



*Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary*

EXHIBIT A

## REQUEST FOR PROPOSALS (RFP)

PROCUREMENT ID NUMBER – PHPA - 1827/ BPM029523

**Issue Date: April 28, 2022**

**Employer Mini-Contracts to Support Workplace Policy Change**

NOTICE

**Priority Business Enterprises Are Encouraged to Respond to this Solicitation**

**THIS SOLICITATION SHALL BE MADE IN ACCORDANCE WITH THE SMALL  
PROCUREMENT REGULATIONS DESCRIBED IN COMAR 21.05.07**

**STATE OF MARYLAND  
MARYLAND DEPARTMENT OF HEALTH  
RFP KEY INFORMATION SUMMARY SHEET**

**Request for Proposals:** Employer Mini-Contracts to Support Workplace Policy Change

**Solicitation Number:** PHPA - 1827/ BPM029523

**RFP Issue Date:** April 28, 2022

**RFP Issuing Office:** Maryland Department of Health  
Prevention and Health Promotion Administration  
Center for Chronic Disease Prevention and Control

**Procurement Officer:** Dana Wright  
Maryland Department of Health  
Prevention and Health Promotion Administration (PHPA)  
Center for Administrative Services  
201 W. Preston Street - 3rd Floor (323 F)  
Baltimore, MD 21201  
Phone: 410-598-0371  
e-mail: [dana.wright@maryland.gov](mailto:dana.wright@maryland.gov)

**Contract Monitor:** Jessica Rose-Malm  
Prevention and Health Promotion Administration  
Center for Chronic Disease Prevention and Control  
201 W. Preston Street - 3rd Floor (306-J-10)  
Baltimore, MD 21201  
Phone: 410-767-4189  
e-mail: [jessica.rose-malm@maryland.gov](mailto:jessica.rose-malm@maryland.gov)

**Proposals are to be sent to:** Maryland Department of Health  
Prevention and Health Promotion Administration  
Center for Administrative Services  
Attention: Dana Wright/PHPA 1827/ BPM029523  
e-mail: [phpa.procurement@maryland.gov](mailto:phpa.procurement@maryland.gov)

**Pre-Proposal Conference:** There will not be a Pre-Proposal Conference for this RFP.  
(See RFP Section 1.8)

**Closing Date and Time:** May 26, 2022, at 3:00 PM Local Time

## **SECTION 1 - GENERAL INFORMATION**

### **1.1 Summary Statement**

- 1.1.1 The Maryland Department of Health (MDH or the Department), Center for Chronic Disease Prevention and Control (CCDPC), is issuing this Request for Proposals (RFP) to support adoption of workplace health promotion policies and/or benefits that improve employee health behavior. Contractor will research, develop, implement, and evaluate the impact of one new business policy or benefit in the area of nutrition, physical activity, or diabetes prevention. Contractor will track and report to MDH the strategies used to develop the policy or benefit, such as use of sample policies, employee surveys, or outreach to other businesses. Contractor will also track and report the steps taken to implement and promote the policy or benefit, including number of trainings, emails, or webinars presented to employees. Contractor will track and report the impact of the new policy or benefit, using metrics such as number of employees utilizing the benefit or changes in self-reported nutrition or physical activity behavior. Eligibility for these awards are limited to businesses participating in the Healthiest Maryland Businesses (HMB) program.
- 1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is 7/15/2022-6/30/2023.
- 1.1.3 The Department intends to make up to five awards as a result of this RFP. This Contract will be awarded under the Small Procurement Delegation and therefore cannot exceed \$50,000 per COMAR 21 regulation. The total for the five awards shall not exceed the \$50,000.00 Small Procurement Delegation.
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

### **1.2 Contract Type**

The Contract resulting from this solicitation shall be a firm fixed price as defined in COMAR 21.06.03.02.

### **1.3 Procurement Method**

This solicitation shall be made in accordance with the small procurement regulations described in COMAR 21.05.07.

### **1.4 Procurement Officer**

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Dana Wright  
Procurement Officer  
201 W. Preston Street, 3rd Floor  
Baltimore, MD 21201  
Phone Number: 410-598-0371  
E-mail: [dana.wright@maryland.gov](mailto:dana.wright@maryland.gov)

The Department may change the Contract Officer at any time by written notice.

### **1.5 Contract Monitor**

The Contract Monitor is:

Jessica Rose-Malm  
Maryland Department of Health  
Center for Chronic Disease Prevention and Control  
201 W. Preston Street, 3rd Floor  
Baltimore, MD 21201  
Phone Number: (410) 767-4189  
E-mail: [jessica.rose-malm@maryland.gov](mailto:jessica.rose-malm@maryland.gov)

The Department may change the Contract Monitor at any time by written notice.

### **1.6 eMaryland Marketplace Advantage**

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

eMMA is an electronic commerce system administered by the Maryland Department of General Services. The RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMMA.

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov/>, click on "Register" to begin the process, and then follow the prompts.

### **1.7 Questions**

Written questions from prospective Offerors will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: [phpa.procurement@maryland.gov](mailto:phpa.procurement@maryland.gov). Please identify in the subject line the Solicitation Number and Title.

Questions are requested to be submitted at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

### **1.8 Pre-Proposal Conference**

There will not be a Pre-Proposal Conference for this RFP.

### **1.9 Proposals Due (Closing) Date and Time**

Proposals, in the number and form set forth in Section 4.2 "Proposals" must be received by the Procurement Officer, at the address listed on the Key Information Summary Sheet, no later than 3:00 PM Local Time on May 28, 2022 in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Proposals received after the due date and time listed in this section will not be considered. For any submission that is not hand delivered, the offerors must confirm, at least 60 minutes before the deadline, that the proposals were received in PHPA Procurement. PHPA is not responsible for proposals dropped off in the mailroom. Questions regarding this solicitation should be directed (**By e-mail only**, no phone calls will be accepted) to the PROCUREMENT OFFICER.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals. Multiple and/or alternate Proposals will not be accepted.

### **1.10 Award Basis**

The Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP, for providing the goods and services as specified in this RFP. See RFP Section 5 for further award information. Up to four (4) additional awards will be made to the next highest overall-ranked Offerors.

### **1.11 Revisions to the RFP**

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

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

### **1.12 Cancellations**

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations. In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4). If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3- 207(b)(2).

## **SECTION 2 – MINIMUM QUALIFICATIONS**

### **2.1 Offeror Minimum Qualifications**

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

2.1.1 The Offeror must be an active participant in the Healthiest Maryland Businesses program. As proof of meeting this requirement, the Offeror shall provide with its Proposal confirmation of CDC Worksite Health ScoreCard submission on or after June 15, 2021.

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## **SECTION 3 – SCOPE OF WORK**

### **3.1 Background and Purpose**

The State is issuing this solicitation for the purposes of supporting adoption of workplace health promotion policies and/or benefits that improve employee health behavior. Founded in 2013, Healthiest Maryland Businesses (HMB) is a statewide initiative to promote and support a culture of wellness within the workplace. The goals of HMB are to:

- Raise awareness of the importance of sustaining a healthy workforce;
- Assist businesses to develop an evidence-based, effective, and sustainable approach to workplace wellness;
- Build a network of business leaders who implement healthy workplace policies and practices; and
- Recognize businesses for their commitment and success.

Any business located in Maryland is eligible to become a Healthiest Maryland Business. For information on how to join HMB, go to <https://phpa.health.maryland.gov/ccdpc/HMB/Pages/How-to-Join.aspx>.

The business case for health promotion is clear. Worksite wellness programs have potential to increase employees' productivity, reduce absenteeism, and increase morale.<sup>1,2</sup> Additionally, these initiatives can contribute to employee recruitment and retention.<sup>3</sup>

Although worksite wellness initiatives often focus on developing and delivering health promotion programs to employees, businesses can also embed health promotion in their organizational policies and benefit packages. Unlike wellness programs that target individual behavior, policy and benefit strategies shape the wellness environment of the workplace as a whole and stand to impact the health of all employees. The Centers for Disease Control and Prevention's Workplace Health Resource Center provides a number of evidence-based policy and benefit recommendations that businesses can implement to promote employee health.<sup>3</sup>

The Employer Mini-Contracts to Support Workplace Policy Change will provide up to five one-time contracts to Maryland employers that participate in the HMB program. The goal of these contracts is to support businesses in developing and implementing policies and/or benefits in the following health promotion categories:

**Nutrition** - Poor nutrition is associated with an increased risk for many chronic diseases. Eating patterns that are high in sodium, added sugar, and fat can contribute to cardiovascular disease, type 2 diabetes, and certain cancers. Conversely, eating patterns high in fruits and vegetables, whole grains, and lean proteins are associated with lower rates of chronic disease.<sup>4</sup>

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<sup>1</sup> Goetzel, RZ, Ozminkowski, RJ. The health and cost benefits of work site health-promotion programs. *Annu Rev Public Health*. 2008;29:303-323.

<sup>2</sup> Mills PR, Kessler RC, Cooper J, Sullivan S. Impact of a health promotion program on employee health risks and work productivity. *Am J Health Promot*. 2007;22(1):45-53.

<sup>3</sup> <https://www.cdc.gov/workplacehealthpromotion/health-strategies/index.html>

<sup>4</sup> [https://www.dietaryguidelines.gov/sites/default/files/2021-03/Dietary\\_Guidelines\\_for\\_Americans-2020-2025.pdf](https://www.dietaryguidelines.gov/sites/default/files/2021-03/Dietary_Guidelines_for_Americans-2020-2025.pdf)

Employers can promote better nutrition within their workforce by implementing policies that maximize the availability of nutritious foods in the workplace and/or limit the availability of less healthy foods. Evidence-based examples of nutrition policies and benefits include:

- Healthy food policies that specify nutrition standards (e.g., low in added salt and sugar, only whole grains, variety of fruits and vegetables) for food and drinks served in the cafeteria, vending machines, and events.<sup>5</sup>
- Ensuring health insurance coverage for clinical nutrition counseling.<sup>6</sup>

**Physical Activity** - A worksite wellness physical activity promotion can help improve employee health, thereby reducing health care costs.<sup>7,8</sup> Physical activity reduces risk for chronic disease and improves health for those living with chronic conditions.<sup>9</sup>

Employers can enact policies and benefits that create opportunities for employees to move more and reduce barriers to physical activity. Evidence-based examples of physical activity policies and benefits include:<sup>10</sup>

- Flexible schedules for start, end, and break times (“flextime”) that allow employees to incorporate physical activity into their workday while still working a standard number of hours.
- Active transportation policies that support employees in walking or biking to work.<sup>11</sup>
- Subsidizing the cost of gym membership or fitness classes when on-site exercise facilities are not available.

**Diabetes Prevention**- Diabetes is one of the most prevalent chronic diseases among adults in Maryland. More than 10 percent of Maryland’s adults have diabetes, while an additional 34 percent have prediabetes.<sup>12</sup> Many factors contribute to an increased risk of diabetes, including poor nutrition, lack of physical activity, high blood pressure, and genetics.

Workplace policies and benefits that promote good nutrition and physical activity, like those listed above, can help employees reduce their risk of diabetes. Employers may also consider evidence-based benefits to reduce the risk of diabetes and diabetes-related complications such as:

- Covering the employee cost of participation in the National Diabetes Prevention Program or another evidence-based program to prevent diabetes.<sup>13</sup>
- Providing health coverage with free or subsidized out-of-pocket costs for diabetes medications as well as supplies for diabetes management (e.g., glucose test strips, needles, monitoring kits).<sup>14</sup>
- Providing health coverage for self-measured blood pressure monitors.<sup>15</sup>

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<sup>5</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3986994/>

<sup>6</sup> <https://www.cdc.gov/workplacehealthpromotion/health-strategies/nutrition/interventions/index.html>

<sup>7</sup> Naydeck BL, Pearson JA, Ozminkowski RJ, Day BT, Goetzel RZ. The impact of the Highmark employee wellness programs on 4-year health care costs. *J Occup Environ Med.* 2008;50(2):146-156.

<sup>8</sup> Baicker K, Cutler D, Song Z. Workplace wellness programs can generate savings. *Health Affairs.* 2010; 29(2):1-8.

<sup>9</sup> [https://health.gov/sites/default/files/2019-09/Physical\\_Activity\\_Guidelines\\_2nd\\_edition.pdf](https://health.gov/sites/default/files/2019-09/Physical_Activity_Guidelines_2nd_edition.pdf)

<sup>10</sup> <https://www.cdc.gov/workplacehealthpromotion/health-strategies/physical-activity/interventions/index.html>

<sup>11</sup> <https://www.countyhealthrankings.org/take-action-to-improve-health/what-works-for-health/strategies/multi-component-workplace-supports-for-active-commuting>

<sup>12</sup> <https://health.maryland.gov/phpa/ccdpc/Documents/Diabetes%20Action%20Plan%20documents/Diabetes%20Action%20Plan%20June%201%202020.pdf>

<sup>13</sup> <https://coveragetoolkit.org/about-national-dpp/evidence/>

<sup>14</sup> <https://www.cdc.gov/workplacehealthpromotion/initiatives/healthscorecard/pdf/CDC-Worksite-Health-ScoreCard-Manual-Updated-Jan-2019-FINAL-508.pdf>



**3.2 Scope of Work - Requirements**

The Contractor shall:

**3.2.1 General Requirements**

3.2.1.1 Identify one single point of contact (program manager) for this program.

3.2.1.2 Select at least one evidence-based policy/benefit option from those listed below.

Nutrition (N)	Physical Activity (P)	Diabetes Prevention (D)
N1. Adopt a written policy regarding procurement of food items for cafeterias, vending machines, meetings, and snack stands to improve the nutrition quality of available foods.	P1. Adopt a written flextime scheduling policy (allowing for flexible start/end times or extended lunch breaks) that encourages employees to be physically active during the work day.	D1. Adopt a benefit change that covers the full employee cost of participation in the National Diabetes Prevention Program or another evidence-based program to prevent diabetes.
N2. Adopt a benefit change to ensure health insurance coverage for clinical nutrition counseling.	P2. Adopt a written paid activity break policy that allows employees to use paid time during the work day for physical activity breaks.	D2. Adopt a benefit change to ensure free or subsidized out-of-pocket costs for diabetes medications as well as supplies for diabetes management (e.g., glucose test strips, needles, monitoring kits).
	P3. Adopt a written active transportation policy to support employees in walking, biking or other forms of active commuting.	D3. Adopt a benefit change to cover the cost of self-measured blood pressure monitors.
	P4. Adopt a new benefit subsidizing the cost of gym memberships or fitness classes when on-site exercise facilities are not available.	

3.2.1.3 Develop a new business policy/benefit, or revise an existing policy/benefit, to align with the evidence-base policy/benefit option selected.

A. Conduct research into policy/benefit language, implementation strategies, and experiences of other businesses in enacting similar policies/benefits.

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<sup>15</sup> Community Preventive Services Task Force (2016). Heart Disease and Stroke Prevention: Self-Measured Blood Pressure Monitoring Interventions for Improved Blood Pressure Control. <https://www.thecommunityguide.org/sites/default/files/assets/HDSP-Self-Measured-Blood-Pressure-508.pdf>.

- B. Write new policy/benefit or revise an existing policy/benefit to align with the evidence-based option selected and reflect relevant research.
- C. Develop an implementation plan, including:
- D. Timeline for implementation;
  - a. How the new policy/benefit will be announced to staff;
  - b. How staff will be educated about:
    - i. Who the policy/benefit applies to,
    - ii. How to utilize the policy/benefit,
    - iii. Any incentives to participate or consequences for not participating, and
    - iv. How the new policy/benefit will contribute to better health for all employees, regardless of health status or ability; and
  - c. How the new policy/benefit will be promoted internally and externally (if applicable).

3.2.1.4 Implement the new policy/benefit.

- A. Announce the new policy/benefit to staff;
- B. Educate staff about the new policy/benefit, including:
  - a. Who the policy/benefit applies to,
  - b. How to utilize the policy/benefit,
  - c. Any incentives to participate or consequences for not participating, and
  - d. How the new policy/benefit will contribute to better health for all employees, regardless of health status or ability; and
- C. Promote the new policy/benefit internally and externally (if applicable).

3.2.1.5 Evaluate the changes in employee health behaviors and/or utilization of benefits that result from the policy/benefit change.

- A. Identify appropriate metrics to evaluate employee health behaviors and/or utilization of benefits.
- B. Collect data for each metric prior to implementing the new policy/benefit to establish baseline rates of health behaviors and/or utilization of benefits.
- C. Collect data for each metric following implementation to evaluate changes in behaviors and/or utilization.

3.2.1.6 **The Americans with Disabilities Act:** The Americans with Disabilities Act (<https://www.ada.gov/>) protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities. Accessibility and inclusion of diverse populations are essential to reduce health disparities for vulnerable populations. Contractors must comply with all ADA requirements in their work to ensure the needs of persons with disabilities and other vulnerable populations are met. This includes, but is not limited to:

- facilities and any venues used for meetings/conferences are accessible;
- requested accommodations are provided in a timely manner; and
- written and printed materials developed in accessible formats (easy to read, large print, etc.), or providing access to alternative formats.

For contracts which include direct patient care or service delivery through a program, the ADA requires entities provide full and equal access for people with disabilities. This includes, but is not limited to:

- reasonable modifications of policies, practices, and procedures;
- effective communication; and
- accessible facilities.

### **3.2.2 Reports**

3.2.2.1 An Interim Progress Report featuring a copy of the written policy/benefit with planned implementation, staff education, promotion, and evaluation strategies is due January 1, 2023.

3.2.2.2 A Final Report including a summary of work done, outcome metrics, number of employees impacted by the policy/benefit change, and lessons learned is due July 31, 2023.

## **3.3 Invoicing**

### **3.3.1 General**

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

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

### **3.3.2 Invoice Submission Schedule**

The Contractor shall submit invoices in accordance with the following schedule:

- A. Initial invoice for one half of the contract total upon submission of a final work plan.
- B. Final invoice for the remaining balance of the contract must be received by July 31, 2023. A Final Report must accompany the invoice.

## SECTION 4 – PROPOSAL FORMAT

### **4.1 Two Part Submission**

Offerors shall submit Proposals in separate volumes:

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

### **4.2 Proposals**

4.2.1 Proposals must be submitted by email to the email address listed on the Key Information Summary Sheet. The Procurement Officer will not accept submission after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the Procurement Officer email box. Time stamps on outgoing email from Applicants shall not be accepted.

4.2.1.1 The email submission subject line shall state the RFP Title and number and either Technical Proposal or Budget Narrative.

4.2.1.2 Two Part Submission:

- A. Technical Proposal (See 4.3.)
- B. Financial Proposal (See 4.4)

4.2.2 In addition to email, Proposals can be sent by FedEx or UPS. If mailing, each Proposals shall contain an unbound original\*, so identified, and three (3) copies. Unless the resulting package will be too unwieldy, the State's preference is for the Application to be submitted in a single package including a label bearing:

- The RFP title and number,
- Name and address of the Applicant, and
- Closing date and time for receipt of Applications

To the Procurement Officer prior to the date and time for receipt of Proposals (see Section 1.p "Proposals Due (Closing) Date and Time").

4.2.2 Proposals will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

**\*All information submitted as part of this proposal is subject to release under the Public Information Act (PIA). If you would like the Maryland Department of Health (MDH) to consider redactions in the event that your proposal is subject to a PIA request, submit a proposed PIA copy including justifications for each redaction and under what statute that justification is qualified for redaction.**

### **4.3 Volume I – Technical Proposal**

**Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing information is to be included only in the Financial Proposal (Volume II).**

4.3.1 **The Technical Proposal** shall include the following documents and information in the order specified as follows:

#### 4.3.1.1 Transmittal Letter:

- Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMMA number;
- Offeror's MBE certification number (if applicable);
- Offeror's SBR number (if applicable) – please contact eMMA at 410-767-1492 if you don't know your number.

#### 4.3.1.2 Minimum Qualifications Documentation (If applicable)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

#### 4.3.1.3 Offeror Technical Response to RFP Requirements and Proposed Work Plan:

- a. The Offeror shall address each Scope of Work requirement (Section 3.2) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- b. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- c. The Offeror may identify any related expertise or work that may add value to this proposal.

#### 4.3.1.4 Signed W-9 with Contact Person Names and Phone Number

<b>4.4 Volume II – Financial Proposal</b>
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Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 "Proposals," the Offeror shall submit an original unbound copy of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Exhibit B**. The Offeror shall complete the Financial Proposal Form only as provided in the RFP.

## **SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE**

### **5.1 Evaluation Committee**

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

### **5.2 Technical Proposal Evaluation Criteria**

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance.

5.2.1 Organizational Capacity/Technical Proposal Documentation – The extent to which the Offeror:

- A. Demonstrates organizational capacity to implement the project, including relevant experience and staff training.
- B. Provides all background information as outlined in 4.3.1.3 Offeror Technical Response to RFP Requirements and Proposed Work Plan.

5.2.2 Scope of Work – This section will be evaluated on the extent to which the Offeror:

- A. Describes the approach to address each item in the scope of work as outlined in section 3.2.1 and 3.2.2.
- B. Acknowledged agreement to meet the Americans with Disabilities Act Statement in Section 3.2.1.6 and will meet all requirements.

5.2.3 Work Plan - This section will be evaluated to the extent to which the Offeror:

- A. Includes a completed, viable work plan with measurable objectives and activities.
- B. Includes the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work.
- C. Includes a realistic timeline to complete work described in the scope of work.

### **5.3 Financial Proposal Evaluation Criteria**

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Exhibit B - Financial Proposal Form**. In cases where the financial cost is fixed, then only the technical proposals are ranked.

### **5.4 Selection Procedures**

#### **5.4.1 General**

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have

submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

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

#### **5.4.2 Award Determination**

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

## **RFP ATTACHMENTS**

### **EXHIBIT B – Financial Proposal Form**

This must be completed and submitted with the Technical Proposal in a separate envelope.

### **ATTACHMENT A – Contract**

This is the sample contract used by the Department. **It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time.** Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer one (1) executed copy of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

### **ATTACHMENT B – Proposal Affidavit**

This must be completed and submitted with the Technical Proposal.

### **ATTACHMENT C – Work Plan Template**

This must be completed and submitted with the Technical Proposal.



**EXHIBIT B – FINANCIAL PROPOSAL FORM**

**FINANCIAL PROPOSAL FORM**

The Financial Proposal shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Form format. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit costs for each option year. Failure to adhere to any of these instructions may result in the financial proposal being determined non-responsive and rejected by the Department.

Price is based on Section III at a Total Cost of: \$\_\_\_\_\_.

Submitted By:  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Location(s) from which services will be performed (City/State): \_\_\_\_\_

FEIN: \_\_\_\_\_

eMMA #: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ -- \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_ -- \_\_\_\_\_

E-mail: \_\_\_\_\_

Request for Proposals: Employer Mini-Contracts to Support Workplace Policy Change  
Solicitation Number: PHPA - 1827/ BPM029523

**ATTACHMENT A – CONTRACT**

**STATE OF MARYLAND  
DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
SMALL PROCUREMENT CONTRACT**

THIS CONTRACT (the "Contract"), is made as of the \_\_\_ day of \_\_\_\_\_ by and between the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE ("Department"), and \_\_\_\_\_ ("Contractor") whose principal office in Maryland is \_\_\_\_\_ and whose principal business address is \_\_\_\_\_.

The parties agree as follows:

**1. Scope of Contract.**

(a) The Contractor shall provide the following goods or services:

The scope of work or solicitation dated \_\_\_\_\_ is attached and incorporated by reference as Exhibit \_\_\_. The Contractor's bid or proposal dated \_\_\_\_\_ is attached and incorporated by references as Exhibit \_\_\_. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.

(b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

**2. Term of Contract.** The term of this Contract shall be for the period of \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.

**3. Compensation and Method of Payment.**

**a. Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$ 0.00.

**b. Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

**c. Tax Identification Number.** The Contractor's Federal Tax Identification Number is \_\_\_\_\_. The Contractor's Social Security Number is \_\_\_\_\_ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.

**d. Invoicing.** All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. An initial invoice shall be submitted in triplicate no later than 14 days after the contract start date. A final invoice

shall be submitted in triplicate no later than July 31, 2023. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

**4. Contract Monitor.** The Department designates \_\_\_\_\_ to serve as Contract Monitor for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Contract Monitor.

**5. Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

**6. Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

**7. Termination for Default.** If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**8. Termination for Nonappropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

**9. Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the

commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

**10. Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

**11. Anti-Bribery.** The Contractor certifies that, to the Contractor’s best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business’s contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

**IN WITNESS THEREOF,** the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR	STATE OF MARYLAND MARYLAND DEPARTMENT OF HEALTH
_____ (Seal)	_____
By:	By:
(Printed Name and Title)	(Printed Name and Title)
_____	_____
Date	Date

Attachments: Exhibit A: Scope of Work or Solicitation  
Exhibit B: Bid or Proposal

Form Approved: 2/2012

## ATTACHMENT B – 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):

\_\_\_\_\_  
\_\_\_\_\_

**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 Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) 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;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and

- (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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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 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):

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**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:

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

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
  - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

\_\_\_\_\_  
\_\_\_\_\_

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

**M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

**I FURTHER AFFIRM THAT:**

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.

**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 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.

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:

\_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

Printed Name:

\_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

Title:

\_\_\_\_\_  
*Title*

Date:

\_\_\_\_\_  
*Date*

## ATTACHMENT C – Work Plan Template

### Instructions:

Use the work plan template to outline strategy, objectives, and activities for the project period. **Add additional sections or rows as necessary.** Refer to the following definitions for use in this document:

1. **Outcome Objectives:** Measurable changes in supportive policy, systems, or environments. Objectives must be SMART (Specific, Measurable, Achievable, Realistic, Time-phased). CDC Guide to Writing SMART Objectives: <http://www.cdc.gov/healthyyouth/evaluation/pdf/brief3b.pdf>

2. **Activities:** A list of key actions that will be implemented. If possible, these actions should be specific, measurable, and adequate in quantity such that their completion should lead to the accomplishment of the outcome objective.

<b>Jurisdiction:</b>	
<b>Contact Person:</b>	
<b>Email Address:</b>	
<b>Phone Number:</b>	

<b>Step #1</b>	<b>Research, develop, and finalize the new policy/benefit.</b>			
<b>Outcome Objective #1:</b>				
<b>Activity</b>	<b>Person Assigned</b>	<b>Key Partners</b>	<b>Measure</b>	<b>Timeline</b>

<b>Step #2:</b>	<b>Implement and promote the new policy/benefit and educate employees about how to use it.</b>			
<b>Outcome Objective #1:</b>				
<b>Activity</b>	<b>Person Assigned</b>	<b>Key Partners</b>	<b>Measure</b>	<b>Timeline</b>


<b>Step #3:</b>	<b>Evaluate the changes in employee health behaviors and/or utilization that result from the policy/benefit change.</b>			
<b>Outcome Objective #1:</b>				
<b>Activity</b>	<b>Person Assigned</b>	<b>Key Partners</b>	<b>Measure</b>	<b>Timeline</b>