand delivery by the bidder/offeror itself; and
3. Hand delivery by a commercial delivery/courier company acting as an agent of the bidder/offeror.

The detailed manner for the utilization of each of these methods is described below:

**For U. S. Postal Service Deliveries**

For U.S. Postal Service deliveries, any proposal that has been received at the appropriate mail room or typical place of mail receipt for the respective procuring unit by the time and date listed in the RFP or specifications will be deemed to be timely.

If a vendor chooses to use the United States Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only.

These are the only forms of U.S. Postal Delivery for which both the date and time of receipt can be verified by the Department. A vendor using first class mail will, therefore, not be able to prove a timely delivery at the mailroom. It may take several days for an item sent by first class mail to make its way by normal internal mail pickup to a procuring unit's Proposal box.

**For Hand Deliveries by Vendors and Deliveries  
By Commercial Courier Services**

These deliveries must be delivered directly to the room or location specified in the RFP or solicitation and placed in the designated Proposal box. A bidder who uses a commercial courier service must take appropriate action to ensure that the courier actually delivers the Proposal/offer to the specified location and not to the Department's mailroom or loading dock. The Proposal/offer will not be deemed to have been received until it is placed in the designated Proposal box.

For any type of hand delivery, the vendor or its commercial courier services should request a signed receipt from a procuring unit employee which notes the title of the procurement, the name of the vendor, and the time and date of receipt at the Proposal box.

**Identifying Information**

All envelopes containing proposals or offers, no matter how transmitted, must contain this information prominently displayed:

- either "Sealed Bid" or "Sealed Proposal," as appropriate;
- the exact title of the bid or proposal as noted in the RFP or specifications;
- the due time and date; and
- the name of the bidder/offeror.

Questions on any of these requirements should be directed to the Department contact person identified in the RFP.