

REQUEST FOR APPLICATIONS

PRINCE GEORGE'S COUNTY DEPARTMENT OF SOCIAL SERVICES

"Employment and Training Program – ETP"

Issuance Date: February 22, 2011

Closing Date: April 1, 2011

Closing Time: 4:00 p.m.

Pre-Proposal Informational Meeting

March 4, 2011

1:00 p.m. – 3:00 p.m.

**DSS Contact: Ms. Jacci Jackson-Jenifer
Office of Contracts and Procurement
Prince George's County Department of Social Services
301-909-7050**

**Gloria L. Brown
Director**

WARNING: *Prospective offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the RFA or other communications can be sent to them. Any prospective offeror who fails to notify the Issuing Office of this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.*

The State of Maryland and Prince George's County strongly encourage minority businesses to participate in this procurement process.

Issue Date: February 22, 2011

Closing Date: April 1, 2011

INTRODUCTION

The Prince George's County Department of Social Services (PGCDSS), in its capacity as the lead organization for welfare reform in Prince George's County, is seeking applications to provide workforce participation, full time employment placement, and retention services. PGCDSS seeks providers capable of assisting approximately 1,700 existing or prospective customers to develop and enhance their employability skills and abilities, become economically self-sufficient, and eliminate reliance on public social services. PGCDSS intends to award multiple contracts totaling approximately **\$2,500,000**, to vendors who demonstrate the ability to successfully meet the requirements of this RFA. The selected vendors will have complete responsibility and be accountable to PGCDSS for the Scope of Services it proposes to provide under any contract awarded as a result of this RFA even if a portion or portions is subcontracted.

SECTION I: GENERAL DESCRIPTION

I.1. Summary of Services Required

During the first years of welfare reform, PGCDSS focused much of its efforts on transitioning Temporary Cash Assistance (TCA) customers to independence and has successfully reduced the TCA caseload. While this progress is notable, it is also important to ensure this trend continues so our newly independent workforce receives the ongoing support and training necessary to ensure continued growth and economic success. PGCDSS seeks experienced and qualified entities to provide employment-related services to target populations, specifically Temporary Cash Assistance (TCA) applicants and recipients, Supplemental Nutrition Assistance Program recipients, and Non-Custodial Parents. Additional populations needing similar services may be added at the discretion of PGCDSS. TCA is a federal/state program for eligible children and their parents or other caretakers that provides time-limited cash assistance to meet a short-term need or crisis. The Supplemental Nutrition Assistance Program provides monthly benefits to eligible households to purchase food items. In order to receive benefits, some TCA and Food Stamp recipients are required to be working towards employment and self-sufficiency. PGCDSS also provides similar employment services to non-custodial parents referred by the Office of Child Support Enforcement.

Overall program goals include, but are not limited to:

- Assisting families to become independent through work, personal and family responsibility, and community involvement;
- Providing a seamless support system for individuals and families striving to achieve their full economic potential;
- Full engagement of all mandatory customers in countable work activities;
- Long-term job retention;
- Development of viable work opportunities for individuals with multiple barriers to employment.

The total funds available under this RFA shall not exceed **\$2,500,000** for all program services provided and are allocated on a pay-for-performance basis. These funds are subject to availability and appropriation of funds and Federal, State and County guidelines governing the grant under which this award will be funded. PGCDSS reserves the right to renegotiate services delivered under any contract resulting from this RFA as determined necessary by the County to meet changes in federal and/or state regulations.

I.2. Eligible Organizations

All interested parties are encouraged to apply.

I.3. Compliance with Laws and Tax Obligations

By submitting a proposal in response to this RFA, the Applicant(s) hereby represents and warrants:

- (a) It is qualified to do business in the State of Maryland, is in good standing (**submit as Attachment 1**) and will take such action as, from time to time, may be necessary to remain so qualified. Applicant(s) not currently registered may contact SDAT/Charter Division via the web (www.dat.state.md.us), by phone (410.767.1340), email (charterforms@dat.state.md.us), or regular mail (State Department of Assessments and Taxation, Charter Division, 301 W. Preston St., Room 801, Baltimore, MD 21201) for guidance. Note: The certificate must be dated within 6 months of the closing date of this RFA in order to be recognized as current;
- (b) It is not, nor any of its proposed sub-contractors, debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. (See Addendum 2.1 and **submit as attachment 2**);
- (c) It is not in arrears with respect to the payment of any money due and owing the State of Maryland, Prince George's County, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits and that it shall not become so in arrears should an award be made under this RFA;
- (d) It is in compliance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557) (See Addendum 2.2 and **submit as attachment 3**);
- (e) It is in compliance with the wage requirements of Subtitle 10A, Section 10A-144 of Prince George's County Code and will remain in compliance during the initial term of the contract and all subsequent renewal periods; will automatically pay an increase adjustment in this wage rate (if any) effective July 1 of each year; will keep and submit any verifiable records necessary to show compliance; will conspicuously post notices informing employees of the wage requirements, and will send a copy of each such notice to the Prince George's County Department of Social Services.
- (f) No funds have been paid or will be paid to any person influencing or attempting to influence the award of any contract, continuation, renewal, or amendment (See Addendum 2.3 and **submit as attachment 4**). No payments or sub-contracts have been or will be made to any officer or employee of the County whether elected or appointed, or members of his or her immediate family under any contract awarded as a result of this RFA (See Addendum 2.4 and **submit as attachment 5**);

(g) It shall keep fully informed of and comply with all Federal, State and local laws, ordinances, regulations and all orders and decrees of relevant governing, licensing and organizational bodies and tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed to carry out the activities and obligations under this Agreement or which in any way may otherwise affect or are applicable to the service or performance of services under the terms of this RFA; and

(h) It shall procure, at its expense, all licenses, permits, insurance and governmental approval, if necessary for the performance of its obligations under this RFA and any resulting contract.

Failure to meet these requirements will cause the application to be rejected.

I.4. Application Affidavits

The Application Affidavit (See Addendum 2.5 and **submit as attachment 6**) and Offeror Affidavit and Statement of Ownership (See Addendum 2.6 and **submit as attachment 7**) must be completed by all Applicant(s) responding to this RFA. These affidavits include anti-bribery, fraudulent or illegal business practices, non-collusion, debarment, and financial disclosure and political contribution disclosure affirmations.

Failure to submit these affidavits will cause the application to be rejected.

I.5. General Conditions & Certifications

Applicant(s) will be expected to abide by those rules and regulations set forth in the “General Conditions” (See Addendum 2.7) and the “Grant Assurances & Certifications” (See Addendum 2.8).

I.6. Joint Applications/ Applications Involving Sub-Contracting

PGCDSS will accept joint applications for this RFA, provided that organizations involved in the proposal provide the required information and certifications. Joint applications should clearly designate which entity has the authority to act as the Lead Organization in the event an award is made. When an organization participating in such a joint application withdraws prior to the award, the entire application shall be rejected. Withdrawal after an award shall result in the cancellation of the contract. The Lead Organization will be required to assume full responsibility for all services specified in the RFA upon award of a contract.

Agencies may also sub-contract a portion of the services to another agency. This is not considered a joint application, but such an application shall state the intent to sub-contract clearly, and identify the sub-contractor or the process by which a sub-contractor shall be selected. Appropriate documentation must accompany the proposal documenting the sub-contractors capacity to provide the proposed services. PGCDSS reserves the right to reject the selected sub-contractor and subcontractors are prohibited from performing any services under any contractual agreement resulting from this RFA without the prior approval of PGCDSS. Applicant(s) submitting applications involving sub-contractor(s) will be required to assume full responsibility for all services specified in the RFA upon award of a contract.

I.7. Minority and Small Business Preference

PGCDSS encourages applications from certified Minority and Small Business Enterprises. To be considered for bonus points, Applicant(s) must include proof of MDOT Minority Business Enterprise (MBE) certification and/or DGS Qualified Small Business (QSB) certification (**submit as Attachment 8**). *Applicant(s) that document their MBE and/or QSB status are eligible to receive ten (10) bonus points. Applicants that submit joint applications or utilize sub-contractors and can document a minimum of 30% of the services are performed by a certified MBE and/or QSB will be eligible for five (5) bonus points. Applicant(s) documenting their commitment that a minimum of 25% of their administrative/indirect funds will be allocated to certified MBE / QSB businesses will be eligible for two (2) bonus points.*

I.8. Accreditation

The PGCDSS is accredited by the Council on Accreditation (COA) (www.coastandards.org) and any Applicant awarded funding under this RFA will be required to adhere to the Council on Accreditation's Shelter Service Standards (PA-SH). PGCDSS encourages applications from organizations with current Council on Accreditation (COA) certification. To be considered for bonus points, Applicant(s) must include proof of COA certification (**submit as Attachment 9**). *Applicant(s) that document their COA status are eligible to receive five (5) bonus points.*

I.9 Funding Type and Amount of Funding Available

PGCDSS plans to award multiple contracts pursuant to this RFA. Evaluation points are awarded according to the viability and cost effectiveness of the application; however, applications are acceptable as long as they are responsive to the requirements of the RFA, do not exceed the maximum funding limit and clearly demonstrate the Applicant(s) ability to successfully transition customers into employment, prevent disruption of full-time unsubsidized employment, facilitate employee access to employment benefits and provide the skills training and support necessary for career advancement. The net program budget is equal to or less than **\$2,500,000** annually and represents the total funding available under this RFA. Applications that provide the most comprehensive services with the funds requested will be considered the most cost-effective.

Bonus points will be awarded for cash match contributions as follows: 5%: 5 points, 6-10%: 7.5 points, 11% or more: 10 points. Cash match is defined as additional cash resources for personnel and/or services that represent a DIRECT service to this project, from one or more of the following: the selected vendor, the federal government, State or local government, and/or private resources (i.e.; foundation grants, corporate contributions and fundraising activities). Cash matches must be documented separately and may not include any funds already received for this project.

Note: All matches must be realistic and Applicant(s) must certify that they will provide cash and in-kind resources in the amount proposed should an award be made.

I.10. Pre- Application Informational Meeting

The purpose of the pre-application information meeting will be to answer questions and provide guidance for the creation of the application. A Pre-Application conference will be held on March 4, 2011 from 1pm to 3pm at the Prince George's County Department of Social Services Administration Building, 805 Brightseat Road, Landover, Maryland 20785. While attendance at the Pre-Application Information Meeting is not mandatory, information presented may be very informative. All interested applicants are encouraged to attend. If your organization plans to send representatives, please notify the Issuing Office by 4 p.m. by March 2, 2011.

I.11. Queries

The closing date for verbal requests for clarification regarding this RFA will be 3pm on March 4, 2011. The closing date for submittal of written requests for clarification regarding this RFA will be 4:00 p.m. on March 9, 2011. Written questions must be submitted to the Issuing Officer via certified mail, fax (301.324.3533) or email (jjackso1@dhr.state.md.us). Responses to questions raised at the Pre-Application Information Meeting as well as written requests submitted by March 9, 2011 but no later than 4:00 p.m. will be titled "Addendum 3: RFA Q & A" and mailed to registered Applicant(s) in time for them to incorporate any changes into their final applications. This addendum will become an integral part of the RFA and any resulting award or contract.

I.12. Protests

Any Applicant(s) may file a protest in connection with this solicitation within 7 calendar days of its release. All protests must be submitted in writing to the ISSUING OFFICE. All protests must state the reason for the protest and provide written evidence or documentation to support the allegations. Protests will be acted on by appropriate parties within the Department within two weeks following receipt of the protest. Decisions of the PGCDSS appeals committee shall be final.

I.13. RFA Revisions / Cancellation

If it becomes necessary to revise this RFA, amendments will be mailed to all prospective Applicant(s) who were sent or are otherwise known by the ISSUING OFFICE to have obtained this RFA. Acknowledgment of the receipt of all amendments will be required from all Applicant(s). PGCDSS may cancel this RFA, in whole or in part, whenever this action is determined to be fiscally advantageous to the Department or otherwise in its best interest. Any funding awarded under this RFA is contingent upon receipt and appropriation of funding by PGCDSS. If no viable applications are received by the closing date, the County reserves the right to contact individual companies and request applications.

I.14. Application Closing Date and Submission Requirements

Applications must be hand delivered or mailed in time to ensure receipt by the Issuing Office identified below no later than 4:00 p.m. on April 1, 2011. An original (to be so identified) and six (6) copies must be submitted in sealed envelopes marked "**Application for Contract Pursuant to RFA Employment and Training 2011**" and the date of submission. Facsimile and email applications will not be accepted. Applications received after the closing date and time will not be considered.

ISSUING OFFICE

Jacci Jackson-Jenifer, Issuing Officer
Prince George's County Department of Social Services
Office of Contracts and Procurement
805 Brightseat Road
Landover, Maryland 20785
301-909- 7050

Applications must be submitted on 3 hole punch left side 8.5 " x 11" paper with consecutively numbered pages, margins no less than 1", type not less than 12 points and no less than 1.5 line spacing. Each application must contain all requested information and shall be divided by index tabs that clearly mark each section. Elaborate applications beyond the information needed to present a complete and effective response to this solicitation are not desired. PGCDSS will not be responsible for any costs incurred by any Applicant in preparing and submitting an application in response to this RFA.

Addendum 1 provides detailed instructions regarding the required contents of any response to this RFA. Applicant(s) should respond to all items in the instructions even if not specifically mentioned elsewhere. Applications that do not meet these requirements may be considered non-responsive and therefore not reviewed for funding.

I.15. Retention of Applications/Confidential & Proprietary Information

Applications received from any Applicant(s) in response to this RFA will become the property of the PGCDSS and will not be returned to the Applicant(s). The Department shall have the right to use, or authorize others to use, any or all ideas or adoption of the ideas presented in any application received in response to this RFA *except* those portions of the application(s) which have been identified as confidential, covered by legal patent or proprietary rights, or a trade secret. Such exclusions **MUST BE DOCUMENTED** by the Applicant(s) along with justification why such materials, upon request, should not be disclosed (**submit as Attachment 10**). A blanket statement declaring the entire application confidential is not acceptable. Selection or rejection of the application will not affect this right. In the event of a contract award, all data and documentation produced will become the exclusive property of the PGCDSS and may not be removed by any employee of the Applicant or released to any person without the written permission of the Department.

I.16. Application Evaluation

All applications received by the closing date and time will be reviewed by the ISSUING OFFICE to ensure minimum requirements have been met. Failure to comply with any mandatory requirements will normally disqualify an Applicant(s)' application, however PGCDSS reserves the right to accept, reject or negotiate all applications, in whole or in part, received in response to this RFA or to waive or permit cure of minor irregularities to serve the best interest of Prince George's County, Maryland.

An Evaluation Committee representing related disciplines both internal and external to PGCDSS and established by the ISSUING OFFICE will evaluate applications meeting the minimum requirements. Minor irregularities in applications that are immaterial or inconsequential in nature may be waived or cured whenever it is determined to be in the best interest of the County. The Committee will examine the relationship of the cost of the application to the potential ability of the services proposed to meet the objectives of the RFA. In all cases, the size of the contract will reflect the scope and complexity of the activities undertaken, as well as funds available. The Committee may request additional technical assistance from any source. Applicant(s) who submit applications may be required to provide additional information orally or in writing. They may also be requested to submit to a site inspection by PGCDSS and/or Evaluation Committee representatives in order to clarify or document their applications.

Interviews may be scheduled by PGCDSS to clarify applications and/or negotiate acceptable contract terms. Following reference checks, the Committee will make a recommendation to the PGCDSS Director for contract award(s) to the Applicant whose application is determined to be most advantageous. PGCDSS may negotiate with Applicant(s) for the purpose of obtaining the best price or arriving at a statement of work that is most advantageous, however PGCDSS also reserves the right in its sole discretion to award a contract based upon the written applications received without prior discussions or negotiations. No Applicant(s) shall have any right of protest arising from such negotiation or lack thereof.

I.17. Award Notification / Contract Start Date and Duration

PGCDSS expects to notify successful and unsuccessful Applicant(s) for award under this RFA by May 1, 2011. From the date of that notification until the effective date of the award, it shall be the responsibility of the successful Applicant(s) to advise PGCDSS of any change in status regarding its ability to comply with the requirements mandated for the fulfillment of the terms of the contract. All prices, costs, key staff, terms and conditions in the application shall remain fixed and valid for 180 days after the closing date. This period may be extended by written mutual agreement between the Applicant(s) and the requesting agency.

Once awarded, any material changes to the project, both programmatic and fiscal, require prior approval from PGCDSS and all requests to modify the project or budget must be submitted in writing. Requests must include an impact statement and a detailed description of the change. In addition, this RFA, the application, BAFO documents and any additional supporting /clarifying documents submitted by the selected vendor(s) will be included by reference in any resulting contract agreement.

The initial contract period under this RFA will start on or after July 1, 2011 and end no later than June 30, 2012. Contracts may be renewed for up to four additional years contingent upon satisfactory achievement of performance objectives and the availability of funding. Renewals will be solely at the discretion of PGCDSS. Applicant(s) are advised that should funds awarded as a result of this RFA be fully earned by the selected vendor in advance of the contract expiration date, the selected vendor must continue to provide all contracted services through the end of the contract period at no additional cost.

The County reserves the right to authorize an advance of not more than 10% to assist with start-up costs as deemed appropriate and necessary. Applicants requesting an advance must indicate such on their budget.

I.18. Non-assignment of funds

Applicant(s) may not sell, in whole or in part, any funds or proceeds, real or anticipated, resulting from any award made and/or services rendered under this RFA.

I.19. Payments / Penalties

Any award made under this RFA is contingent upon receipt of funding by the PGCDSS and appropriation by the County. Funds will be disbursed for successful achievement of performance benchmarks and the Department will negotiate performance based payment terms with the Applicant awarded funding under this RFA. While PGCDSS will consider alternative performance based payments, it intends to tie the significant majority of payments to the successful and verifiable achievements of its TANF 2011 goals, specifically; placement of a customer in a direct work activity that is consistent with the federal and state work participation guidelines and leads to paid employment, placement of a customer in a permanent, full time unsubsidized position and retention of that customer in unsubsidized employment.

Payment of funds will be based on the receipt of viable monthly invoices clearly documenting achievement of pre-established pay-for-performance benchmarks as verified by PGCDSS. PGCDSS reserves the right to withhold contract payment in the event the selected vendor(s) does not provide PGCDSS with all required deliverables and/or verifiable documentation within the timeframe specified or in the event that the selected vendor otherwise materially breaches the terms and conditions of the contract. The decision of the PGCDSS is final.

The selected vendor must render services to the PGCDSS as defined in the final contract award documentation. Satisfactory compliance will be determined by the PGCDSS Program Monitor and documented in the Program Monitoring Plan on a monthly basis. Non-compliance may result in assessment of a graduated financial penalty (1st offense – Written Warning; 2nd offense – 5%; 3rd offense – 10%; 4th or greater offense – 25%). All percentages referenced will be assessed against the approved total invoices for the quarter reviewed. The decision of the PGCDSS is final.

I.20. Reporting

The selected Applicant(s) will be required to provide PGCDSS with the following reports in accordance with the time line(s) and format(s) specified by PGCDSS. Additional reports may be added by the PGCDSS as necessary to meet local, state and/or federal funding requirements. PGCDSS reserves the right to review all supporting documentation and verify all claims. Failure to submit required information in a timely fashion may result in termination of any contract awarded under this RFA.

- a. Daily Reports: The selected vendor must submit daily customer participation logs for all TCA Applicants reaching their 25th day of job search to the Program Monitor.
- b. Weekly Reports: The selected vendor must submit the following weekly reports to the Program Monitor:

Time and attendance forms for every customer.

List of non-cooperative customers referred back to PGCDSS for sanction including at a minimum: names, social security numbers, and reason (i.e., failure to comply, failure to report, refusing a job / job interview, and/or quitting a job).

List of customers entering employment – *regardless of duration* – including at a minimum: names, social security numbers, name of the employer, address, number of hours per week, reported rate of pay, start date, end date and benefits if any. Verification of employment must be attached.

- c. Monthly Reports: The selected vendor must submit a monthly programmatic service report and a monthly fiscal expenditure report with corresponding verifications to PGCDSS by the 15th calendar day following the end of each month.

Programmatic service reports are to be submitted to the Deputy Director for Family Investment and the Program Monitor. Programmatic service reports for customers must include at a minimum: the # of referrals received, # of customers enrolled and registered, # referred to jobs, # placed in subsidized and unsubsidized employment, average wage, average hours worked per week, # placed in jobs with benefits, # refusing to accept employment, # reaching 30 days, 60 days, 90 days and 180 days retention intervals, # placed in work experience sites, # exiting work experience placements, and # referred back to PGCDSS for non-participation. Programmatic service reports should also include a brief narrative regarding special activities or events, joint activities with other organizations, issues, concerns, and any other pertinent information as determined necessary by PGCDSS and/or the selected vendors.

Fiscal expenditure reports are to be submitted directly to the Chief of Contracts and Procurement. Fiscal expenditure reports must include a master invoice detailing each pay for performance benchmark, the total number claimed for each benchmark, the amount billed for each benchmark and the total amount invoiced for the month. A detailed summary including names, social security numbers and *original* easily verifiable documentation supporting each claim must be attached. The monthly expenditure report must also include a summary of the funds expended with certified MBE organizations as well as any expenses covered by in-kind and/or cash match resources. PGCDSS reserves the right to review and verify all supporting documentation for expenses incurred and billed.

- d. Year-End/Close Out Reports: The vendor must submit a final invoice along with a final programmatic report to PGCDSS that summarizes the results of the entire project and includes all related program material developed under this award by August 15, 2012.
- e. Annual Audit Report: The selected vendor must submit an Annual Audit Report by an independent auditor to PGCDSS within three months of the end of the agency's fiscal year. Additionally, if the vendor receives Federal Grant Funds, a compliance audit must be submitted in accordance with the Single Audit Act of 1984.
- f. IRS 990 Report: Tax exempt organizations are required to submit form 990 to the Internal Revenue Service on an annual basis. A copy of that report should be sent to PGCDSS

within 30 days after submission to the IRS.

I.21. Document Retention and Inspection

The selected vendor will be required to maintain complete and accurate records substantiating all actual expenditures and leaving a clear audit trail to the point of origin. The vendor must retain and maintain all books, records and other documents relevant to this award for a period of no less than three years after the date of final payment or a resolution of audit findings, whichever is later.

Upon receipt of written notice, the vendor must provide full access to, the right to examine, and/or transfer of any relevant material by or to Federal, State or County auditors who have substantiated the need for such in writing in the performance of their official duties, or any other person(s) as authorized by PGCDSS. Any contract payments found to have been made for non-program and/or ineligible purposes shall be returned to PGCDSS.

I.22. Monitoring

PGCDSS will evaluate the selected Applicant(s)' performance under the award utilizing the Applicant(s)' programmatic and fiscal reports as well as a series of scheduled and un-scheduled on-site monitoring visits conducted by the PGCDSS. Additional monitoring may be performed by Federal, State and/or County officials as deemed necessary by the PGCDSS.

I.23. Public Relations

PGCDSS reserves the right to request the successful Applicant(s) to provide information about their program and services for the purpose of promotional activities as well as to cooperate with representatives of the media attempting to bring public attention to this initiative. However, no staff member of the successful Applicant(s) or their partners and sub-contractors, shall discuss program related information with any member of the media without receiving the prior approval of the PGCDSS Director or his/her designee.

I.24. Confidentiality

Neither party shall use or disclose any confidential information to identify a recipient of the services provided through any contract awarded under this RFA for any purpose not directly related to the administration of such services, except upon written consent of the Party providing the information and the recipient (or his/her responsible parent, guardian or legal representative) unless the disclosure is required by Section 10-611 et. Seq., State Government Article 88A, Sections 6 and 6A, Maryland Annotated Code and COMAR 07.10.07, by court order, or for program monitoring by authorized agents of the County and/or PGCDSS. In addition, all parties are required to adhere to all privacy rights as established by the Health Insurance Portability and Accountability Act of 1996 (HIPPA). All requests for disclosure should be forwarded to the PGCDSS Director or his/her designee for dispensation.

I.25. Indemnification

Each Applicant is expected to be fully informed as to the extent and character of work required and completely familiar with the requirements of the RFA. Failure to do so will not relieve the Applicant of responsibility to fully perform the services proposed. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done and it is understood that the submission of an application under this RFA constitutes agreement.

The successful Applicant is responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons due to the Applicant's negligence or failure to perform any of the obligations under this RFA. In addition, the successful Applicant agrees to take proper health and safety precautions to protect their work, employees, the public, and the property of others from any damage or injury resulting from the performance of their work and agrees that neither PGCDSS or the County shall be liable for any injuries arising out of or during the course of employment related to this award.

The successful Applicant shall indemnify, defend and hold harmless Prince George's County, Maryland (the "County"), its agents, officials and employees, from any liability for any suits, actions or claims of any character arising from or relating to the negligence of the Applicant, its employees or its sub-contractors under this RFA. The Applicant agrees to indemnify and hold harmless the County from any loss, damage, cost, claim, judgment or other expenses suffered or incurred by the County by reason of the Applicant's negligence or failure to perform any of the obligations required herein. The Applicant expressly understands and agrees that any performance bond or insurance protection required by this RFA or otherwise provided by the Applicant in no way limits the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The County does not waive any right or defense or forebear any action, in connection herewith.

The successful Applicant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Applicant shall at its own expense, satisfy and discharge same. The Applicant understands that the County has no obligation to provide legal counsel or defense to the Applicant or its sub-contractors in the event a suit, claim or action of any character is brought by any person not party to this RFA against the Applicant, its employees or its sub-contractors as a result of or relating to the Applicant's obligations under this RFA.

I.26. Certificate of Insurance Requirements

The selected Applicant(s) will be required to obtain and keep in force for the term of the award the following insurance which must identify the Department of Social Services and Prince George's County Maryland as an additional insured on the policy. Applicant(s) should submit original certificates of insurance or documentation from their insurance company verifying such insurances are available to the Applicant should an award be made under this RFA (**submit as Attachment 11**).

- to
- a. Commercial General Liability Insurance to include off premises activities where applicable these limits:

\$1,000,000 bodily injury and property damage per occurrence;
\$1,000,000 personal and advertising injury;
\$1,000,000 products and completed operations, aggregate; and
\$1,000,000 general aggregate, per project (applicable to this project)

General aggregate is understood to mean applicable to all except products and completed operations coverage.

- b. Worker's Compensation Insurance covering the contractor's employees as required by Maryland Law & employers liability limits of not less than:

\$100,000 per accident;
\$100,000 per disease; and
\$500,000 disease aggregate

- c. Business Automobile Liability Insurance covering bodily injury & property damage in the minimum combined single limit of:

\$1,000,000 per accident

- d. Physical and Sexual Abuse Liability Insurance covering the Contractor's employees with liability limits of not less than:

\$100,000 per individual / \$300,000 per occurrence

- e. Misc. Professional (Errors and Omissions) Liability Insurance covering payment of all costs the Contractor shall become legally obligated to pay for damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable with liability limits of not less than:

\$1,000,000 per claim and aggregate

I.27. Acceptance of Referrals

The selected vendor must accept all referrals made by PGCDSS and / or its designee. The selected vendor is responsible for engaging the referred customer immediately upon receipt of the referral. Customers must be given a minimum of two opportunities to participate with the exception of good cause. Efforts to engage PGCDSS customers are critical and successful engagement has a direct impact on the selected vendor's ability to earn. Applicant(s) are strongly encouraged to develop a comprehensive customer engagement plan.

I.28 Non-Displacement

Section 407 (f)(2) of the Social Security Act, which was newly enacted in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, prohibits states from placing TCA customers in work activities with employers who have laid off or terminated regular employees. The displacement of regular employees by TCA customers under this award is strictly forbidden.

I.29 Hiring Agreement

By submitting an application in response to this solicitation, the Applicant(s) agree to execute and comply with the PGCDSS Hiring Agreement (Addendum 2.9 ~ submit as Attachment 12).

I.30. Applicable Policies, Procedures, Laws and Regulations

Applicant(s) are advised that any staff providing services under any award made as a result of this RFA must comply with applicable PGCDSS personnel policies and procedures as required by the PGCDSS. In addition, selected Applicant(s) must abide by existing state and federal laws and regulations governing services to PGCDSS customers and by all applicable zoning and building codes.

I.31. RFA Attachments and Checklist

Various attachments are required to respond fully to this application and should be arranged in the same order as the application parts and paragraphs, labeled accordingly, and attached at the end of the application. A checklist has been provided to help Applicant(s) ensure that all required documents are attached. Applicant(s) must initial the applicable response to each item indicating whether or not the required documents are enclosed (if a requested attachment is not applicable, Applicant(s) should provide a numbered attachment for that item marked "NOT APPLICABLE") and a completed checklist included with each application submitted in response to this RFA (See Addendum 2.9 and **submit as attachment 13**).

Please note that the checklist is provided as a guide only and may not be inclusive of all required forms. Complete applications remain the responsibility of the Applicant(s) and PGCDSS will not assume responsibility for any missing materials required under this RFA.

**Addendum 1:
Instructions and Application Format for Responding to
Request for Applications**

"Comprehensive Employment and Training"

These instructions contain the required content and format for agencies to submit an application for funding under the PGCDSS RFA **Comprehensive Employment and Training 2011**.

PART A: AUTHORIZATION FOR APPLICATION AND SUMMARY INFORMATION (5 Points)
(Maximum 2 pages)

Application Type: (Please check one) **Application Submission Date:** _____

- Single
- Single with subcontractor(s)
- Joint
- Joint with subcontractor(s)

*If applicable: MDOT MBE Certification # _____
 DGS QSB Certification # _____
 COA Accreditation Certification #: _____

Name of Applicant(s): _____

Business Address of Applicant: _____

Telephone Number: _____ **Facsimile Number:** _____

Contact Person Name & Title: _____

Telephone Number (if different from above): _____

Email Address: _____

Organization's Federal Tax Identification # (EIN): _____

Annual Operating Budget: _____ **Fiscal Reporting Year:** _____

Attach an original Corporate Acknowledgement (Complete Addendum 2.10 and submit with the Application as Attachment 14) stating that the person(s) signing this application is/are authorized to do so.

Attach a short statement (150 words or less) summarizing the purpose and activities of the organization(s) applying for funding and the date(s) it first started delivering services:

SEE ATTACHED	
Total Annual Cash Resources	\$
Total Annual In-kind Resources	\$
Total Annual Budget for Program:	\$

**Public funds cannot exceed \$2,500,000.00*

Authorized Representative/Title: _____

Authorized Representative's Signature: _____

Note: If this is a joint application, signatures for all Applicant(s) organizations must be included.

PART B: UNDERSTANDING THE TARGET POPULATIONS (10 Points)
(Maximum 4 pages)

1. The Applicant(s) should describe in this section its analysis of the environment in which the proposed work will be implemented and a general profile of the customers they are proposing to serve; including relevant data and sources. Responses to this section should include a brief description of the most prevalent barriers the target populations ~ Temporary Cash Assistance (TCA) applicants and recipients, Supplemental Nutrition Assistance recipients and Non-Custodial Parents ~ face in their efforts to secure and maintain independence.
2. Applicant(s) should also describe their understanding of the “mandatory” TCA population, the TANF requirements that drive PGCDSS’ objectives, and the Applicant’s proposed role in the delivery of direct services designed to achieve those objectives. Applicant(s) should state their willingness to participate in PGCDSS meetings, training sessions, forums or other programs to keep well informed of TANF policies and procedures.
3. Finally, Applicant(s) should fully describe their understanding of target employment industries and employers that offer the greatest potential for employment of these customers. The objective should be to give the reader a concise understanding of the network in which the Applicant(s) works or proposes to work in order to meet the basic and special needs of customers. If a chart is used it should be submitted as Attachment B.3.

PART C: STATEMENT OF WORK (40 Points)
(Maximum 20 pages)

The total funds available under this RFA cannot exceed \$2,500,000 (\$500,000 for TCA applicants, \$1,800,000 for TCA recipients, \$289,000 for Non-Custodial Parents and \$130,000 for Supplemental Nutrition Assistance recipients). Given the variability of prospective Applicant(s) responding to this RFA, PGCDSS does not spell out precisely how Applicant(s) should respond to these factors. PGCDSS acknowledges that different approaches may lead to the same outcomes and strongly encourages Applicant(s) to be as creative as possible in developing innovative programs to achieve the desired customer outcomes, however, every Applicant is required to describe the approach taken by the proposed program and the expected outcomes of their work. Thus, there are certain factors listed in this section that every Applicant must address.

Services must be directed towards equipping eligible customers to overcome barriers to employment, to increase their marketable skills and employability, to gain and/or retain employment and to transition from welfare to work.

Customers will be referred to the selected vendor for intensive employment related services. The selected vendor must demonstrate their ability to track customers. The Vendor must indicate the tracking system utilized to track customers while engaged in various “work activities”.

Target Populations (Informational purposes only)

- All applicants for TCA and all recipients of TCA are mandated to participate in employment-related services unless exempted according to the Code of Maryland Regulations (COMAR, Title 07, Subtitle 03, Family Investment Program).
- Certain food stamp recipients (SNAP/ABAWD) are mandated to participate in employment-related services unless exempted according to regulations for the Supplemental Nutrition Assistance (SNAP) Program (COMAR, Title 07, Subtitle 03.17.22).
- Certain non-custodial parents are required and/or may volunteer to participate in employment and job readiness related services in accordance with the State's Non-Custodial Parent Employment Program initiative.
- Certain exempt customers are required to participate in employment-related services according to the Code of Maryland Regulations (COMAR, Title 07, Family Investment Program). Exempt customers can be customers with children under the age of one, disabled, age 60 or older, etc.
- The Subsidized Employee Participant is a current TCA recipient who participates in the Subsidized Employment Program and agrees to accept the position and salary provided by the SE Employer. Funding under this RFA is for incentive performance benchmarked specifically for the development of subsidized employment opportunities for qualified customers.

Work Participation Requirements (Informational purposes only)

Temporary Cash Assistance

Maryland requires universal engagement of all mandatory customers receiving TCA in a "work activity" for at least 40 hours per week. Federally authorized "work activities" include: unsubsidized employment, subsidized private sector employment, subsidized public sector employment, work experience, on-the-job training (OJT), job search and job readiness assistance, community service and vocational education. There are restrictions that apply to some of these work activities and Applicant(s) will be expected to be knowledgeable regarding these restrictions.

Food Stamps (SNAP)

Maryland requires all non-exempt ABAWD Food Stamp recipients (able-bodied age 18-47 with no dependents) to participate in an approved work activity at least 20 hours per week (averaged monthly) in order to be eligible to receive Food Stamps. Work activities include unsubsidized employment and/or participation in an employment and training program, remedial education program, vocational training, work experience program governed by the Fair Labor Standards Act (FLSA) requirements, or a Work Prep program.

Separate work requirements exist for non-exempt SNAP (Supplemental Nutrition Assistance Program) registrants. These customers are required to engage in activities that lead to employment for at least 24 hours of activity during each 12-month period. Approved SNAP activities include vocational training, group job search, individual job search, remedial education, work experience, and self-employment training. The Maryland Department of Human Resources uses only one performance measure to judge the success of the SNAP Program: the percent of

registrants who participate. A “participant” is defined in the context of two groups of people: (1) registrants who began an activity component (i.e., attended the first day of the activity scheduled for them) and (2) non-exempt registrants who failed to cooperate with PGCDSS and received a Notice of Adverse Action (NOAA) from PGCDSS.

Non-Custodial Parent

Maryland has developed a dually funded state/county initiative to engage delinquent non-custodial parents in activities leading to gainful employment. All non-custodial parents participating in this program are to receive the same support services provided to our TCA customers.

Subsidized Employment

Subsidized Employment is a State optional component of the Family Investment Program (FIP), Maryland’s name for its welfare-to-work program operated under the authority of the Federal Temporary Aid for Needy Families (TANF) legislation. Maryland has elected to provide Subsidized Employment to support an employer in providing training and other support services to an employee who lacks sufficient skills and/or experience to be selected without such a subsidy. All subsidized employee participants in this program are to receive the same support services provided to our TCA customers.

The Work Participation requirements applicable to this RFA are summarized in the following table:

CATEGORY	DEFINITIONS	WORK REQUIREMENTS
Temporary Cash Assistance Customers	<ol style="list-style-type: none"> 1. Applicants 2. Recipients: <ul style="list-style-type: none"> • Adult Head of Household (HOH) who are not otherwise exempt or receiving SSI • Children 16-17 who are part of the TCA household and are not in school • Pregnant Minors who are part of the TCA household and are not in school 	<p>40 hours / week</p> <p><i>Note:</i> TCA work requirements are subject to change based on reauthorization of TANF.</p>
SNAP/ ABAWD Customers:	Able Bodied Adults 18-47 who have no children under 18 and are not physically or mentally disabled	80 hours / month
SNAP Customers	Adult HOH not otherwise exempt	24 hours / year
Non-Custodial Parents	Non-custodial parents who are unable to pay child support due to lack of employment	Number of hours determined by referring agency and/or court order.
Subsidized Employees	Customers selected to participate in the program who lack sufficient skills and/or experience	Minimum of 30 hours/week

Proposed Services:

Applicants must submit their plan for providing an array of employment-related services to TCA applicants, on-going TCA recipients, SNAP / ABAWD registrants, non-custodial parents and subsidized employment participants that assist and/or prepare them for economic independence through work. Plans should be sound, workable, contain clearly articulated measurable goals, objectives, outcomes and timeframes, and must address at a minimum:

1. **Facilities (target population: TCA Applicants to be served in the PGCDSS offices and TCA Recipients, Food Stamp (SNAP) Recipients, Non-custodial parents and Subsidized Employment participants to be served in the vendor's central office):**

Applicants should describe their plan for equipping, staffing, and operating a minimum of one (1) main service center located in Prince George's County (location to be identified by the Applicant(s) in response to this RFA) and three "Employment Resource Centers" (ERC); one in each of the following PGCDSS FIA district offices:

- Hyattsville Respectful, Innovative, Service Employees (RISE) DSS, 6505 Belcrest Road, Hyattsville, Maryland 20785
- Landover Respectful, Innovative, Service Employees (RISE) DSS, 425 Brightseat Road, Landover, Maryland 20785
- South County Respectful, Innovative, Service Employees (RISE) DSS, 4235 28TH Avenue, Temple Hills, Maryland 20785

Facilities must maintain a professional employment environment comparable to industry standards for job service centers, temporary employment centers, and professional recruitment offices and should include a resource/reference corner to make current employment resource information available to target populations to assist them in job search efforts (e.g., classified ads, trade publications, internet access, job line numbers, employment agency names and phone numbers, and Maryland Job Service information).

Requirements of ADA, Limited English Proficiency (LEP), Customer Rights and Responsibilities and other statements as required and approved by Prince George's County Department of Social Services must be posted in each Employment Resource Center. *Note:* PGCDSS will make the following equipment available to the selected vendor to facilitate the job search efforts of program participants in each ERC: Desks, chairs, phones (excluding long distance calls), computers, and access to the internet. Any additional equipment needed is the responsibility of the selected vendor.

Applicant(s) should also describe their plan to provide culturally competent services to program participants, including on-site language-specific services for participants for whom English language skills are limited or non-existent and in-house capacity to offer interpretive services in all languages. **Special Staff Requirements:** A minimum of one bilingual (Spanish-speaking) staff person must be onsite in each of the following offices: Hyattsville ERC, Landover ERC, and main service center.

2. **Enrollment and Employability Assessment (target population: TCA Applicants, TCA recipients with an assessment older than 60 days, Food Stamp (SNAP) recipients and Non-Custodial Parents):**

Applicant(s) should describe their process for enrolling and actively engaging PGCDSS referrals into their program on the day the referral is received as well as their proposed employability assessment process. Assessment instruments or tools are subject to approval by PGCDSS and the proposed instrument/tool should be submitted as Attachment C.2.1. Assessments must include but are not limited to a discussion of required work hours, areas of interest, commuting distance, education, work history, barriers to employment including the need for any supportive services, and physical requirements of available assignments if any. The assessment process should specifically include the use of career exploration, basic literacy, learning disability, and English language assessment / evaluation instruments.

Applicant(s) must also describe their plan for developing, implementing and maintaining a written Employability Plan for each program participant based on the Vendor's assessment and evaluation of participant's readiness for employment, including identification of supportive services needs (e.g., parenting classes, child care, transportation assistance, minor medical/dental expenses for the uninsured, clothing, etc.). Plans must include methods to assess family situations with key indicators of the need for additional services and must include strategies or actions planned to remove or alleviate identified barriers to employment. The employability plan is subject to approval by PGCDSS and the proposed plan should be submitted as Attachment C.2.2.

3. Barrier Removal / Support Services (target population: TCA Applicants, TCA recipients, Food Stamp recipients, Non-Custodial Parents and Subsidized Employees):

It will be the selected vendor's responsibility to fully prepare customers for the world of work. Applicant(s) should consider employment counseling an integral component of a successful diversion program and proposed staff should be knowledgeable in and have access to resources that can effectively address individual barriers to employment and/or job retention. Applicant(s) should describe their plan for assisting customers in identifying and removing barriers to employment and clearly identify those intervention services that will be provided directly by the Applicant(s) and those that will be provided through referrals to external support services. Applicant(s) should also include their plan to provide "wrap-around" programming so customers can meet the work activity requirement of 40 hours of activity per week when participating in a targeted external program (i.e.; substance abuse treatment and/or mental health counseling). Barriers to be addressed include, but are not limited to:

- Substance abuse
- Illiteracy
- English as a foreign language
- Behavioral problems and/or Learning disabilities
- Mental health problems
- Child care problems (i.e.; unique day care needs for special needs children, sick children and non-standard working hours)
- Transportation problems (i.e.; limited public transportation for customer in southern/rural areas of the County, customers working irregular or off-peak hours, transporting children to day care, and limited access to intra-County or cross-jurisdictional transportation).
- Domestic violence / Family or relationship issues

- Criminal background
- Poor work history / limited job skills
- Generational welfare dependence
- Health / Dental problems
- Stress / Depression (i.e.; anxiety related to children's problems in school and lack of community supports, after school programs, and mentoring support groups)
- Housing problems (i.e.; lack of affordable housing, eviction, and mortgage foreclosure)
- Excessive debt / Poor credit history (i.e.: bankruptcy and lack of budgeting skills)
- Attitude, physical appearance and/or hygiene problems

Applicant(s) must also include a procedure for issuing transportation assistance (i.e., gas cards, bus/metro rail smart cards, etc.) to target populations participating in work activities. Expenditures for transportation assistance must be tracked and reported monthly to the County by target population (TCA, Food Stamps, Non-Custodial and Subsidized Employees).

Applicant(s) are encouraged to identify and address any other issues they anticipate may be a barrier to employment. Customers that are referred for services must be tracked and the selected vendor will be responsible for collecting time and attendance information on shared customers from their external service providers. Special Staff Requirements: Applicant(s) must include a full-time Maryland licensed clinical social worker in the project staffing to assist in assessment of family barriers or needs, provide targeted counseling and make referrals to external service providers for diagnosis and treatment where appropriate.

4. Job Readiness Workshops (target population: TCA Applicants, TCA recipients, Food Stamp (SNAP) recipients and Non-Custodial Parents):

Applicant(s) should identify a variety of job related workshops that will be available to customers served under any contract resulting from this RFA. At a minimum, workshops should be focused on preparing the customers for life after public assistance, entry/re-entry into the workplace and enhancing the customer's personal growth and coping skills. Customers should be provided with assistance to maintain or achieve their potential for self-direction, self-reliance and independence. Workshops should focus on hard skills as well as soft skills. Examples of such topics should include but are not limited to: workplace expectations, resume writing, interview skills, job acquisition strategies, telephone techniques, decision making, problem solving, time management, self-esteem, personal budgeting, motivation, dealing with anger, health and wellness, and "reality" counseling regarding what to expect during the transition from dependence on public services to the world of work (i.e., benefit changes, lifestyle changes, importance of personal/household budgeting, housing subsidy changes, need for back-up childcare and transportation plans, and earned Income tax credits). Each workshop proposed must be structured as a stand alone session to ensure customer participation can be customized based on the results of their individual employability assessment and enrolled customers can be served without delay. A copy of the proposed curriculum should be submitted as Attachment C.4.

5. Job Search (target population: TCA Applicants, TCA recipients, Food Stamp recipients (SNAP) and Non-Custodial Parents):

Applicant(s) should describe their plan for ensuring that all customers receive individualized guidance and instruction on utilizing a variety of resources to search for employment (i.e.; the internet, newspapers, job fairs and available labor market information) as well as their plan for frequent monitoring to ensure successful job search. Applicant(s) should also describe their plan for providing structured group job search activities each week to allow participants to offer peer support and to learn from successes and failures of peers. A sample weekly job search schedule should be submitted as Attachment C.5.

6. Job development & referral (target population: TCA Applicants, TCA recipients, Food Stamp (SNAP) recipients and Non-Custodial Parents):

Job development is the key to any successful employment program, therefore Applicant(s) should describe their plan to aggressively develop jobs, maintain a database of employers, and include local employers in recruitment sessions, including at a minimum, efforts to:

- a. Develop training, community service, work experience, and subsidized and unsubsidized job placement opportunities for program participants.
- b. Develop specialized supportive training, community service, work experience and job placement opportunities for the following hard-to-serve populations: Customers with children under the age of one, Age 60 or older, Disabled for more than 12 months and not yet eligible for SSI; Mentally ill; Non-English speaking; and TCA Recipients with more than 30 months TCA activity.
- c. Monitor customer placements and ensure a positive work experience for customers and employers.
- d. Educate prospective employers about the benefits and tax advantages (i.e., Employment Opportunity Credit and Work Opportunity Tax Credit) of training and/or hiring program participants.
- e. Disseminate tax credit forms and assist employers with completing applications in order to maximize benefits to employers and encourage multiple hires.
- f. Conduct labor market research in order to be informed about business conditions, employment sectors experiencing job growth and/or sustaining jobs, entry-level wages and/or minimum education required relative to specific occupations.
- g. Disseminate information about “workforce services” opportunities.
- h. Match participant skills, interests, and child care needs with employers’ needs and refer participants to appropriate work experience, community service, work preparation, and subsidized and unsubsidized job sites/ openings.
- i. Organize job fairs.

A list of targeted employers as well as existing and potential host agencies (including location, skills to be developed, # of slots available and date available) should be submitted along with an outreach/ marketing plan if any as Attachment C.6.

7. Job placement (target population: TCA Applicants, TCA recipients, Food Stamp recipients, and Non-Custodial Parents):

Applicant(s) should describe their plan for assisting customers with finding a job and providing follow-up services to new employees / employers to ensure the match is appropriate and successful. Customers placed in unsubsidized employment should be provided with continuous support to ensure job retention. While any job is considered a good job, PGCDSS encourages applications that focus efforts on the development, acquisition, and maintenance of jobs that pay a livable wage. The successful vendor will be responsible for securing valid documentation from employers to support placement information.

8. Job Retention (target population: TCA Applicants & TCA recipients):

Applicant(s) must address their plan to promote workplace acclimation and job stability by providing job retention services to all program participants who become employed. Follow-up after placement must occur at 30 days, 60 days, 90 days and 180 days to track customer employment for reporting purposes however, additional follow-up efforts may be proposed by the Applicant(s). This includes, but is not limited to, providing job retention services to those needing assistance adjusting to the workplace, problem solving around childcare and transportation, conflict resolution of problems that arise between employee and employer, and issues such as regular and timely attendance, interpersonal relationships, attitude, and hygiene. Applicant(s) must be willing to provide follow-up services to retain customers in jobs for up to one year after initial placement. Applicant(s) should discuss the methods by which it will provide on-going services---including reemployment and all other supportive services---to any customer when a job placement effort has failed. Re-employment services are part of the overall service delivery system and are not billable within six-months of the prior placement.

9. Flow Chart (target population: TCA Applicants, TCA recipients, Food Stamp (SNAP) recipients and Non-Custodial Parents):

Applicant(s) should submit a flow chart (Attachment C.9) that allows the reader to easily visualize services proposed in their response to Addendum 1, Part C of this RFA – including external service providers identified as referral agents – and how a customer would move through the proposed system.

PART D: APPLICANT'S ELIGIBILITY, EXPERIENCE AND QUALIFICATIONS (15 Points)
(Maximum 3 pages)

1. The Applicant(s) must submit a copy of its Articles of Incorporation and/or other founding legal documents as appropriate. Applicant(s) that are not incorporated must document that they have a binding legal agreement with an incorporated nonprofit entity that establishes that the nonprofit agency will serve as the grantee organization and fiduciary agent for the group. Required documentation should be submitted as Attachment D.1.

2. The Applicant(s) must provide the mission statement and goals for its organization and demonstrate how the proposed project supports that mission and goals.
3. The Applicant(s) must describe its current and past experience as it relates to carrying out the services proposed in this application and/or projects of a similar nature and magnitude. In addition, a listing of programs operated by the Applicant(s) agency ~ noting what sources of funding have been used to operate the program(s) and identify those programs that will be linked to the proposed project, if any ~ should be included. Applicant(s) must supply three (3) current references (must have direct knowledge of similar services provided by the Applicant during the last 24 months) that verify the Applicant(s)' capability to provide the proposed services. Each reference must include the name of the organization, point of contact and telephone number. PGCDSS reserves the right to contact any reference, including but not limited to the three provided as part of the evaluation process. References should be submitted as Attachment D.3 and do not count toward the 3-page limit.
4. The Applicant(s) must provide the following assurances:
 - It is registered to do business in the State of Maryland and currently in good standing.
 - It nor any of its principal officers have ever been convicted of fraudulent or illegal business practices
 - It nor any of its principal officers have ever been convicted of bribery, attempted bribery, or conspiracy to bribe
 - No payments or sub-contracts will be made to or with a related third party -- that is, a business or entity in which any officer or agent of the Applicant(s) agency has a financial interest or beneficial ownership under any contract awarded as a result of this RFA
 - No funds have been paid or will be paid to any person influencing or attempting to influence the award of any contract, continuation, renewal, or amendment
 - It is in compliance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557)

Note: The selected vendor will be required to provide written verification of these assurances at the time of contract award.

5. Applications that are joint applications must submit the information and assurances required in D1 through D4 for all parties to the application. The Applicant(s) proposing to use a sub-contractor for any portion of its program must declare who the sub-contractor(s) will be and provide information about the sub-contractor(s)' eligibility and experience.
6. The Applicant(s) must describe its accounting system and internal controls that will assure funds are clearly identified *including proposed cash match and in-kind contributions* and spent only on program-related activities. Self-help or grass roots applications must have their nonprofit fiduciary partner submit this information. In addition, the Applicant(s) must submit as Attachment D.6 a copy of its most recent independent annual audit, a copy of its latest annual report or program statistics, and a copy of its most recent financial statement. If the Applicant(s) does not conduct an annual audit, it must clearly state the reason why and

submit the remaining required documentation. Any evidence in these documents of inconsistency with the application or incapacity to carry out the proposed Statement of Work may result in rejection of the proposal.

PART E: DATA COLLECTION, REPORTING AND MONITORING (5 Points)
(Maximum 3 pages)

1. Each Applicant(s) must clearly describe the methods and procedures it proposes to use to document customer performance as well as the documents (i.e.; pay stubs, time & attendance forms, etc.) it plans to submit as verification of successful performance. Proposals should include a description of the Applicant(s) quality assurance and internal monitoring systems (i.e.; performance indicators, reporting mechanisms and client rights).
2. Applicant(s) must state that PGCDSS and officials of Prince George's County Government will have access at all times to the program, facility and work performed under the contract.
3. Applicant(s) must state their willingness to comply with any reasonable request concerning information about their program and services for the purpose of promotional activities related to the Prince George's County Welfare to Work initiative.
4. PGCDSS uses the Maryland WORKS System (MD WORKS) for automated monitoring and tracking of the daily activities of all customers. Applicant(s) must state their willingness to complete and submit MD WORKS forms as required by PGCDSS to register all referrals, track attendance and participation hours for each customer, record work activities, document customer status, and record other information as determined necessary by the PGCDSS.

PART F: APPLICANT'S STAFFING PLAN AND THAT OF ANY JOINT OR SUB-CONTRACTED AGENCY (10 Points)
(Maximum 4 pages)

1. The Applicant(s) must describe the proposed staff to be utilized in its program, including paid and volunteer staff, and what percentage of their time will be dedicated to contract activities (this percentage should reflect in the budget as well). *The Applicant(s) must have at least one full-time job developer / case manager for every 50 active customers in the program or provide an alternative that ensures the same level of direct service to the customer.* In instances where staff members are already identified for a particular position, their name and title should be noted. The Applicant(s) should submit an organizational chart indicating the authority structure (reporting and supervisory) of the proposed project and its relationship to the Applicant(s) organization, along with a detailed listing of all proposed personnel including at a minimum: position title, incumbent names and resumes where applicable, # of projected hours worked per week, hourly salary and annual salary, job descriptions (including minimum qualifications) for all proposed positions, and a sample weekly 24/7 staffing coverage plan with their Application as Attachment F.1. Staff members responsible for the overall success of the proposed project must be clearly labeled "KEY PERSONNEL". Applicant(s) submitting a joint application or an application involving sub-contracting should clearly identify that staffs that are employed by the lead agency and those that are employed by the joint partner(s) and/or sub-contractor(s) and including the same information requested above for any proposed sub-contractor and its staff.

Once a contract has been awarded, notification and resumes for new personnel must be forwarded to the ISSUING OFFICE within seventy-two hours of their start date. Prior to diverting any staff identified in this section to assignments other than this project, the successful vendor must notify PGCDSS of its intent thirty (30) days in advance and submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. Replacement of any personnel shall be with individuals of equal ability, qualifications and experience and replacement of "KEY PERSONNEL" requires prior approval by PGCDSS. Preference will be given to Applicant(s) who indicate an interest in hiring TCA customers as part of their proposed project.

2. The Applicant(s) should address how its staff has both the professional qualifications and the cultural sensitivity and experience to serve and relate to the target population. In addition, Applicant(s) should clearly identify their in-house capacity to offer interpretation services.
3. Applicant(s) are required to staff the office(s) at all times and should describe their contingency plan in the event of unexpected staff absences, vacancies and/or other changes in staffing to ensure continued and uninterrupted service to PGCDSS customers.

PART G: COLLABORATION AND COORDINATION (10 Points)

(Maximum 2 pages)

The selected vendor will be expected to work collaboratively and cooperatively with the County and other selected organizations identified by the PGCDSS to provide the full range of Employment and Support Services. The vendor may be required to sign memorandums of agreement (MOAs) with entities identified by the PGCDSS and/or its designees (i.e.; Workforce Investment Services (One Stop), Prince George's Community College, Department of Rehabilitative Services, Even Start Family Literacy Program, and/or the Maryland Department of Labor, Licensing and Regulation). All resulting MOAs will become part of the required performance of the contract and reporting requirements the responsibility of the vendor.

1. The Applicant(s) should describe any collaborative agreements it has - or plans to have in place prior to contract execution - with other public or private agencies providing support services essential to long term independence. The Applicant(s) should be very specific about its relationship with these agencies, including names and telephone numbers of staff with whom it has developed relationships, and be prepared to describe the benefits of these partnerships to the customers the Applicant(s) proposes to serve.
2. In chart format, Applicant(s) should list each service it plans to offer followed by:
 - Detailed description of each service listed
 - Identification of service as "actual" (Applicant already has an agreement in place) or "planned" (Applicant plans to put in place prior to contract execution)
 - Location(s) where the service is to be delivered (on-site or off-site)
 - Frequency with which the service will be offered
 - Designation of the service as "direct" (provided by the Applicant) or "indirect" (provided by an outside organization)

- Name of the organization(s) providing the service, including names and telephone numbers of staff with whom the Applicant(s) has developed relationships
- Person(s) responsible for monitoring and follow-up
- Anticipated Outcomes

Sample Chart:

Service Type	Status	Location	Frequency	Direc Indire	Provider Contact Information	Responsible to Monitor/ Follow up	Anticipated Outcome	Agreement In Place? Yes/No
Financial Planning	Planned	Off-site / 10 A St., Largo, MD 20785	Weekly	Indire	Community College Mary Smith #301.111.2222	Jane Doe	Reduction in Debt, Improved credit history and CEUs.	No
Job Placement	Actual	On-Site	Daily	Indire	ABC, Inc. Frank Hill #301.555.6666	Jane Doe	25 Full time jobs at an average wage of \$6.50 per hour	Yes

If the Applicant(s) has actual agreements in place, these should be submitted as Attachment G.1. *The stronger the actual evidence of collaboration the application presents, the higher the rating on this criteria.*

PART H: APPLICANT'S BUDGET AND FUNDING SOURCES (25 Points)

This section should contain the fiscal details of the proposed project. The contract that results from this RFA will be performance-based and the successful vendor will be paid as participants achieve program milestones. PGCDSS or its designee will verify vendor performance and the decision of the PGCDSS is final.

1. Applicant (s) must complete a proposed pay-for-performance budget and performance benchmark detail (submit as Attachment H.1). PGCDSS has identified several pay for performance benchmarks (Addendum 2.11) that must be included in any application for funding submitted in response to this RFA, however additional benchmarks may be identified by the Applicant(s) as determined essential to achievement of their proposed goals and objectives. The budget should include a list of all proposed performance benchmarks, proposed payment rates for each benchmark, and proposed supporting documentation to be provided with monthly claim requests to validate satisfactory achievement of each benchmark. Applicant(s) may also propose incentives and/or bonus pay points for exceptional job placement and retention efforts. Examples include, but are not limited to, exceeding PGCDSS's monthly work participation rate (minimum 51% of the mandatory caseload/month) and/or annual job placement goal (600 in FY 2010).
2. Applicant(s) must provide an annualized comprehensive line item budget, a detailed narrative, and documentation of proposed matching funds if available (Addendum 2.12 ~ submit as Attachment H.2). The budget should outline the costs of the proposed project according to each line item detailed. Any Applicant(s) proposing to request an advance (see section I.17 of this RFA) should clearly state such intent. Applicant(s) proposing a cash match (see section 1.9 "Funding Type and Amount of Funding Available" for RFA requirements) must clearly indicate the source and value of each match.

Note: Direct costs are defined as those associated with the day-to-day operation of the program. Examples of direct costs would include on-site staff such as case managers, job developers, program director, and operational expenses such as utilities and transportation of residents. Non-direct costs are defined as those associated with accounting for use and management of the funds. Examples of non-direct costs would include off-site staff such as oversight of the program director, report preparation, annual audits, and costs related to administering the program after the award.

**Addendum 2:
Forms**

Addendum #	
2.1	Certification of Assurance of Compliance Regarding Suspension and Debarment
2.2	Certification of Assurance of Compliance Regarding the Fair Labor Standards Act
2.3	Certification Regarding Lobbying
2.4	Vendor Oath and Certification
2.5	Application Affidavit
2.6	Offeror Affidavit and Statement of Ownership
2.7	General Conditions
2.8	Grant Assurances and Certifications
2.9	Hiring Agreement
2.10	Corporate Acknowledgement
2.11	Sample Pay for Performance Benchmark Budget and Detail
2.12	Sample Budget & Line Item Detail
2.13	RFA Checklist

PRINCE GEORGE'S COUNTY, MARYLAND

Certification of Assurance of Compliance

Regarding Suspension and Debarment

General

In accordance with the common rule implementing Executive Orders 12549 and 12689, the implementing rules and regulations thereof, a Certification of Compliance with the Suspension and Debarment rule is required of bidders or prospective contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) am an authorized representative and hereby certify that our firm, as producer of the goods and/or services to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Suspension and Debarment rule.

Signature: _____ Date: _____

Signer's Name: _____

Title: _____

Firm Name: _____

Verification by County Agent

On _____ the federal website was checked to ensure the above-referenced vendor does not appear on the list of parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Name: _____

Date: _____

Addendum 2.2

**CERTIFICATE OF ASSURANCE OF COMPLIANCE REGARDING THE FAIR
LABOR STANDARDS ACT**

General

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certification of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) hereby certify that our firm, as producer of the goods to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name of Firm/Partnership/Corporation: _____ Date: _____

CERTIFICATION REGARDING LOBBYING

Project Name: _____

Company Name: _____

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an off officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Agency / Organization

Date

VENDOR OATH AND CERTIFICATION

Project Name: _____

Company Name: _____

Pursuant to Subtitle 10, Section 10A-110 of the Prince George's County Code, the Purchasing Agent requests as a matter of law that any contractor receiving a contract or award from Prince George's County, Maryland, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

"I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of the County whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George's County, Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of Prince George's County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member of members of the elected governing body has received or has been promised or directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George's County, Maryland".

Handwritten Signature of Authorized Principal (s):

Name: _____ Title: _____

APPLICATION AFFIDAVIT

Project Name: _____

Company Name: _____

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. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16 -101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded no lo 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]:

C. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

1. been convicted under State or Federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, 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 anti-trust 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 arising out of the submission of bids or applications for a public or private contract;
4. been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
5. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under law or statute described in subsection (a), (b), (c), or (d) above;
6. been found civilly liable under a State or Federal anti-trust statute for acts or omissions in connection with the submission of bids or applications for a public or private contract;
7. admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate 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 the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. 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, or any of its employees directly involved in 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 for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. 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 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 [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of 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.

G. 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 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 application of the bidder or 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 or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 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.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require 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 under which the person receives in the aggregate \$10,000 or more shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

J. 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 meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than 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 2(b), above
 - (h) Notify its employees in the statement required by 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 2(h) (ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under 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 2 (a) - (j), above.
3. If the business is an individual, the individual shall certify and agree as set forth in 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 21.08.06.

CERTIFICATION OF CORPORATION REGISTRATION AND TAXPAYMENT

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: _____

[If not applicable, so state]

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 Economic and Employment Development, as applicable and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. 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 or agent 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 or agent, any fee or any other consideration contingent on the making of the contract.

M. ACKNOWLEDGMENT

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

OFFEROR AFFIDAVIT AND STATEMENT OF OWNERSHIP

Project Name: _____

Company Name: _____

Part A, below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from Prince George's County.

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article.

NOTE: Submission of completed document is prerequisite to award.

PART "A" -- OWNERSHIP

Date: _____

1. Full name and address of Business: _____

City State Zip code Business Phone with area code

2. Is the business incorporated? _____yes _____no

3. Other names used by business i.e. T/A

Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

Name Business Address Residence Address

Corporate Business Entitles

Is the corporation listed on a National Securities Exchange? _____yes _____no

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices.

Name Office Residence/ Business Address Date Office Assumed

5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any).

Name	Residence/ Business Address	Date Office Assumed	Date Term of Office Expires
------	--------------------------------	------------------------	--------------------------------

6. List the names and residence addresses of all individuals owing at least ten percent (10%) of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class.

Name	Residence Address
------	-------------------

This Financial Disclosure Statement has been prepared by _____
on this _____ day of _____, 20_____.

Signed by Preparer

PART "B" – BIDDER'S QUALIFICATION STATEMENT

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article. This signed form must be submitted with bid.

1. I am the _____ of _____
a party interested in containing a contract with Prince George's County under conditions set forth in documents for RFA No. _____.

2. Upon examination of relevant records and to the best of my knowledge; no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of no to conference to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);

3. I have been authorized to make this statement on behalf of the aforementioned party.

(Signature)

General Conditions

Section

I. Definitions 2

II. Financial Management 7

III. Procurement Standards 9

IV. Record Retention, Audits and Inspections 9

V. Use of Excessive Force Prohibited 10

VI. Equal Employment Opportunity 10

VII. Environmental Review Requirements 11

VIII. Real Property Acquisition and Relocation 11

IX. Property Management 11

X. Personal Property 11

XI. Federal Labor Standards Provisions 11

XII. Reporting and Monitoring Requirements 11

XIII. Political Activity Prohibited 12

XIV. Lobbying Prohibited 12

XV. Publicity 12

XVI. Copyright 12

XVII. Patents 13

XVIII. Drug-Free Workplace 13

I. Definitions: Terms used in this Agreement:

Availability of Funds: A contract shall be deemed executory only to the extent of the appropriations available to each agency for the purchase of such articles. The PGCDSS's extended obligation of those contracts, which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

Benchmarks: Are specific indicators that demonstrate levels of success based on service provider projections.

Budget: A budget combines the use of historical data with good faith estimates to determine future program expenditures. While budgets are only estimates, they are the basis for contract expenditures. Operating Agencies have the option of moving funding between line items with an approved budget modification from the County or State.

C/F Agency: DSS acting as a local government entity in the capacity of the Coordinating and Funding Agency.

Compliance with Laws: The Contractor hereby represents and warrants that:

- (1) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- (2) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, Prince George's County, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits and that it shall not become so in arrears during the term of this Agreement;
- (3) It shall comply with all Federal, State, and local laws, regulations and ordinances applicable activities and obligations under this Agreement; and
- (4) It shall procure, at its expense, all licenses, permits, insurance and governmental approval, if necessary for the performance of its obligations under this Agreement.

Confidentiality: The Contractor agrees that any information concerning applicants or recipients of the eligibility determination service provided under this Agreement will be utilized solely for the purpose consistent with the responsibilities and/or official duties of PCGDSS and the Contractor under this Agreement and under applicable law. Neither shall the Contractor use or disclose any information concerning such applicant or recipient for any purpose not directly connected with the administration of such services, except upon written consent of the recipient or if he be a minor or have a disability

Contingency Fee Prohibition: The Contractor hereby represents that they have not retained anyone to solicit or secure this contract from the PGCDSS upon an agreement or understanding of a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.

Contract Compliance: Is a good faith effort to abide by all the terms and conditions of the document that has been approved and signed off on by an authorized official of each organization that is party to the agreement to deliver goods or services. Compliance is implied when a sufficient number of tests to compliance areas are met without material discrepancies. Contract compliance also applies to all Sub-Contractors of these organizations. One recommended means of testing for compliance is by conducting monitoring visits.

County: Prince George's County as the Federal and State grantee and the Department of Social Services (DSS), which has the responsibility for administering the County's Wheels for Work Program.

County Held Harmless: It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons solely by reasons of the Contractor's negligence or failure to perform any of the obligations which this contract obligates them to perform and the Contractor hereby agrees to indemnify and hold the PGCDSS harmless from any loss, cost damages and other expenses suffered or incurred by the PGCDSS solely by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.

Delays and Extensions of Time: The Contractor agrees to perform this Agreement continuously and diligently. The Contractor shall make no charges or claims for damages for any delays or hindrances, regardless of cause, in the performance of service of this Agreement.

DSS: Prince George's County Department of Social Services.

Employees of the Contractor: The persons performing these services, as set forth in Attachment B, shall be employees of the Contractor. The Contractor is responsible for complying with all Federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees.

Employment of County Personnel: The Contractor shall not engage, on a full-time or part-time or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract in the employ of Prince George's County or DSS, except regularly retired employees, without the written consent of the County.

Indemnification Claims:

- (1) The Contractor shall indemnify, defend and hold harmless the County against liability for any suits, actions or claims of any character arising from or relating to the performance of the Contractor, its employees or its Sub-contractors under this Agreement.
- (2) The County has no obligation to provide legal counsel or defense to the Contractor or its Sub-Contractors in the event that a suit, claim or action of any character is brought by any person not party to this Agreement against the Contractor, its employees or its Sub-Contractors as a result of or relating to the Contractor's obligations under this Agreement.

- (3) The County has no obligation for payment of any judgments or the settlement of any claims against the Contractor, its employees or its Sub-Contractors regarding any matter resulting from or relating to the Contractor's obligations under this Agreement.
- (4) The Contractor shall immediately notify the PGCDSS if any claim or suit made or filed against the Contractor or its Sub-Contractors regarding any matter resulting from or relating to the Contractor's obligations under this Agreement, and will cooperate, assist and consult with the County in the defense or investigation of any claim, suit or action made or filed against the County as a result of or relating to the Contractor's performance under the Agreement.

Liability for Loss or Damage: In the event of loss of any data or records necessary for performance of this Agreement where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor for recreating such lost data or records.

Low-Moderate Income Household: A household whose income does not exceed the applicable income limit for lower income families established by HUD for Section 8 rental subsidy eligibility purposes.

Maryland Law: The place of performance of this Agreement shall be in Prince George's County, Maryland. The Agreement shall be construed, interpreted and enforced according to the laws of the State of Maryland.

Maryland State Disclosure: Article 33 of the Annotated Code of Maryland, Section 30-1, et. seq., requires the filing of certain disclosure statements by persons doing business with the State, a County, Incorporated Municipality, or other political sub-division of the State. Further information with regard to these disclosure requirements may be obtained from the Office of the Secretary of State, Jeffrey Building, 16 Francis Street, Annapolis, Maryland 2104, telephone number: (410) 974-5521.

Non-Discrimination in Employment: A Contractor who is the recipient of County Funds, or who proposes to perform any work or furnish any goods under an agreement with the Prince George's County Government or PGCDSS shall not discriminate against any worker, employee, applicant for employment, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. The Contractor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. The Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services; and Contractors and Sub-Contractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Non-Discrimination in Programs: The Contractor agrees that, in providing any aid, benefit, service, program or activity under this Agreement on behalf of the Prince George's County Department of Social Services, it will not; (a) deny any individual the opportunity to participate in or benefit from the aid or service equal to that provided others; (b) provide a qualified individual with a disability with any aid, benefit or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as

to that provided to others; (c) provide different or separate aid, benefits, or services to individuals or classes of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aids, benefits or services that are as effective as those provided to others; (d) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory board; (e) otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving aid, benefit or service. The Contractor further agrees to not utilize criteria or methods of administration that have the effect of defeating or substantially impairing accomplishments of the objectives of Prince George's County or the PGCDSS' program with respect to individuals with disabilities.

Operating Agency (O/A): Is the primary organization with which the Department of Social Services has agreed to do business. The O/A has the option of sub-contracting functions out only if it has been agreed upon in the contract document. An Operating Agency may be either a not-for profit, a for-profit, and/or entity of local government such as the Department of Housing and Community Development. You will see the words Operating Agency interchanged often with non-profit, agency, or organization throughout this document.

Performance Measures: Are indicators that assist in determining the success level of services that have been procured by the Department and delivered by a qualified service provider.

Persons with Disabilities (Handicapped): A person having a physical or mental impairment which (1) is expected to be of long or definite duration; (2) substantially impedes his/her ability to live independently; and (3) is of such a nature that such ability could be improved by barrier-free or more suitable housing conditions.

Program: Services funded through the PGCDSS and offered to the citizens of Prince George's County to assist with providing vehicles for FIA TCA recipients.

Prompt Payment: Pursuant to provisions of Section 10A-153 of the County Code (Subtitle 10A), the PGCDSS shall pay interest in the event that payment against "proper" invoices is not made as prescribed in this section.

Project: An activity undertaken in the program by a Contractor.

Proprietary Information: Offerors must specifically identify those portions of their application, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the PGCDSS in accordance with the Maryland Freedom of Information Act, 10-601 et. Seq., State Government Article, Maryland Annotated Code. Offerors must clearly indicate each and every page that is deemed to be confidential/proprietary or a trade secret

Scope of Service: Describes in detail the services that are being procured by the Department. The "scope" describes the population to be served, what the Contractor plans to accomplish, how services will be delivered, and what the anticipated outcomes and preliminary benchmark projections are.

Sub-Contractor: An entity, other than the Contractor, which furnishes services or supplies to the Contractor.

Termination for Convenience: The performance of work under this contract may be terminated by the PGCDSS with thirty (30) days advance written notice, or such time as mutually agreeable to the parties not to exceed thirty (30) days, in accordance with this clause in whole, or from time-to-time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the PGCDSS. The PGCDSS will pay all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

Termination For Default: If the Contractor fails to fulfill its obligations under this contract properly and on time or otherwise violates any provision of the contract, the PGCDSS may terminate the contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall at the PGCDSS's option become the PGCDSS's property. The PGCDSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the PGCDSS can affirmatively collect damages or deduct from monies due to the Contractor on this or other County contracts. Damages may include excess re-procurement costs.

II. Financial Management:

Restrictions on Disbursements: No funds under this Agreement shall be disbursed by the C/F agency to any Contractor except pursuant to a written contract which incorporates these "General Conditions." Requests for reimbursement of allowable program expenses must be submitted to the Department of Social Services, which approves said expenses and forwards them to the County's Office of Finance for payments.

Financial Management Standards: The C/F agency shall effectively control and secure all funds, property, and other assets acquired with the contract by adopting the following required standards:

- A. Cost control: The O/A shall maintain cost control, i.e., monitor expenses to ensure disbursements are within the budget cost category allocation. Whenever the O/A foresees the possibility of exceeding the budget, the O/A shall promptly report this to the Department of Social Services requesting that appropriate adjustments be made.
- B. Documentation of Costs: The O/A upon request shall provide the Department of Social Services with unit cost or productivity expense data. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, and vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges and disbursements. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible for audit and inspection.

- C. Legal Expenses: Legal expenses which may be incurred by the O/A or third party Contractor for the prosecution of claims against the Federal government or the Department of Social Services are not eligible under this Agreement.
- D. Consultant Compensation: No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with program funds. On a daily basis, the rate of compensation shall not exceed the maximum daily rate compensation for a GS-18 as established by Federal law, in accord with Section 409 of HUD Independent Agencies Appropriations Act of 1978 (Public Law 95-110).
- E. Cash Depositories: Program funds are considered public money; therefore, the O/A shall not deposit County checks for advances or reimbursement of eligible expenses in other than a FDIC member bank with an office in the County. The bank must appropriately secure deposits in excess of FDIC insurance maximum.
- F. Project Budget Adjustments: The O/A may unilaterally shift funds among budget categories up to ten percent (10%) of the project budget as long as the total budget is not exceeded and the scope of the project is not altered. Such budget adjustments shall not be deemed to be effective until the O/A provides the DSS with a revised budget document reflecting such changes, signed by an authorized representative of the O/A, containing a narrative statement describing the purpose of such adjustments.

Project Income: The O/A shall be required to properly account for project income and comply with the standards set forth in the OMB Circular A-102 (for local governments) and in the OMB Circular A-110 (for nonprofit entities). Project income of any kind received by the O/A such as user charges, fees, third-party reimbursement, rents or the sale proceeds from real or personal property acquired in whole or in part with program funds, shall be remitted to the Department of Social Service's Office of Finance and credited to the DSS's Program Income Account within thirty (30) days of receipt.

Indemnification: The O/A hereby agrees to indemnify and hold harmless the Department of Social Services from any loss, cost, damages, or expenses suffered, obligated or incurred by the DSS by reason of the O/A's negligence or failure to perform any of the obligations hereunder, including but not limited to audit disallowances by HUD or the Office of the Comptroller General of the United States, or both. In connection herewith, the O/A, in addition, hereby assents to the DSS withholding any funds otherwise due to the O/A in satisfaction, in whole or in part, of any deficiency; and to the DSS exercising its rights of set-off in any such situation.

Procurement Standards: The O/A or other contracting parties, in the use of project funds, shall comply with all applicable laws and procedures of OMB Circular A-110, Attachments O and B for nonprofit entities and OMB Circular A-102, Subpart C-Post Award Requirements, Section 36 for governmental and municipal entities.

Record Retention, Audits and Inspections:

- A. All financial and programmatic records resulting from this Agreement shall be retained by the O/A for a period of three (3) years from the issuance date of the last project payment.
- B. The Department of Social Services, and the U.S. Comptroller General shall be given access to any and all O/A records including all sub-contracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the DSS or the U.S. Comptroller General.
- C. The O/A shall retain independent auditors to audit the project which is the subject of this Agreement on an annual basis, or at such time as DSS shall determine in accordance with OMB Circular A-128, for governmental and municipal entities, and OMB Circular A-110, Attachment F, for nonprofit entities.
- D. Appendix: Findings and Corrective Actions).
- E. The O/A shall respond, indicating appropriate corrective action on any formally issued audit report deficiencies within thirty (30) days of receipt of such report, and persevere in resolving such issues until the DSS, approves disposition of audit findings.
- F. All records related to unsettled audit findings shall be retained securely by the O/A until Federal and/or local action is taken to resolve the questioned deficiencies.
- V. Use of Excessive Force Prohibited: In accordance with Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- VI. Equal Employment Opportunity: The O/A agency will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability or familial status. The O/A will take affirmative action to ensure that minority applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, disability or familial status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The O/A agrees to post in conspicuous places, available to employees and applicants for employment, notices that are provided by the DSS setting forth the provisions of this Equal Opportunity clause.

The O/A will, in all solicitations or advertisements for employees placed by or on behalf of the O/A, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status, age, disability or familial status.

In the event of the O/A's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended, in whole or in part.

The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project, and agreements for work in connection with the project be awarded to business concerns, which are located in or owned in substantial part by persons residing in the area of the project.

The O/A agency must comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this Agreement. The O/A certifies and agrees that it is under no contractual or other disability that would prevent it from complying with these requirements.

- VII. Environmental Review Requirements: This Agreement is subject to the requirements established by HUD regulations for McKinney Act programs.
- VIII. Real Property Acquisition and Relocation: All acquisitions of real property, or interests in real property (such as easements and rights of way), and all cases involving relocation, shall be conducted in conformity with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979 as amended and HUD Handbook 1378, Tenant Assistance Relocation and Real Property Acquisition, dated September 1990.
- IX. Property Management: The O/A is required to comply with the standards prescribed for the acquisition and disposal of real and personal property set forth in OMB Circular A-102 for municipalities and government entities and OMB Circular A-110 for nonprofit entities.

Definitions:

Expendable Personal Property: Expendable personal property refers to all tangible property other than non-expendable property.

Non-expendable Personal Property: Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300.00 or more per unit.

- X. Personal Property: Personal property means property of any kind except real property. It may be tangible, having physical existence, such as patents, inventions, and copyrights.
- XI. Federal Labor Standards Provisions: For construction projects only.

XII. Reporting and Monitoring Requirements:

- A. Reports: At such times and in such form as the Department of Social Services may determine, the O/A shall furnish records, reports and data pertaining to this Agreement.
- B. Project Monitoring: The O/A shall ensure that representatives of the Department of Social Services are provided access to information and records for the purpose of project monitoring and evaluation. The O/A shall further ensure the DSS's access to its Contractors and sub-Contractors for this purpose.

XIII. Political Activity Prohibited: None of the funds, materials, or services provided directly or indirectly under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

XIV. Lobbying Prohibited: (Required certification language, for O/A's and third party Contractors with Federal funds over \$100,000). No Federally appropriated funds have been paid or will be paid, by or on behalf of the signatory of this agreement, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the agreement signatory shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," at the initiation or receipt of the agreement. The form is available from HCD.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. It is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Failure to certify shall subject the agreement signatory to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

XV. Publicity: The O/A shall, when publicizing this project, fully inform the public of the financial support given to the project by the Department of Social Services. The O/A shall display a sign at its project office or service outlet clearly identifying the project being operated.

The O/A shall make its materials and publications available to visually or hearing impaired individuals to ensure their participation in the project.

XVI. Copyright: If this Agreement results in a book or other copyrightable material, the author is free to copyright work, but the Department of Social Services reserves the royalty-free, non-exclusive, and irrevocable licenses to reproduce, publish, or otherwise

use, and to authorize others to use, all copyrighted material and material which can be copyrighted.

- XVII. Patents: Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to the funding source for determination by the funding entity as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of or administered, in order to protect the public interest.
- XVIII. Drug-Free Workplace: The O/A shall make a good faith effort to provide a drug-free workplace.
- A. Notification: The O/A shall inform project employees by published notification that "the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace." The O/A shall further inform project employees that "conviction for a violation of a criminal drug statute occurring in the workplace must be reported to the O/A no later than five calendar days after such conviction." The notice should specify the actions the O/A will take against employees for violations of the drug-free workplace prohibition. The notice should also state that abiding by the terms of the notice is a condition of employment under the contract. Each project employee should be given a copy.
- B. Education: The O/A should establish an ongoing drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace;
 2. The O/A policy of maintaining a drug-free workplace;
 3. Available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Action: The O/A will take at least one of the following actions within 30 calendar days of receiving notice of an employee conviction:
1. Appropriate personnel action against the convicted employee, up to and including termination; or
 2. Requiring the convicted employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

GRANT ASSURANCES AND CERTIFICATIONS

A. GENERAL ASSURANCES

1. The grantee assures that it will fully comply with the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA or the Act), and all State and Federal regulations issued pursuant to the Act, and with its grant, as approved by the Prince George's County Government, which is the County grantor. This contract shall be governed by the laws of the State of Maryland. Both parties hereby expressly acknowledge the possibility of substantial changes in Federal regulations applicable to this agreement and expressly agree to renegotiate this agreement as necessary to comply with such changes.
2. The grantee, in operating programs funded under the Act, assures that no portion of its program will in any way discriminate against, deny benefits to, deny employment of, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief.

The grantee certifies that it prohibits, and covenants that it shall continue to prohibit, discrimination on the basis of (i) political or religious opinion or affiliation, marital status, race, color, creed, or national origin, or (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification, or (iii) the physical or mental handicap of a qualified handicapped individual.

Upon the request of the County grantor, the grantee will submit to the County grantor information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by the County grantor.

3. In administering programs under the Act, the grantee assures and certifies that:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L.88352).
 - b. It will comply with the Age Discrimination Act of 1975.
 - c. It will comply with Title IX of the Education Amendments of 1972.

It will comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended.

- d. It will comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C.1231).

4. Except as otherwise provided, the following conditions are applicable to all programs under this Act:
 - a.
 - (1) Participants shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
 - (2) With respect to terms and conditions affecting, or rights provided to, individuals who are participants in activities supported by funds provided under this Act, such individuals shall not be discriminated against solely because of their status as such participants.
 - (3) Every participant, prior to entering training, shall be informed of that individual's rights and benefits in connection with such training.
 - b.
 - (1) The primary consideration in selecting agencies or organizations to deliver services shall be the effectiveness of the agency or organization in delivering comparable or related services based on demonstrated performance and effectiveness in terms of the likelihood of meeting performance goals, cost, quality of training, fiscal accountability, cost efficiency, and characteristics of participants. In complying with this subsection, proper consideration shall be given to community-base organizations as service providers.
 - (2) Federal welfare to work program funds available under this Act shall not be used to supplant non-Federal funds for existing services and activities that promote the purposes of the Act.
 - (3) The grantee hereby certifies that contracted services are not otherwise available from the provider on a non-reimbursable basis. Services provided on a "non-reimbursable" basis are those services that a County is required to provide to all citizens or to the low-income population, including TCA recipients.
 - (4) Funds provided under the Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that alternative services or facilities would be more effective or likely to achieve the service delivery area's performance goals.
 - (5) Appropriate education agencies in each jurisdiction shall be provided the opportunity to provide educational services, unless the administrative entity demonstrates that alternative

agencies or organizations would be more effective or would have greater potential to enhance the participants' continued occupational and career growth.

(6) The administrative entity shall not fund any occupational skills training program unless the level of skills provided in the program are in accordance with established guidelines.

(7) Training provided with funds made available under this Act shall be only for occupations for which there is a demand or there is likely to be a demand in the area served, and consideration in the selection of training programs may be given to training in occupations determined to be sectors of the economy which have a high potential for sustained demand or growth. Efforts shall be made to develop programs that contribute to occupational development, upward mobility, development of new careers, and overcoming sex stereotyping in occupations traditional for the other sex.

(8) No member of any council under this Act shall cast a vote on the provision of services by that member (or any organization which that member directly represent(s) or vote on any matter which would provide direct financial benefit to that member.

(9) Payments to an employer for the On-The-Job Training (OJT) shall not exceed an average of 50 percent of the wages paid by the employer to the participant during the period of such training.

(10) A participant in OJT shall be compensated by the employer at the same rates, including benefits and periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the Federal Minimum Wage or applicable State or local Minimum Wage Law.

(11) Each administrative entity shall be responsible for the allocation of funds and shall have responsibility to take action against its subcontractors, sub-grantees, and other recipients to eliminate abuses in the programs they are carrying out, and to prevent any misuse of funds by such subcontractors, sub-grantees, and other recipients. Administrative entities may delegate the responsibility for determination of eligibility under reasonable safeguards, including provisions for reimbursement

of costs incurred because of erroneous determinations made with insufficient care, if such an arrangement is included in an approved job training plan.

(12) No person or organization will charge an individual a fee for the placement or referral of such individual in or to a training program under this Act.

(13) The grantee shall not provide financial assistance for any program under this Act that involves political activities.

(14) Pursuant to regulations of the County grantor, the State and the United States Department of Health and Human Services, income generated under any program may be retained by the recipient to continue to carry out the program, not withstanding the expiration of financial assistance for that program.

(15) All education programs supported with funds provided under the Act shall be consistent with applicable and local educational standards. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under such PRWORA programs shall be consistent with the requirements of applicable State and local law and regulation.

(16) No funds available under the Act will be used for public service employment.

(17) The grantee will reimburse the grantor for any deferred or disallowed funds withheld by the U. S. Department of Health and Human Services for claims submitted by the grantor on behalf of the grantee. Failure to reimburse the grantor within thirty (30) days of a disallowance or deferred notice will result in the suspension of future payment of the grantee's invoices until the disallowance or deferral is recovered.

5. In assigning participants to any work activity, the administrative entity assures that a referral will meet the following conditions:
 - a. (1) The assignment takes into consideration the physical and mental capacity, skills, experience and family responsibilities of the recipient. Any claim by the recipient of adverse effect on physical or mental health shall be based on adequate, written medical evidence from a physician or a licensed or certified psychologist indicating that the particular assignment would impair

the individual's physical or mental health.

(2) The work or training site conforms to applicable Federal, State and local health and safety standards.

(3) The work or training site does not discriminate on the basis of race, sex, national origin, religion, age, or handicapping condition.

(4) The commuting time to and from the work or training site, not including transportation to and from the day care provider, is not more than 2 hours.

(5) The daily and weekly hours of work do not exceed those customary in the occupation or similar type of work in the local community.

(6) The participant is not required to stay away from home overnight.

(7) Any training program meets local employers' requirements and will be likely to lead to employment that meets appropriate working conditions.

(8) The wage earned in a work program meets or exceeds Federal minimum wage and does not result in net loss of income for the recipient.

(9) Worker's Compensation is provided in accordance with State law.

b. The job placement of a participant shall not result in:

(1) The displacement of currently employed workers (including partial displacement such as reduction in the hours of non-overtime work, wages, or benefits).

(2) The curtailment of promotional opportunities for existing employees;

(3) The replacement of an employee on a layoff; or

(4) The filling of a position vacant due to a strike, lockout or other labor dispute.

(5) A participant shall receive no payment for training activities in which the participant fails to participate (without good cause).

(6) Funds available to carry out the program may not be used to assist, promote or deter union organizing.

(7) As pertains to specific program activities, the following assurances apply:

(8) Job search shall not be an allowable activity if the participant has participated in job search for more than six (6) weeks in the proceeding twelve (12) months.

(9) Work Supplementation funds may only be used to develop/subsidize positions.

(10) Payments made to participants under Work Supplementation shall not exceed an amount equal to the maximum amount of the TCA that would have been received if there were no income.

(11) Job training and work preparation components shall be consistent with the coordination criteria specified in the Governor's Coordination and Special Services Plan.

B. SPECIAL ASSURANCES AND CERTIFICATIONS

1. Technical Assistance

The County grantor may, upon request or when performance data indicates a need, furnish the grantee with such technical assistance and consultation as is reasonably necessary to assure the satisfactory performance of the program created by this grant.

2. Modification and Terminations

Payment of the above funds is contingent upon the receipt by Prince George's County, Maryland Government (PGC) of all anticipated State and Federal funds. Prince George's County retains the right to make necessary adjustments in payment to the grantee if any funds are expended in violation of the Act, the regulations, or conditions of the grant and to withhold funds otherwise payable under the Act in order to recover amounts expended for unauthorized purposes.

The grantee hereby agrees to reimburse Prince George's County for any payments withheld or adjustments made in funds otherwise due Prince George's County, the State or the Federal Government in connection with any expenditures made by the grantee under this agreement. Prince George's County retains the right to terminate or reduce this grant in whole or in part if State and Federal funds are not available or the grantee violates the grant terms, regulations or provisions which have been issued unless the grantee causes such violations to be corrected within thirty (30) days of receipt of notice specifying the violations.

This grant may be amended or modified as the parties mutually agree in writing.

Not more than 30 percent of the funds available to a jurisdiction or grantee for any fiscal year for programs under this Act will be expended for the cost of administration and participant support.

3. Classification of Costs

1. Costs are allocable to a particular cost category to the extent that benefits are received by such category.
2. In assigning costs to the appropriate category; the grantee shall ensure that:
 - (a) Program costs include: the costs for an individual's participation in a component, such as OJT payments to an employer, and tuition and fees where not excluded, for participation in an education component; the personnel costs (salaries and benefits) for staff and front-line supervisors directly providing component services to

participants; and the costs for equipment, supplies and materials used by a participant while actively participating in a component activity.

- (b) Administrative costs are those costs not considered program costs. Administrative costs include: overhead expenditures, subsystems costs, personnel costs (salaries and benefits) for staff not directly providing component services to participants such as second-line supervisors, personnel administration costs, and all other indirect costs.
- (c) Participant support costs are those costs that are incurred by participants while they are involved in program activities. Examples of these costs include: transportation (tokens, mileage reimbursement, vehicle expenses); support services (eye care or other medical items); and work related expenses (safety equipment, uniforms, professional services, union dues).
- (d) The grantee assures that records of personnel costs (salary and benefits) for full time staff working in any capacity in the program shall be maintained and reported to the grantor.

4. Records and Reports

The grantee shall maintain, and submit as requested, such records and accounts, including property, personnel (both enrollee and staff), financial and payroll records as are deemed necessary by the County grantor, the State and United States Department of Health and Human Services to assure a proper accounting for all project funds, both Federal and non-Federal shares, received and disbursed.

The grantee shall keep records that are sufficient to permit the preparation of reports required by this Act and to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully.

Payroll records for both staff and enrollees shall include time sheets signed by the staff member or enrollees and countersigned by the supervisor.

All records and accounts shall be made available upon request for audit purposes to any authorized audit agent of the County grantor, the State, the U. S. Department of Health and Human Services or any authorized agency of the Federal Government.

All records and accounts shall be retained for three years after expiration of this agreement, or until all audit findings are resolved, whichever is longer, unless permission to destroy them is granted by the U. S. Department of Health and Human Services or the County grantor in writing.

The grantee will comply with the requirements of the County grantor's

management information system and supply all required programmatic and fiscal reports in a timely manner.

5. Confidentiality

Neither the State, the County grantor nor grantee shall use or disclose any information concerning a participant under this program as "participant" is defined in applicable Federal regulations, except as permitted by the Act and pursuant regulations, including but not limited to information used by the grantee to determine and verify eligibility of participants except upon written consent of the other party to this agreement and the participant or his or her responsible parent, guardian or duly appointed legal representative.

6. Monitoring and Evaluation

Each grantee shall, to the extent of its capability, monitor its program through review of data, observation of operations and examination of records to ensure compliance with: (1) the Act and regulations; (2) the provisions of this agreement; and (3) the provisions of any sub-agreements for any sub-grants it awards. The County grantor will have the responsibility for overall monitoring and evaluation. The grantee shall maintain program records and provide program reports required by the County grantor and agrees that a program review of participant records and reports and meetings with any staff or participants directly or indirectly involved in program participation will be conducted upon reasonable notice at any reasonable time by Federal, State and/or County grantor personnel or persons authorized by the County grantor.

7. Personnel

The grantee shall staff the organization in order to implement the program activity described herein, and the selection of staff must conform to recognized personnel and merit system principles.

8. Participant Sanctions

Each grantee assures that it will cooperate with the State Department of Human Resources, Prince George's County and/or the Local Department of Social Services in the process of sanctioning participants for failure to comply with program requirements. Such cooperation shall include, but not be limited to:

- a. Determining whether there is "good cause" when a mandatory participant fails to participate in one of the program components or refuses to accept employment.
- b. Notifying the Local Department of Social Services within a reasonable period of time of a participant's failure to comply with program requirements without good cause. Such

notification shall be written and include documentation of the failure or refusal.

9. Property

The grantee shall comply with the policies and procedures of the United States Department of Health and Human Services, the State and the County grantor regarding the acquisition, management and disposition of all property provided under the grant.

10. Bonding

The grantee assures that every officer, director, agent or employee who is authorized to act on behalf of the grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the lowest of the following: (1) \$100,000, (2) the highest advance received during the preceding grant year, or (3) the highest advance planned for the present grant year.

11. Liability

It is understood and agreed that the County grantor shall not be liable for any action of tort, contract or otherwise for any actions of the grantee arising from this grant.

12. Payments for Obtaining Agreement

The grantee warrants and certifies that it has not:

- a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for it) to solicit or secure this grant;
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the grant; or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for it) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

For breach or violation of this warranty, the State grantor shall have the right to annul this grant without liability or, in its discretion, to deduct from the price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Additional Conditions

No employee of the County grantor, the State of Maryland or any department, commission, agency or branch thereof whose duties as such employee include matters related to or affecting the subject matter of this grant shall, while in such employment, become or be an employee of the grantee. The terms of this grant and its execution are subject to all applicable Maryland laws and regulations and approval of such other agencies of the State of Maryland as required under said laws and regulations.

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor, child, brother or sister has a financial interest or to which any firm, corporation, association or other organization, in which he has a financial interest or in which he is serving as an officer, director, trustee, partner or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agency has previously complied with the provisions of Article 40 A, SS 3-101 et seq. of the Annotated Code of Maryland.

The grantee also certifies that the information in this grant is correct to the best of his/her knowledge and belief.

14. Lobbying

The grantee certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- c. The grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

15. Drug and Alcohol Free Workplace

The grantee assures and certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace during the term of this agreement. Specifically grantee shall:

- a. Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace;
- b. Prohibit its employees from working under the influence of alcohol or drugs;
- c. Not hire or assign to work on an activity funded in whole part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;
- d. Promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred; and
- e. Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol free workplace.

16. Public Information Act Notice

In accordance with Executive Order 01.01.1983.18, the Department of Human Resources advises the grantee as follows regarding the collection of personal information. Certain personal information requested by the Department of Human Resources is necessary to determine eligibility for grants under this Act. The grantee's failure to disclose this information may result in the denial of a grant. Availability of this information for public inspection is governed by the provisions of the Maryland Public Information Act, State Government Article, Sections 10-611 et seq of the Annotated Code of Maryland. This information will be disclosed to appropriate staff of the Department, or to public officials, for purposes directly connected with administration of the program for which its use is intended. Such information is routinely shared with State, federal, or local government agencies. The grantee has the right to inspect amend, or correct personal records in accordance with the Maryland Public Information Act.

Signature

Title

Agency / Organization / Company

Date

**PRINCE GEORGE'S COUNTY
DEPARTMENT OF SOCIAL SERVICES
HIRING AGREEMENT**

This agreement ("Agreement") is made and entered into by and between Prince George's County Department of Social Services (hereinafter referred to as PGCDSS) and _____, (hereinafter referred to as the CONTRACTOR).

This "Agreement" has been developed pursuant to Section 13-224, State Finance and Procurement Article, Annotated Code of Maryland. This "Agreement" will be carried out by PGCDSS and the CONTRACTOR cognizant in support of contract number ("Procurement Contract").

WITNESSETH:

WHEREAS, the CONTRACTOR and PGCDSS, when appropriate, have met and reviewed an inventory of the entry-level jobs that the CONTRACTOR is likely to fill during the term of the "Procurement Contract" at its various locations in the State of Maryland;

WHEREAS, the CONTRACTOR and PGCDSS, when appropriate, have met and reviewed the job descriptions, locations, and skill requirements for those positions;

WHEREAS, PGCDSS, when appropriate has identified and discussed with the CONTRACTOR the following services that PGCDSS can provide to the CONTRACTOR for its workforce related needs:

Medicaid coverage for the employee and the employee's dependents for up to one year after placement in an entry-level job;

Maryland Children's Health Program (MCHP) medical coverage for the employee's dependents after one year of employment for as long as eligibility is met;

Food Stamps for the employee and the employee's dependents for as long as eligibility requirements are met;

Child Care subsidies for the employee's dependents for up to one year after employment as long as eligibility requirements are met;

Transportation subsidies for the employee for a period of time after employment;

Other Retention Services including counseling on an as needed basis; and

Assistance with claiming tax credits for having hired Temporary Cash Assistance customers;

NOW, THEREFORE, the CONTRACTOR and PGCDSS agree to work cooperatively to develop responses to the workforce development requirements faced by the CONTRACTOR in the State of Maryland and to promote the hiring of PGCDSS Temporary

Cash Assistance customers by the CONTRACTOR.

Specifically, they agree as follows:

A. That the CONTRACTOR will:

1. Notify PGCDSS of all entry-level job openings resulting from the "Procurement Contract" that the CONTRACTOR may have with an agency of the State of Maryland;
2. Declare PGCDSS the "first source" in identifying and hiring candidates for those entry-level openings;
3. Work with PGCDSS, as necessary and appropriate, to develop customized training programs which enable Temporary Cash Assistance customers to qualify for and secure the entry-level jobs;
4. Give preference and first consideration (to the extent permitted by law and any existent labor agreements) to candidates the DSS refers, within three (3) working days to fill entry-level job openings, provided the candidates meet the qualifications specified;
5. Agree to consider filling a minimum of 1 of the entry-level job openings with PGCDSS referred candidates, provided that DSS refers qualified candidates within three (3) working days;
6. Provide PGCDSS with feedback regarding the disposition of all DSS referrals, to include an explanation of why any such candidate was not hired or considered qualified;
7. Provide PGCDSS with feedback regarding the progress and employment status of those candidates who are hired; and
8. Designate a specific contact person who will:
 - provide additional information regarding "first source" jobs and clarify their requirements;
 - receive PGCDSS referrals, and
 - provide feedback to a PGCDSS account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those candidates hired by the CONTRACTOR.

B. That PGCDSS will designate account representatives who will:

1. Receive and process all the CONTRACTOR's entry-level job notices in

accordance with this “Agreement”;

2. Refer screened and qualified candidates to the CONTRACTOR’s designated contact person;
3. Make referral in a timely manner, that is, within three (3) working days after receiving the CONTRACTOR’s entry-level job opening notices;
4. Assist in the development of any mutually agreed upon customized training and/or internship programs that will better prepare DSS candidates for employment with the CONTRACTOR;
5. Provide follow-up and post-hire transitional/supportive services (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate;
6. Insure that the CONTRACTOR is advised of available subsidies and is assisted with the associated application/claiming processes; and
7. Report the CONTRACTOR to the cognizant State Procurement Agency if the CONTRACTOR does not fulfill its responsibilities as listed in Section A. of this “Agreement”.
8. Review and evaluate the effectiveness of this undertaking with the CONTRACTOR and make modifications as necessary and appropriate.

DISCLAIMERS:

Nothing in this agreement shall cause the CONTRACTOR, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

NON-DISCRIMINATION:

PGCDSS and the CONTRACTOR agree that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and state laws regarding discrimination.

Maryland Law Prevails:

The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works.

EFFECTIVE DATE:

This agreement shall take effect on the date of the aforementioned "Procurement Contract"; and it shall remain in effect for the duration of "Procurement Contract".

IN WITNESS, WHEREOF, the CONTRACTOR and PGCDSS have affixed their signatures below:

CONTRACTOR

PRINCE GEORGE'S COUNTY
DEPARTMENT OF SOCIAL SERVICES

Gloria L. Brown

Executive Director
TITLE

Director
TITLE

DATE

DATE

Approved as to Form and Legal Sufficiency by the DHR Attorney General's Office.

CORPORATE ACKNOWLEDGMENT

Project Name: _____

Company Name: _____

Corporate Seal (as applicable)

STATE OF _____:

COUNTY OF _____: SS.,

On this ___ day of ___, 20___, before me the undersigned notary, personally appeared _____ and acknowledged as follows:

(Corp. Sec. or other Officer)

That he/she is the _____ of the _____
(Title) (Name of Corporation)

a corporation in good standing in the State of Maryland and named as Principal in the attached instrument;

That _____ of said corporation, being so
(Name of Corp. Officer signing Contract) (Title)
authorized, did sign the foregoing instrument on behalf of the Principal;

That said signature is genuine and that said instrument was duly signed, sealed and attested to on behalf of the said corporation by authority of the following officers of said corporation:

(Name) Title

(Name) (Title)

(Name) (Title)

and that said acknowledgment of the said instrument is the free act and deed of the said corporation.

(SEAL)
Notary Public _____

CORPORATE ACKNOWLEDGEMENT - INSTRUCTIONS

1. PRINCE GEORGE'S COUNTY or the appropriate County/Municipality --- If not typed already on line number (1) print or type it.
2. The Federal tax number and it will always be in place on the form. The payment/performance bond number and contract number must also be inserted on the form.
3. The day completing this form must be entered on this line.
4. The month completing this form must be entered on this line.
5. The present year must be entered on this line.
6. The name of the Corporate or Board Officer, authorizing line # 9 to sign the Agreement with the County must be printed or typed on this line.
7. The title of the Officer of Corporation or Board on line #6 must be printed or typed on this line.
8. The Corporation of Non Profit name identified on the Agreement must be printed or typed on this line.
9. Print or type the name of person that is authorized to sign the Agreement with the County. This cannot be the Corporate Secretary or other Officer identified on line #6.
10. Print or type the title of the authorized person signing the Agreement on this line.
11. The Corp. Sec. or other Officer providing authorization on line #6 must sign on this line.
12. Print or type the title of the Officer signing on line #11.
13. This Corporate Acknowledgement form must be notarized and dated no more than five working days from the date appearing on the signature page of the Agreement, Contract or Grant with the County.

Addendum 2.11

Sample Pay for Performance Benchmark and Budget Detail

Performance Based Pay Point	Proposed#	Cost/unit Delivered	Total Cost	Valid Supporting Documentation
<i>Benchmark # 1</i> Enrollment				
<i>Benchmark # 2</i> Placements				
<i>Benchmark # 3</i> Assessments				
<i>Benchmark # 4</i> Retention				
<i>Benchmark # 5</i> Workshops				
TOTALS				

SAMPLE BUDGET LINE ITEMS

The following are examples of some specific line items:

- Compensation:** All salaries of employees on payroll charged to program budget. There should be original documents available for inspection (payroll records, time sheets) to support this expenditure.
- Fringe:** Payroll taxes, insurance, worker's compensation, retirement, etc.
- Technical & Special Fees:** Charges paid for legal, insurance, accounting and auditing expenses paid to outside firms.
- Communication:** Phones, faxes, pagers, etc.
- Travel & Transportation:** Mileage, gas, oil and vehicle repair/maintenance, bus tokens, etc.
- Contractual Services:** Any person or service secured on a contractual basis (computer specialist, medical staff, employment counseling staff, mental health services, etc.)
- Meals:** Food & beverage, etc.
- Postage & Copier Costs:** U.S. Mail, Bulk Mail, UPS services, copier lease/rental, per page fees, etc.
- Supplies & Materials:** Books, utensils, paper goods, linens, etc.
- Equipment:** VCRs, Televisions, Computers, Furniture, etc.
- Printing:** Flyers, Reports, Advertisements, etc.
- Space & Utilities:** Rent and associated facility costs
- Client Services:** Client related expenses for clothing, job related start-up equipment or supplies, or any other client-related purchase of services.
- Miscellaneous:** Any proposed expenditure that does not specifically fit the definition of another line item. These expenses must be detailed.

Addendum 2.13

RFA PREPARATION CHECKLIST

By initialing this document you attest that you have personally checked that all requirements have been met.

		<u>Yes</u>	<u>No</u>	<u>N/A</u>
Appropriate format, properly labeled and one original plus six copies in sealed envelope marked as instructed		___	___	___
<u>Required Attachments</u>				
1.	Current SDAT Certification	___	___	___
2.	Signed Suspension and Debarment Form	___	___	___
3.	Certification Regarding Fair Labor Standards Act	___	___	___
4.	Certification Regarding Lobbying	___	___	___
5.	Vendor Oath and Certification	___	___	___
6.	Application Affidavit	___	___	___
7.	Offeror Affidavit	___	___	___
8.	MBE and/or QSB Certification	___	___	___
9.	COA Certification	___	___	___
10.	Confidential, Patented, Proprietary and/or Trade Secret Exclusions	___	___	___
11.	Certification of Insurance or documentation verifying required insurances are available in the event of award	___	___	___
12.	Completed RFA Checklist	___	___	___
13.	Corporate Acknowledgement or Grantee/Fiduciary Agent Agreement	___	___	___
14.	Target Employment/Employer Chart	___	___	___
15.	Assessment Tools	___	___	___
16.	Employability Plan	___	___	___
17.	Proposed Curriculum	___	___	___
18.	Sample Weekly Job Search	___	___	___
17.	Collaborative Partner Agreements	___	___	___
18.	Outreach/Marketing Plan	___	___	___
19.	Service Delivery Flowchart	___	___	___
20.	Articles of Incorporation and/or other founding Documentation	___	___	___
21.	Current References (3)	___	___	___
22.	Most recent Annual Audit, most recent Annual Report and/or Program Statistics & Most recent Financial Statement	___	___	___
23.	Proposed Organizational Chart, Personnel, Job Descriptions & Staff Coverage Plan	___	___	___
23.	Proposed Budget, Narrative and Supporting Documentation for Match	___	___	___
23.	Proposed Pay for Performance Budget and Benchmark	___	___	___

I hereby certify that I have reviewed the application being submitted and all required attachments are provided where appropriate.

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____ Date: _____