

DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES



INVITATION FOR BIDS (IFB)

SOLICITATION NO. DPSCS Q0015020

Issue Date: February 9, 2016

SEXUAL OFFENDER TREATMENT SERVICES

NOTICE

A Prospective Bidder that has received this document from the Department of Public Safety and Correctional Services website or <https://emaryland.buyspeed.com/bsc/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

Title: SEXUAL OFFENDER TREATMENT SERVICES
Solicitation No: DPSCS Q0015020

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Bid/Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE or VSBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
IFB KEY INFORMATION SUMMARY SHEET**

Invitation for Bids: **SEXUAL OFFENDER TREATMENT SERVICES**

Solicitation Number: **DPSCS Q0015020**

IFB Issue Date: **February 9, 2016**

IFB Issuing Office: **Department of Public Safety and Correctional Services**

Procurement Officer: **Rachel Cruse
45 Calvert Street, Room 138
Annapolis, MD 21401
Phone: 410-260-7430 Fax: 410-974-3274
e-mail: Rachel.Cruse@maryland.gov**

Contract Monitor: **Bruce Gerber
Administrator COMET Containment Teams
Maryland Division of Parole and Probation
6776 Reisterstown, Suite 212-23, Baltimore, MD 21215
(office phone) 410-585-3527
Bruce.Gerber@maryland.gov**

Bids are to be sent to: **Department of Public Safety and Correctional Services
45 Calvert Street, Room 138
Annapolis, MD 21401
Attention: Rachel Cruse**

Pre-Bid Conference: **Tuesday, February 23, 2016, at 10:00 AM Local Time
45 Calvert Street, Room 164 Annapolis, MD 21401**

Closing Date and Time: **Thursday, March 10, 2016 at 2:00 PM Local Time**

Public Bid Opening: **Thursday, March 10, 2016 at 2:30 PM Local Time
45 Calvert Street, Room 164, Annapolis, MD 21401**

MBE Subcontracting Goal: **0%**

VSBE Subcontracting Goal: **0%**

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Public Safety and Correctional Services (DPSCS) is issuing this Invitation for Bids (IFB) to obtain one or more Contractors to provide mental health treatment services to Sexual Offenders under the supervision of DPSCS.
- 1.1.2 It is the State's intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder(s) and the State. The anticipated duration of services to be provided under this Contract is five (5) years Section 1.4 for more information.
- 1.1.3 The Department intends to make one award, by Jurisdiction, based on the most favorable Total Evaluated Bid Price for each Jurisdiction. Bidders may bid on one (1) or more Jurisdictions, for up to all twenty three (23) Jurisdictions, but may only submit one (1) bid for each Jurisdiction.
- 1.1.4 Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- a. **Agent** – Parole and Probation agent providing supervision to Sexual Offenders (this includes referring Agents and supervising Agents).
- b. **Assessor** - The Contractor's employee or subcontractor who performs the Sexual Offender specific assessment set forth in Section 3.4. Assessors shall meet the minimum requirements identified in Section 2.1.
- c. **Auxiliary Aids** – For use with a hearing-impaired offender, includes but is not limited to: computer-aided transcription services, assistive listening systems, closed caption decoders, open and closed captioning, TDDs, TTYs, videotext displays, or written materials.
- d. **Bid** – A statement of price offered by a Bidder in response to an IFB.
- e. **Bidder** – An entity that submits a Bid in response to this IFB.
- f. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- g. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- h. **COMET Team** – Collaborative Offender Management/Enforced Treatment team
- i. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
- j. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.

- k. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities.
- l. **Contractor** – The selected Bidder that is awarded a Contract by the State.
- m. **Department or Department of Public Safety and Correctional Services** – (DPSCS).
- n. **DPP** - Division of Parole and Probation
- o. **eMM** – eMaryland Marketplace (see IFB Section 1.8).
- p. **Go-Live Date** – The date when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
- q. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the Department of Public Safety and Correctional Services, Solicitation Number DPSCS Q0015020 dated Tuesday, February 9, 2016, including any addenda.
- r. **Jurisdiction** – The geographic area in which Sexual Offender Treatment Services shall be provided (as identified in Section 3 of this IFB) at the rates specified in the Bid Form. There are three categories of Jurisdictions: Small, Medium, and Large. (See Section 3.1.2.) **Small Jurisdictions:** Allegany, Calvert, Caroline, Carroll, Cecil, Charles, Dorchester, Frederick, Garrett, Kent, Queen Anne’s, St. Mary’s, Somerset, Talbot, Washington, Wicomico, and Worcester counties. (Each county is a separate Small Jurisdiction.) **Medium Jurisdictions:** Anne Arundel, Harford, Howard, Montgomery, and Prince George’s counties. (Each county is a separate Medium Jurisdiction.) **Large Jurisdiction:** Baltimore City combined with Baltimore County is the only Large Jurisdiction.
- s. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- t. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- u. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- v. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- w. **Personnel** – The personnel of the Contractor includes all individuals acting as employees or agents of the Contractor as well as all subcontractors, subcontractors’ employees or agents.
- x. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

- y. **Professional Counselor** – Means, for purposes of this IFB, an individual who is licensed pursuant to COMAR 10.58.01.02 (B)(11) to practice Clinical Professional Counseling or Graduate Professional Counseling.
- z. **Psychologist** – An individual who meets the requirements in Section 18-302(f) of the Health Occupations Article of the Annotated Code of Maryland, and is licensed by the Board of Examiners of Psychologists to practice psychology.
- aa. **Sexual Offender** – An individual who has been convicted of any sexual crime pursuant to Criminal Law Article, Title 3, Subtitle 3, Annotated Code of Maryland, or any other state or federal equivalent offense, or an individual who has been convicted of any offense that was sexual in nature and who has been placed under the supervision of a COMET Team. For purposes of this definition, “convicted” means (1) found guilty of a crime by a jury or judicial officer; (2) enters a plea of guilty or nolo contendere; (3) is granted a probation before judgment after a finding of guilt for a crime or offense; or (4) is found not criminally responsible for a crime or offense.
- bb. **Sexual Offender Advisory Board** - The Board reviews Maryland's laws and those of other states and jurisdictions that concern Sexual Offenders, as well as the practices and procedures for supervising and monitoring Sexual Offenders which currently are used by the Maryland Parole Commission and the Division of Parole and Probation. The Board also evaluates technology that tracks offenders; reviews developments in assessing and treating Sexual Offenders; formulates standards for such treatment based on current and evolving best practices; and certifies treatment programs that comply with the standards. With the Division of Parole and Probation, the Board is to develop criteria to measure an individual's risk for re-offending. Also, the Board considers how to increase interstate cooperation in registering and monitoring Sexual Offenders. Finally, the Board makes recommendations for training Sexual Offender management teams within the Department.
- cc. **Social Worker** – Means, for purposes of this IFB, an individual who is licensed pursuant to COMAR 10.42.01 as a Graduate Social Worker, Certified Social Worker, or Certified Social Worker-Clinical.
- dd. **Therapist** - An employee with academic training and/or professional experience in providing mental health treatment services to Sexual Offenders. Therapists shall meet requirements identified in Section 2.1
- ee. **State** – The State of Maryland.
- ff. **Total Evaluated Bid Price** - The Bidder’s total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
- gg. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- hh. **Working Day(s)** – Same as “Business Day(s).”

1.3 Contract Type

The Contract resulting from this solicitation shall be an indefinite quantity contract with fixed unit prices as defined in COMAR 21.06.03.06(A)(2).

1.4 Contract Duration

1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).

- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.
- 1.4.3 As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2 definition), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 1.4.2) plus five (5) years from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation.
- 1.4.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

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

Rachel Cruse
Procurement Officer
45 Calvert Street, Room 138
Annapolis, MD 21401
Phone Number: 410-260-7430
Fax Number: 410-974-3274
E-mail: Rachel.Cruse@maryland.gov

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

1.6 Contract Monitor

The Contract Monitor is:

Bruce Gerber
Contract Monitor
Division of Parole and Probation
6776 Reisterstown, Suite 212-23
Baltimore, MD 21215
Phone Number: 410-585-3527
E-mail: Bruce.Gerber@maryland.gov

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

1.7 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held on Tuesday, February 23, 2016, beginning at 10:00 AM Local Time, at 45 Calvert Street, Room 164, Annapolis, MD 21401. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See IFB Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to 410-974-3274 the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on Tuesday, February 16, 2016. The Pre-Bid Conference Response Form is included as **Attachment E** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than Tuesday, February 16, 2016. The Department will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DPSCS website (www.dpscs.state.md.us) and possibly other means for transmitting the IFB and associated materials, the solicitation and summary of the Pre-Bid Conference, Bidder questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

1.9 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: Rachel.Cruse@maryland.gov. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Bid due date. Questions are requested to be submitted at least five (5) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

1.11 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 "Required Bid Submissions," must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than 2:00 PM Local Time on Thursday, March 10, 2016 in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this section will not be considered.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

Bids may not be submitted by e-mail or facsimile.

Vendors not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page (page ii).

1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted. Submitting a bid for more than one (1) Jurisdiction is not considered a multiple bid.

1.13 Receipt, Opening and Recording of Bids

1.13.1 Receipt. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

1.13.2 Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the Total Evaluated Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.

1.13.3 The Bid Opening shall be Thursday, February 10, 2016 at 2:30 PM Local Time at 45 Calvert Street, Room 164, Annapolis, MD 21401.

1.14 Confidentiality of Bids

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Evaluated Bid Price.

For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

1.15 Award Basis

The Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable Total Evaluated Bid Price (as referenced in COMAR 21.05.02.13) in each Jurisdiction for providing the goods and services for each Jurisdiction as specified in this IFB. The most favorable Total Evaluated Bid Price will be the lowest price total in each Jurisdiction on **Attachment F** - Bid Form.

1.16 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

1.17 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.18 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date for Bids, the Department shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder's Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

1.19 Cancellations

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to this solicitation.

1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.22 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this IFB (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals.").

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder.

1.23 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached herein as **Attachment A**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

1.25 Bid/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this IFB.

1.26 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. This Contract Affidavit is also required to be submitted by the Contractor with any Contract renewal, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), note that a business entity that is organized outside of the State of Maryland is considered to be a "foreign" business.

1.27 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://dat.maryland.gov/Pages/default.aspx>.

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

1.29 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**).

1.32 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bs/>), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:

- (a) the solicitation (e.g., the IFB/RFP);
- (b) any amendments;
- (c) pre-Bid/Proposal conference documents;
- (d) questions and responses;
- (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
- (f) notices of award selection or non-selection; and
- (g) the Procurement Officer’s decision on any Bid protest or Contract claim.

2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:

- (a) ask questions regarding the solicitation;
- (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
- (c) submit a "No Bid/Proposal Response" to the solicitation.

3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial Bids or Proposals;
2. filing of Bid Protests;
3. filing of Contract Claims;
4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

1.33 Minority Business Enterprise Goal and Subgoals

1.33.1 Establishment of Goal and Subgoals.

There is no MBE subcontractor participation goal for this procurement.

There are no MBE subcontractor participation subgoals for this procurement.

1.33.2 **Attachments D-1 to D-5** – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

| | |
|-----------------|---|
| Attachment D-1A | MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must submit with Bid/Proposal) |
| Attachment D-1B | Waiver Guidance |
| Attachment D-1C | Good Faith Efforts Documentation to Support Waiver Request |
| Attachment D-2 | Outreach Efforts Compliance Statement |
| Attachment D-3A | MBE Subcontractor Project Participation Certification |
| Attachment D-3B | MBE Prime Project Participation Certification |
| Attachment D-4A | Prime Contractor Paid/Unpaid MBE Invoice Report |
| Attachment D-4B | MBE Prime Contractor Report for Self Performance |
| Attachment D-5 | MBE Subcontractor/Contractor Unpaid MBE Invoice Report |

1.33.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Bidder/Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

1.33.4 Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

1.33.5 Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (**Attachment D-2**).
- (b) MBE Prime/Subcontractor Project Participation Certification (**Attachment D-3A/3B**).
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

- 1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
- (a) **Attachment D-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment D-4B** (MBE Prime Contractor Report)
 - (c) **Attachment D-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).
- 1.33.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.
- 1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – **Attachment A**, Section 2.1).
- 1.33.10 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment A**, “Liquidated Damages” clause).
- 1.33.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment D-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment D-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

- 1.33.12 With respect to Contract administration, the Contractor shall:
- (a) Submit by the 10th of each month to the Department’s designated representative:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

- ii. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.33.13 DPSCS MBE Liquidated Damages Contract Provisions:

- (a) This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions.
- (b) The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions.
- (c) The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- (d) Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one (1) or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
 - i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$ 33.30** per day until the monthly report is submitted as required.
 - ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$116.54** per MBE subcontractor.
 - iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

- iv. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- v. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: **\$ 124.86** per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

1.33.14 Contractor Assistance: Contractors requiring assistance in obtaining MBE Program information should contact the Governor's Office of Minority Affairs (GOMA), 6 St. Paul Street, Suite 1502, Baltimore, Maryland 21202 or phone 410 767-8232, Toll Free: 877 558-0998.

Contractors requiring assistance in locating certified MBEs are encouraged to search the MBE Directory on the Maryland Department of Transportation's (MDOT) website. Contractors can contact the MDOT, Minority Business Enterprise Office at 7201 Corporate Center Drive, P.O. Box 548, Hanover, MD 21076, or phone In State (410) 865-1142 or toll free 1-888-713-1414. MDOT's website is <http://www.mdot.state.md.us/>.

Contractors requiring assistance in completing the Department's MBE Forms should contact the MBE Office. The contact information is 6776 Reisterstown Road, Suite 208, Baltimore, Maryland 21215, phone 410-585-3743 or by email at mbe@dpscs.state.md.us.

1.34 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title 18. Additional information regarding the State's living wage requirement is contained in **Attachment G**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

Each Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. This will be determined based on the Jurisdiction(s) served.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

1.35 Federal Funding Acknowledgement

This Contract does not contain Federal funds.

1.36 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.37 Non-Disclosure Agreement

All Bidders/Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal.

1.38 HIPAA - Business Associate Agreement

This solicitation does not require a Business Associate Agreement.

1.39 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.42 Location of the Performance of Services Disclosure

The Bidder/Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment O**. The Disclosure must be provided with the Bid/Proposal.

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Bidder Minimum Qualifications

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met:

- 2.1.1 The Bidder shall provide documentation that all Therapists performing services under the Contract have a Master’s degree in social or behavioral science. Each Therapist must be currently licensed as a Psychologist, Social Worker or Professional Counselor, and must be in good standing with the respective Maryland Department of Health and Mental Hygiene (“DHMH”) Board of Examiners of Psychologists, Board of Social Work Examiners, or Board of Professional Counselors and Therapists pursuant to COMAR Title 10. As proof of meeting this requirement, the Bidder shall provide with its Bid a copy of each Therapist’s license(s) or certification(s) issued by DHMH, and a resume for each Therapist. (Note: Acceptable social work licenses for Therapists include Graduate Social Worker, Certified Social Worker, and Certified Social Worker – Clinical. Acceptable Professional counselor licenses for Therapists include Licensed Clinical Professional Counselor (LCPC) and Graduate Professional Counselor. See Section 1.2 Abbreviations and Definitions. The experience of various personnel of the Bidder while employed by entities or organizations other than the Bidder may be considered in determining whether this minimum qualification is met by the Bidder.
- 2.1.2 The Bidder shall provide documentation that any employees of the Bidder who will be conducting assessments (i.e., not providing treatment) have a Bachelor’s degree in social or behavioral science and at least one (1) year of cumulative experience providing mental health treatment services to Sexual Offenders. The experience of such employees while employed by entities or organizations other than the Bidder may be considered in determining whether this minimum qualification is met by the Bidder.
- 2.1.3 The Bidder shall provide documentation that all Therapists performing services under the Contract have at least 1,000 hours individually of clinical experience completed within the past five (5) years specifically in the areas of assessment and/or treatment of Sexual Offenders, 500 hours of which shall have been face-to-face therapy with adult convicted Sexual Offenders. As proof of meeting this requirement, the Bidder shall provide with its Bid the completed Clinical Hours Affidavit - Attachment W. The experience of various personnel of the Bidder while employed by entities or organizations other than the Bidder may be considered in determining whether this minimum qualification is met by the Bidder.
- 2.1.4 The Bidder’s Therapists performing services under the Contract shall have received or provided, within the last five (5) years, at least sixty (60) hours of documented training specifically related to Sexual Offender assessment and treatment methods. This training shall directly relate to Sexual Offender assessment, treatment, and management and may include, but is not limited to: (1) typologies; (2) Sexual Offender assessment and evaluation; (3) Sexual Offender treatment techniques (including evaluating and reducing denial, behavioral treatment techniques, cognitive behavioral techniques, relapse prevention, and empathy training); (4) offender and offense characteristics; (5) Sexual Offender risk; (6) physiological techniques (including polygraph, plethysmograph, and Abel screen); (7) victim issues; (8) family reunification and visitation; (9) legal issues regarding Sexual Offenders; (10) special Sexual Offender populations (including sadistic, developmentally disabled, compulsive, juvenile, and female offenders); (11) pharmacotherapy with Sexual Offenders; (12) impact of sexual offenses; (13) assessing treatment progress; (14) secondary and vicarious trauma; (15) anger management; (16) sexual education; (17) supervision techniques with Sexual Offenders; (18) philosophy and principles of the Sexual Offender Advisory Board; or (19) group therapy dynamics. Bidder shall submit a document summarizing the specific training received or provided which is to be considered toward satisfaction of this requirement. This document shall include the course title, date presented, and hours earned for each applicable training experience.

SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

- 3.1.1 The primary goal of Sexual Offender treatment services is to enhance public safety by preventing future sexual victimization. This must be accomplished using the containment approach to Sexual Offender management.
- 3.1.2 The State is issuing this solicitation for the purposes of obtaining one or more Contractors to provide mental health treatment services to Sexual Offenders under the supervision of DPSCS within 23 Jurisdictions that collectively provide statewide coverage. For purposes of this IFB, there are three categories of Jurisdictions; Small, Medium, and Large.
- 3.1.2.1 **Small Jurisdictions:** Allegany, Calvert, Caroline, Carroll, Cecil, Charles, Dorchester, Frederick, Garrett, Kent, Queen Anne’s, St. Mary’s, Somerset, Talbot, Washington, Wicomico, and Worcester counties. (Each county is a separate Small Jurisdiction.)
- 3.1.2.2 **Medium Jurisdictions:** Anne Arundel, Harford, Howard, Montgomery, and Prince George’s counties. (Each county is a separate Medium Jurisdiction.)
- 3.1.2.3 **Large Jurisdiction:** Baltimore City combined with Baltimore County is the only Large Jurisdiction.
- 3.1.3 Specialized Sexual Offender treatment services were implemented in response to the 2006 legislation mandating the use of collaborative containment teams for the supervision of Sexual Offenders and authorizing the imposition of participation in specialized Sexual Offender treatment as a special condition of supervision in appropriate cases. Specialized Sexual Offender assessment and treatment are essential elements of the containment approach to Sexual Offender management, and the Contractor(s) will, through active involvement with Collaborative Offender Management Enforced Treatment (COMET) teams throughout the State, enable parole and probation Agents to develop more appropriate supervision plans and implement more effective supervision strategies.
- 3.1.4 The essential components of specialized mental health treatment services for Sexual Offenders include: (1) addressing and redirecting deviant sexual interests, arousal patterns, and preferences; (2) addressing and correcting distorted attitudes; (3) increasing the accountability of Sexual Offenders for past abusive behaviors as well as lapse behaviors that may occur while under supervision; (4) addressing issues related to interpersonal functioning; (5) assisting in the development of behavior management skills; (6) addressing interrelated issues of denial, deceit, and victim empathy; (7) guiding Sexual Offenders toward adoption of a non-exploitive, responsible lifestyle; and (8) assisting in the development of information relative to the type and severity of sexually abusive behavior patterns and the implementation of appropriate responses including: adjustments in supervision levels; modifications to the special conditions imposed by the courts and/or parole commissions; the establishment and expansion of community support networks; and other available interventions.

3.2 Scope of Work – General Requirements

The Contractor(s) shall provide all labor, material, supplies, certification, licenses and equipment necessary to provide specialized mental health treatment services as outlined below:

- 3.2.1 The Contractor (s) shall provide treatment services within its contracted Jurisdiction(s) for all Sexual Offenders supervised and referred by the Division of Parole and Probation Agents. These services will include (1) assessing the level of risk and suitability for treatment of Sexual Offenders referred for screening, (2) providing appropriate treatment for Sexual Offenders, and (3) providing timely reports on the participation and progress of Sexual Offenders in treatment. The Department currently refers approximately 500 offenders for treatment per year. During the current fiscal year, the Department’s current contractors have had a combined monthly average number of 170 offenders in treatment.

- 3.2.2 The Department will not guarantee a minimum or maximum number of assessments, referrals or treatment hours. The Contractor(s) may or may not be the sole entity providing assessments and treatment for a particular geographic Jurisdiction. Governmental entities, such as the University of Maryland, may also provide such assessments and treatment services in lieu of or in addition to the Contractor(s).
- 3.2.3 The Contractor(s) shall work with Sexual Offenders with a variety of negative traits and behaviors including, but not limited to: manipulative behavior, denial and minimization, anger and aggressive outbursts, dominating behavior, depression, repeated self-defeating behaviors, and a variety of skill deficits.
- 3.2.4 The Contractor(s) shall provide on an infrequent basis brief telephone or email consultation on all issues related to Sexual Offender treatment, as needed or required by the Department.
- 3.2.5 The Contractor(s) shall provide legal testimony to methodology and performance of services required under this Contract in any legal proceedings if necessary, and shall provide affidavit and/or expert witness testimony for prosecution of violations in court proceedings and/or parole revocation hearings, as needed, at the hourly rate submitted on the Bid Form – Attachment F.
- 3.2.6 The Contractor(s) may provide Sexual Offenders who are not fluent in English an interpreter during treatment sessions. If the Sexual Offender is hearing-impaired, the Contractor(s) may provide an interpreter or other Auxiliary Aid as appropriate. The interpreter should serve only to interpret the communication between the subject and the Contractor’s Therapist or Assessor. If an appropriate interpreter is not available due to staffing issues or availability of interpreters for a particular language, Contractor shall issue a written report documenting this fact to the Contract Monitor within ten Business Days of receiving the referral material on the offender.
- 3.2.7 The Contractor(s) shall work with the COMET team, a multi-disciplinary team that works to incorporate the principles of a collaborative containment approach into the assessment, treatment, and management of Sexual Offenders. The COMET team will consist of a specialized parole and probation Agent and a polygraph examiner, and may include other participants. The Contractor(s) shall ensure that a collaborative approach is maintained with the Department personnel and others involved in the management of the offenders in treatment.
- 3.2.8 Contractor(s) shall attend monthly COMET team meetings located at a Parole or Probation office or Treatment center within the Contractor’s contracted Jurisdiction(s). However, if the Contractor does not have offenders in treatment, then no meetings with the COMET team are required. The Contractor shall use a protocol established by the Department for communication with the COMET team members – including polygraph examiners, where applicable – at other times. Contractor(s) shall be prepared to answer any questions about general treatment issues and specific Sexual Offender treatment progress from other team members.
- 3.2.9 The Contractor(s) shall ensure that all Sexual Offender assessments are conducted only by Assessors assigned to perform services under the Contract. The Contractor’s Assessors shall adhere to the ethical standards, practices and guidelines of their respective professions with regard to the administration of psychological tests, including Sexual Offender specific instruments.
- 3.2.10 The Contractor’s Assessor shall use the Static- 99R (Attachment V) instrument to evaluate Sexual Offenders. The Assessor may use multiple assessment instruments and techniques when appropriate or as directed by the Contract Monitor. An Assessor should use structured interview techniques to collect data in a non- pejorative manner, with sensitivity to any cultural, ethnic, developmental, Sexual Orientation, gender, medical and/or educational issues that may arise during the assessment; and should integrate collateral information whenever appropriate.
- 3.2.11 The Contractor(s) shall review the completed and signed Authorization for Release of Psychotherapy Information and Records in the form of Attachment Q from every offender to enable the disclosure of confidential information to the COMET team. The Contractor(s) shall emphasize to the offender at the commencement of treatment that (1) there is no restriction on information that can be shared, and (2) that such information, when warranted, may be used in the filing of criminal and/or violation charges.

- 3.2.12 The Contractor(s) shall notify the Contract Monitor promptly of an offender's failure to comply with therapy or of any other matters of concern regarding a Sexual Offender in treatment. The Contractor(s) shall contact the offender's Agent immediately when circumstances suggest that a Sexual Offender is at increased risk to re-offend, or in other emergency situations.
- 3.2.13 The Contractor(s) shall establish a system (telephone, voice mail, paging, email) to enable the Agent to contact the Contractor(s) directly, to which communication the Contractor(s) will respond no later than the next Business Day.
- 3.2.14 The Contractor(s), Contractor's employees, subcontractors and subcontractors of employees shall adhere to all laws, regulations, and follow the accepted professional standards and best practices governing the delivery of services under the Contract as recommended by the Association for the Treatment of Sexual Abusers (ATSA).
- 3.2.15 The Contractor(s) shall maintain all licenses and certifications submitted with the Bid to meet the minimum qualification specified in Section 2.1 of the IFB, without lapse, during the full term of the Contract.

3.3 Facility Requirements

- 3.3.1 The Contractor(s) shall have one or more offices where assessments and treatment services can be provided. The office(s) shall be located in areas accessible by public transportation or shall not result in more than 30 miles of travel from the assigned offender reporting location. The Department will not be responsible for any office(s) costs. The reporting locations in each Jurisdiction are listed on the DPSCS website: http://www.dpscs.maryland.gov/locations/dpp_offices.shtml
- 3.3.2 The Contractor(s) office(s) used to fulfill the requirements of this Contract shall meet all applicable federal, state, and local laws, codes, regulations, and requirements, including accessibility to individuals with disabilities.
- 3.3.3 The Contractor(s) shall provide a list of office(s) located within a one-half mile radius of areas routinely accessible to children (e.g., schools, day care centers, and playgrounds). The Contractor(s) shall describe the function, exact geographic location, and hours of operation of each office serving the Contract. The Contractor(s) shall submit a plan acceptable to the Department which details how the Contractor's program will be operated at each of the treatment sites so as to prevent contact between Sexual Offenders traveling to and participating in treatment and children within a one-half mile radius of the treatment site.

3.4 Assessment (Sexual Offender Specific Assessment)

- 3.4.1 The purposes of the sexual offense specific assessment prepared by the Contractor(s) are as follows: (1) to identify and document the treatment needs of the sexually abusive offender – even if resources are not currently available to adequately address those needs; (2) to provide the most accurate assessment possible of the Sexual Offender's risk to reoffend; (3) to provide specific recommendations relative to the supervision and treatment of the Sexual Offender; (4) to provide information that will help the State identify optimal supervision strategies and the appropriate setting and intensity of treatment; and (5) to provide information relative to the need to refer Sexual Offenders for additional or alternative forms of treatment.
- 3.4.2 The Department shall make all determinations as to whether an offender is referred for assessment or directly into treatment. When referring an offender for a sexual offense specific mental health assessment, the Department will complete and send by mail Attachment R - Referral for Specialized Treatment to the Contractor(s) along with the following materials (if available): a copy of the probation, parole, or mandatory release order which authorizes the agency to mandate treatment for the Sexual Offender, a description of the index sexual offense, and Attachment Q - Authorization for Release of Psychotherapy Information and Records form signed by the Sexual Offender.
- 3.4.3 The Contractor(s) shall schedule an assessment with the Sexual Offender to be conducted within two weeks of the referral and provide notice of this assessment to the Agent. The Contractor(s) shall notify the Agent no later than the next Business Day, of any offender who fails to keep or arrives late for a scheduled assessment (regardless of

whether the offender contacts the Contractor(s) to reschedule or cancel the appointment). If an assessment is to be rescheduled based upon unforeseen circumstances, the Contractor(s) will reschedule the assessment within one week of the originally scheduled assessment. If the assessment indicates that treatment is appropriate per the Contractor's written assessment report (see Section 3.7.1), then upon approval of the Contract Monitor the Contractor shall commence treatment within two weeks of the date of the Contract Monitor's approval.

- 3.4.4 The Contractor(s) shall immediately report to the Agent and the Contract Monitor any information disclosed by a Sexual Offender relative to any new criminal offense, or a prior unreported or undisclosed offense, or if the Contractor(s) believes that the potential for re-offense has increased.
- 3.4.5 The Contractor(s) Assessor shall obtain in writing on the Agency's "Authorization for Release of Psychotherapy Information and Records" form (see Attachment Q) the informed consent of the offender for the assessment. In the event the offender refuses to consent to the assessment, the Assessor shall notify the COMET team via email of the refusal no later than the next Business Day after the scheduled assessment. The notification must include a copy of the "Authorization for Release of Psychotherapy Information and Records" form (see Attachment Q).
- 3.4.6 The Contractor's Assessor shall inform the offender of the applicable assessment procedures, and shall explain to the offender how the offender's assessment information will be used and to whom the information will be disclosed. The Assessor shall also explain to the offender the nature of the Assessor's relationship with the Department, law enforcement agencies, the Maryland Parole Commission, and/or the court. The Assessor shall respect the offender's right to be fully informed regarding assessment procedures.
- 3.4.7 The Contractor's Assessor shall ensure that Sexual Offender specific mental health assessments address any of the following general mental health issues determined to be applicable to the offender: the existence of mental and/or organic disorders (developmental disorders, organic brain syndrome, mental illness); character pathology and the degree of impairment; the extent of drug/alcohol use (degree of use/abuse, history of relapses, degree of impairment); stability of functioning (marital and family stability, employment and education status, social skills); developmental history (parental relationship disruptions, disordered attachments, behavioral problems, learning disabilities, self-image, ego-strength); and medical issues (pharmacological needs, history of medication use/abuse, medical or neurological condition impacting offending behavior). If the assessment indicates the existence of mental health and/or substance abuse issues beyond the sexual offense behavioral disorder, the assessor will recommend that the offender be additionally referred to a treatment provider qualified to address those issues.
- 3.4.8 The Contractor's Assessor shall ensure that Sexual Offender specific mental health assessments address the following issues: the offender's sexual development history (onset, intensity, and duration of sexual arousal, interest, and preference patterns, deviant behaviors, and/or paraphilia; reinforcement structure for deviant behavior; dysfunction; offender's perception of functioning); specifics of sexually abusive behavior (specific behaviors, thoughts, fantasies; progression of offenses); the offender's attitudes and cognitive distortions relative to sexually abusive behavior (attitudes relative to women, children, sexuality, seriousness of offense behavior, harm to victim; victim empathy; motivation to change); the offender's level of deception or denial (presence and degree of minimization, ego-syntonic or ego-dystonic sense of deviant behavior); level of violence and coercion (overall pattern of assault, pattern of escalation of violence, victim selection); and risk of re-offense.
- 3.4.9 In making a determination relative to (1) a Sexual Offender's risk to reoffend; and (2) a Sexual Offender's amenability to treatment, the Contractor's Assessor shall consider, to the extent possible, the offender's: sexual deviancy, arousal patterns, and sexual interests and preferences; psychopathology (which may be determined by specific assessment); access to potential victim pool and victim impact; acknowledgment of his/her offending behavior; deceptive, denying, disowning behaviors; accountability for offending behavior; degree of cooperation; offense history and victim choice, escalating pattern of offenses, violence, and dangerous behaviors; criminal history; history of childhood or adolescent delinquency; developmental markers; social interest and lifestyle characteristics; social support systems; self-structure; substance abuse; motivation for treatment and recovery; prior treatment outcomes; overall control and intervention needs; and availability of required treatment and supervision resources.

3.5 Domains of Treatment

- 3.5.1 The Contractor(s) shall use group therapy as the treatment modality. Group therapy shall provide Sexual Offenders with the opportunity to admit and discuss their offenses, and to challenge and confront one another about examples of inappropriate and distorted thinking associated with abuse. Group therapy shall also provide an arena for the practice of social skills. The group process shall be effective: every member shall be required to participate and group members shall be confronted, when appropriate, with respect. Content, too, must remain effective: there should be an agenda for the group, the group should be encouraged to remain on task, and offenders shall not be allowed to spend too much time on non-offense-related issues. Therapy groups for Sexual Offenders in active treatment shall meet once weekly for one-hour sessions, and shall not contain more than 12 offenders per group.
- 3.5.2 The Contractor(s) shall provide individual treatment in those situations where such treatment is appropriate (e.g., for offenders with low cognitive functioning, for offenders with a major mental illness, for offenders with significant behavioral disorders, and to augment group treatment, when appropriate). The use of individual therapy – for a set number of sessions – as well as any modification of the length, size, or duration of active therapy groups shall be pre-approved by the Contract Monitor. The Contractor shall provide individual treatment to an offender if requested by the Contract Monitor.
- 3.5.3 The Contractor(s) shall use an evidence-based model of Sexual Offender change and shall note in its submission the program’s theoretical orientation, admission criteria, objectives, assessment methods, treatment targets and methods, monitoring plan, and support for program effectiveness. The Contractor(s) shall use a cognitive-behavioral model for the treatment of Sexual Offenders. A relapse prevention model shall be incorporated with an emphasis on skill development. The Contractor(s)’ evidence-based model must be pre-approved by the Contract Monitor.
- 3.5.4 The Contractor(s) shall address cognitive distortions and dysfunctional thinking – including denial, minimization, rationalization, and excuses – in the Sexual Offender, through techniques which challenge such distortions, emphasize their relationship to offending behavior, model accountability, and require an acceptance of responsibility.
- 3.5.5 The Contractor(s) shall address issues related to the Sexual Offender’s interpersonal functioning by using a group setting to model, practice, and rehearse appropriate and effective social interactions. Issues to be addressed include, but are not limited to: anger management, assertiveness, conflict resolution, leisure time skills, problem solving, stress management, conversational skills, and substance abuse.
- 3.5.6 The Contractor(s) shall match treatment intensity to offender risk level in view of research that suggests that some low-risk and very high-risk Sexual Offenders are not only unlikely to benefit from extensive treatment, but that such treatment may actually increase their risk to re-offend. The Contractor(s) shall also match treatment services to offender responsibility issues, particularly in regard to offenders in denial, offenders involved in statutory rape offenses, and psychopathic offenders.
- 3.5.7 The Contractor(s) shall address behavior management issues in providing treatment services to the Sexual Offender. Methods may include, but are not limited to, covert sensitization, the use of the relapse prevention model, teaching strategies such as stimulus control, avoidance strategies, programmed coping responses, escape strategies, and cognitive restructuring.
- 3.5.8 The Contractor(s) shall additionally be prepared to address issues in Sexual Offenders related to victim empathy, the establishment of appropriate supervision conditions and networks to assist in managing risk, the preparation of a complete and accurate sexual assault history, as well as aiding the offender in learning to separate anger and power from sexual behavior, and to adopt a non-exploitive, responsible lifestyle.

3.6 Treatment Process

- 3.6.1 The Department shall make all final determinations on whether an offender is referred for assessment or directly into treatment. When referring an offender for either a sexual offense specific mental health assessment or for treatment, the Department will complete and send by mail Attachment R - Referral for Specialized Treatment to the Contractor(s) along with the following materials (if available): a copy of the probation, parole, or mandatory release order which authorizes the agency to mandate treatment for the Sexual Offender, a description of the index sexual offense, and Attachment Q - Authorization for Release of Psychotherapy Information and Records form signed by the Sexual Offender.
- 3.6.2 The Contractor(s) shall schedule treatment with the Sexual Offender within two weeks of the referral or approval for treatment and shall provide notice of this treatment appointment to the Agent. The Contractor(s) shall notify the Agent no later than the next Business Day, of any offender who fails to keep or arrives late for a scheduled treatment appointment (regardless of whether the offender contacts the Contractor(s) to reschedule or cancel the treatment). If a scheduled initial treatment appointment is to be rescheduled based upon unforeseen circumstances, the Contractor(s) will reschedule the treatment within one week of the originally scheduled treatment appointment.
- 3.6.3 The Contractor(s) shall immediately report to the Agent and the Contract Monitor any information disclosed by a Sexual Offender relative to any new criminal offense (regardless of whether or not a sexual offense), or a prior unreported or undisclosed offense, or if the Contractor(s) believes that the potential for re-offense has increased.
- 3.6.4 The Contractor(s) shall promptly report all crimes and rule violations committed during the supervision/treatment period to the Agents. Offenders shall be informed before commencing treatment that such report will be made.
- 3.6.5 The Contractor(s) shall not end treatment precipitously, but should instead be gradually reduced in intensity. There shall be clearly presented graduation or completion criteria, which shall include a review of the status of the case with the COMET team. However, pre-approval must be obtained from the COMET Containment Teams Administrator (Contract Monitor) for treatment programming beyond 12 months in duration, or for any other adjustments to the established treatment schedule specified in Section 3.5.1.
- 3.6.6 The Department reserves the right to review any material that will be distributed to offenders and to disapprove that material if it believes it to be inflammatory, contrary to the philosophy and mission of the Department, or not conducive to successful reintegration.

3.7 Reports

- 3.7.1 The Contractor's Assessor shall issue a written assessment report to the Contract Monitor and Agent, using a format agreed upon by the Department and the Contractor(s), within ten Business Days of the interview of the Sexual Offender. The report shall include factual, impartial, and objective accounts of the pertinent psychosocial information obtained during the assessment, and shall summarize the general and Sexual Offender specific mental health issues outlined in Section 3.4 (Assessment) of this document. In addition, the assessment shall provide recommendations relative to: the level and intensity of offense-specific treatment needed, the level and intensity of behavioral monitoring needed, the types of external controls which should be considered for the specific offender (controls of the work environment, leisure time, or transportation; means of addressing life stresses or other issues that might increase risk and require increased agent intervention); the treatment of co-existing conditions; referral for medical and/or pharmacological treatment if indicated.
- 3.7.2 The Contractor(s) shall provide, by the tenth (10th) of each month for the preceding month, monthly treatment attendance and progress reports, using Attachment T provided by the Department to the Contract Monitor and Agent. The report shall include a summary of the offender's attendance at treatment sessions, his/her presentation and level of participation; areas of discussion (e.g., family and personal history, current relationships and life situation, index offense, history of prior offenses, victim impact, sexual fantasies, relapse prevention plan); milestones (e.g., reduction in denial; acknowledgment of offending behavior and potential risk of relapse; identification of cognitive distortions and demonstration of ability to correct; involvement in relationships

supportive of supervision and treatment goals; demonstration of ability to avoid high-risk environments and situations; development of pro-social skills to address problems with stress and anger management; decrease in deviant sexual urges, arousal, and fantasies; ongoing compliance with prescribed psychiatric medications used to reduce arousal or manage behaviors related to risk). The report shall also include a recommendation relative to continuation of treatment and details regarding any critical concerns.

- 3.7.3 The Contractor(s) shall notify the Contract Monitor and Referring Agent no later than the next Business Day of any plan to discharge an offender from treatment prior to notifying the offender. The Contractor(s) shall submit a written termination report to the COMET team on each offender discharged from treatment, within ten Working Days of the date of the offender's discharge. This report shall indicate the type of discharge (satisfactory, unsatisfactory, or other) and the basis for the type of discharge, and shall further note whether the offender did or did not respond to treatment.

3.8 Records

- 3.8.1 The Contractor(s) shall maintain a file on each offender referred for assessment and/or treatment. All treatment data shall be appropriately recorded for diagnostic and documentation purposes. Files shall be locked and kept in a secure area, and may not be copied or redistributed without the written consent of the Department. The Contractor(s) shall provide to the Contract Monitor, in writing, a detailed description of the security procedures used to safeguard the confidentiality of treatment records. Information contained in files shall not be shown to offenders.
- 3.8.2 The Contractor(s) shall maintain all treatment files for a minimum of five years from termination of treatment, or until the offender is discharged from the custody and control of the Department, or for a period consistent with the ethical standards of the applicable professional regulatory board, whichever is later.
- 3.8.3 Upon discharge or completion of treatment, the Contractor(s) shall forward a complete copy of the offender's file within sixty (60) days.
- 3.8.4 Upon expiration of the Contract, the Contractor(s) shall turn over all data and materials related to services provided under this Contract within thirty (30) days.
- 3.8.5 Contractor(s) shall fully participate in all aspects of the Department's data collection process, reporting system, and assessment program.

3.9 Contractor's Personnel Continuing Education and Training Requirements

- 3.9.1 The Contractor(s) Therapist(s) and Assessor(s) shall demonstrate completion of all DHMH-mandated continuing education requirements specific to each license used to meet the Minimum Qualifications located in Section 2.1 of the IFB. Costs for all required training shall be borne by the Contractor(s).
- 3.9.2 Contractor(s) Therapist(s) and Assessor(s) shall complete a minimum of thirty hours (30) of relevant continuing education every three years in order to maintain proficiency in the field of Sexual Offender assessment and treatment, and to remain current on any developments in the assessment, treatment, and monitoring of Sexual Offenders. Up to ten hours of this training may be indirectly related to Sexual Offender assessment, treatment, and/or management. It is incumbent on the trainee to demonstrate the relevance to Sexual Offender issues of training only indirectly related to Sexual Offender assessment, treatment, and/or management. The remaining twenty hours shall be directly related to Sexual Offender assessment, treatment, and/or management. The cost of all training is the responsibility of the Contractor(s).
- 3.9.3 The Contractor(s) and Contractor(s) Therapist(s) and Assessor(s) shall also participate in training at the direction of the Department, which may require Contractor(s) to attend the State/DPSCS departmental orientation of up to eight hours at the Contractor(s) expense. Other training may also be required, which will be at the Contractor(s) expense.

3.10 Contractor's Personnel

- 3.10.1 The Contractor(s) shall provide DPSCS with the full name, including any previous name, and date of birth for each employee, subcontractor, or employee of a subcontractor who will have any direct contract with a Sexual Offender receiving treatment from the Contractor.
- 3.10.2 DPSCS reserves the right to require that the Contractor(s) remove any employee, subcontractor, or employee of a subcontractor having direct contact with Sexual Offenders in treatment for cause.
- 3.10.3 The Contractor(s) shall inform DPSCS immediately if the Contractor learns that any employee, subcontractor, or employee of a subcontractor has participated in or committed an unlawful activity, other than a minor traffic offense, even if the individual has not yet been arrested or charged with any crime.
- 3.10.4 Any Contractor(s) employee, subcontractor, or employee of a subcontractor hired as an Assessor or Therapist during the contract period shall meet the applicable minimum requirements specified in Section 2 of the IFB. The Contractor(s) shall submit proof of meeting the minimum requirements to the Contract Monitor at least fourteen (14) days prior to the employee start date. The Department reserves the right to reject any new hired employee, subcontractor, or employee of a subcontractor for cause.
- 3.10.5 The Contractor shall simultaneously inform the DPSCS Contract Monitor of all disciplinary actions, within 24 hours of the action, including counseling and legal action, taken against any member of the Contractor's Staff who provides any services required under this Contract, including Staff of sub-contractors.

3.11 Contract Transition

- 3.11.1 Representatives of the Department of Public Safety and Correctional Services shall meet with the Contractor(s)' representatives within ten (10) days of the issuance of the notification of contract award to the Contractor(s). The date and time of the initial contract meeting will be scheduled by the State's Contract Monitor.
- 3.11.2 The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor and provide all records as required by the State. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition, and shall be for a period of at least thirty (30) days. Additional instructions regarding transition services may be provided by the State.
- 3.11.3 At least thirty (30) days prior to the end of the Contract, at a time requested by the State, the Contractor(s) shall support end-of-contract transition efforts by preparing a report of any outstanding deliverables or tasks with appropriate status information.
- 3.11.4 All costs associated with end-of-contract transition efforts shall be included as part of the Contractor(s)' overhead.

3.12 Security Requirements

3.12.1 Information Technology

- (a) The Contractor shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor is responsible for following HIPAA Privacy and Security Rules and maintaining reasonable and appropriate administrative, technical, and physical safeguards with regard to the sending and receiving of all information required under the Contract to be awarded under this IFB. The Contractor must follow

minimum necessary HIPAA requirements as defined by the U.S. Department of Health and Human Services at <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/minimumnecessary.html>.

3.12.2 Criminal Background Check

Contractor(s) shall obtain from each prospective employee a signed statement permitting a criminal background check. Contractor(s) shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior to assignment. Any person who has been convicted of any felony or of any category of sexual offense under Md. Code Ann., Criminal Law Article, Title 3 or 11 shall be ineligible to provide services under this contract. In addition, any person who is currently under the supervision of any federal, state, or local law enforcement or correctional facility shall be ineligible to provide services under this contract.

3.12.3 Gifts

The Contractor, and its employees, subcontractors, or subcontractors' employees shall not accept from or give to an Offender or a State employee any money, services or other form of remuneration or gift.

3.12.4 Investigations

The Contractor shall promptly and fully cooperate with any investigations of any type being conducted by the Department. Cooperation includes, but is not limited to, providing any requested statements, matter of records, physical evidence or records.

3.12.5 Termination of Contract for Security Violations

The failure of the Contractor's personnel, agents or subcontractors to comply with any provision of this Section 3.12 is sufficient grounds for the Department to immediately terminate this Contract for default.

3.13 Insurance Requirements

3.13.1 Contractor(s) shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor(s) action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.

3.13.2 Contractor(s) shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.

3.13.3 Contractor(s) shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.

3.13.4 Within five (5) Business Days of recommendation for Contract award, Contractor(s) shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

- a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- b. Commercial General Liability as required in Section 3.4.1.

c. Errors and Omissions/Professional Liability as required in Section 3.4.2.

d. Employee Theft Insurance as required in Section 3.4.3.

3.13.5 The State shall be listed an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, Contractor(s) shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.13.6 Contractor(s) shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor(s).

3.14 Problem Escalation Procedure

3.14.1 Contractor(s) must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how Contractor(s) will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

Contractor(s) shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

3.14.2 Contractor(s) must provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.15 Invoicing

3.15.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. Contractor shall utilize the Treatment Services Monthly Invoice (see Attachment P) when submitting invoices. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided;
- Case name and DPP case number for each participating offender;
- Name of supervising DPP Agent and associated office code;
- Date(s) of treatment sessions for each offender;
- Service code (A = Assessment; GT = Group Therapy; IT = Individual Therapy; CM = COM/ET Meeting;
- Hours of services;
- Fee rate for service;
- Name of the Therapist or Assessor providing the service and location of that service; and
- Amount due.

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

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

3.15.2 Invoice Submission Schedule

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

Monthly invoices shall be submitted by the 15th of each month following the month in which services were performed in accordance with the Treatment Services Monthly Invoice provided as Attachment P of the IFB. The invoices and resulting payments shall be based on the performance for services/goods provided in accordance with the amount provided on Attachment F of the IFB and the approval of the Contract Monitor.

3.16 MBE Reports

If this solicitation includes a MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment D-4**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- (b) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.17 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 1.41), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment M-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- (b) **Attachment M-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

3.18 SOC 2 Type II Audit Report

A SOC 2 Type II Report is not a Contractor requirement for this Contract.

3.19 Litigation

3.19.1 For any incidence where litigation involving any activity under this Contract is filed directly with the Contractor, the Contractor shall promptly notify the Department Contract Monitor. The notification shall include:

- 1. Name of court,
- 2. Case number,
- 3. Whether counsel filed or pro se, and
- 4. Amount of claim.

3.19.2 Whenever there is any progress or activity involving the case, the Contractor shall notify the DPSCS Contract Monitor to delineate:

- 1. Whether dispositive motions are pending (including all applicable dates);
- 2. Discovery proceeding (including date);
- 3. Trial set (including date);
- 4. Trial held (including date);
- 5. Judgment rendered (including date);
- 6. And/or appeal noted (including date).

All rulings on dispositive motions, judgments and settlements, and the terms of any judgment or settlement shall also be reported, regardless of whether the named defendant is the corporate defendant, a corporate subcontractor, or an individual employed by the Contractor or a subcontractor if the suit arises from performance of the services under the Contract. For any claim filed with the Contractor, the Contractor shall cooperate with the Department with the defense of such claim. For any claim filed with the Department, the Department will notify the Contractor and will coordinate with the Contractor for any necessary information needed in the suit. The Contractor shall simultaneously inform the DPSCS Contract Monitor of all disciplinary actions, within 24 hours of the action, including counseling and legal action, taken against any member of the Contractor's Staff who provides any services required under this Contract, including Staff of sub-contractors.

SECTION 4 – BID FORMAT

4.1 One Part Submission

Bidders shall submit one original and one electronic version of their entire bid on electronic storage (CD or flash drive).

Bidders shall submit with their Bid all Minimum Qualification documentation required (see Section 2), and all Required Bid Submissions (see Section 4.4) in a single sealed package/envelope.

4.2 Labeling

Each Bidder is required to label the sealed Bid. The Bid shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

4.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form (**Attachment F**). Bidders may submit a bid for any number of the Jurisdictions identified on the Bid Form. Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

4.4 Required Bid Submissions

The bidder shall submit the following with their bid. A Tab as detailed below shall separate each section of the bid as follows:

4.4.1 Transmittal Letter (Submit under Tab A)

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMM number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all State IFB and Contract terms and conditions (see Section 1.24); and
- Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Confidentiality of Bids").

4.4.2 Minimum Qualifications Documentation (Submit under Tab B)

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Bidder Minimum Qualifications.”

4.4.3 Completed Bid Form (Submit under Tab C)

Completed Bid Form (**Attachment F**).

4.4.4 Completed Required Attachments: Submit with original signatures (Submit under Tab D)

- a. Completed Bid/Proposal Affidavit (**Attachment B**).
- b. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).
- c. Completed Certification of Investment Activities in Iran (**Attachment N**).

4.4.5 Additional Attachments *If Required: Submit with original signatures, if required. (Submit under Tab E)

- a. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) ***see Section 1.33.**
- b. Completed Federal Funds Attachment (**Attachment H**) ***see Section 1.35.**
- c. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) ***see Section 1.36.**
- d. Completed Mercury Affidavit (**Attachment L**) ***see Section 1.40.**
- e. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (**Attachment M-1**) ***see Section 1.41.**
- f. Completed Location of the Performance of Services Disclosure (**Attachment O**) ***see Section 1.44.**

4.4.6 References (Submit under Tab F)

At least three (3) references are requested from customers who are capable of documenting the Bidder’s ability to provide the services specified in this IFB. References used to meet any Bidder Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

4.4.7 List of Current or Prior State Contracts (Submit under Tab G)

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

- a. The State contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the contract;

- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

4.4.8 Financial Capabilities (Submit under Tab H)

The Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

4.4.9 Certificate of Insurance (Submit under Tab I)

The Bidder shall provide a copy of the Bidder's current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured if required, within five (5) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

4.4.10 Subcontractors (Submit under Tab J)

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform.

4.4.11 Legal Action Summary (Submit under Tab K)

This summary shall include:

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

4.5 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsible Bidder whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this IFB) is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

4.6 Delivery

Bidders may either mail or hand-deliver Bids.

- 4.6.1 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. A Bidder using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- 4.6.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, Bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

- a. signed Contract (**Attachment A**),
- b. completed Contract Affidavit (**Attachment C**),
- c. completed MBE **Attachments D-2 and D-3**, within ten (10) Working Days, if applicable; *see **Section 1.33**,
- d. completed MBE **Attachment D-6** if a waiver has been requested, within ten (10) Working Days, if applicable; *see **Section 1.33**,
- e. signed Non-Disclosure Agreement (**Attachment J**), if applicable; *see **Section 1.37**,
- f. signed HIPAA Business Associate Agreement (**Attachment K**), if applicable; *see **Section 1.38**,
- g. completed VSBE **Attachments M-2 and M-3**, if applicable *see **Section 1.41**,
- h. completed DHR Hiring Agreement, **Attachment O**, if applicable *see **Section 1.45**, and
- i. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” naming the State as an additional insured, if applicable; *see **Section 3.4**.

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IFB ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Bid.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-6. Attachment D-1 must be properly completed and submitted with the Bidder's Bid or the Bid will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Bidder must submit Attachments D-2 and D-3 and, if the Bidder has requested a waiver of the MBE goal, usually Attachment D-6.

ATTACHMENT E – Pre-Bid Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Bidders that plan on attending the Pre-Bid Conference.

ATTACHMENT F – Bid Form Instructions and Bid Form

The Bid Form must be completed and submitted with the Bid. See Attached MS Excel Workbook for complete Bid Pricing Instructions and Bid Form.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Bid.

ATTACHMENT H – Federal Funds Attachment

If required (see Section 1.35), these Attachments must be completed and submitted with the Bid as instructed in the Attachments.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Bid.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

ATTACHMENT L – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Bid.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Bid. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Bid.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

Attachments P – X are subject to change and presented here for information and planning purposes only. The actual forms to be used will be provided to the Contractor(s) by the Contract Monitor.

ATTACHMENT P – Treatment Services Monthly Invoice

This is included as a reference.

ATTACHMENT Q – Authorization for Release of Psychotherapy Information and Records

This is included as a reference.

ATTACHMENT R – Referral for Specialized Treatment

This is included as a reference.

ATTACHMENT S – Assessment Record

This is included as a reference.

ATTACHMENT T – Treatment Attendance and Progress Report

This is included as a reference.

ATTACHMENT U – Treatment Discharge Summary

This is included as a reference.

ATTACHMENT V – STATIC -99R CODING FORM

This is included as a reference.

ATTACHMENT W – Clinical Hours Affidavit

This is included as a reference.

ATTACHMENT A – CONTRACT

STATE OF MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS) CONTRACTUAL AGREEMENT WITH

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Department of Public Safety and Correctional Services.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Bid” means the Contractor’s Bid dated (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contract Monitor” means the Department employee identified in Section 1.6 of the IFB as the Contract Monitor.
- 1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.5 “Department” means the Department of Public Safety and Correctional Services.
- 1.6 “IFB” means the Invitation for Bids for Sexual Offender Treatment Services Solicitation # DPSCS Q0015020, and any addenda thereto issued in writing by the State.
- 1.7 “Procurement Officer” means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.
- 1.8 “State” means the State of Maryland.

2. Scope of Contract

- 2.1 The Contractor shall provide specialized mental health treatment services to Sexual Offenders under the supervision of DPSCS within the twenty three (23) Jurisdictions specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB
Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)
Exhibit C – The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing

accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

2.4 If any term contained in this contract is held or finally determined to be invalid, illegal or unenforceable in any respect, in whole or in part, such term shall be severed from this contract and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced or disturbed nearby.

3. Period of Performance.

3.1 The Contract resulting from this IFB shall be for a period of approximately five (5) years beginning on or about May 1, 2016 and ending on April 30, 2017. The term of this Contract begins on the date the Contract is signed by the Department following approval of the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract upon receipt of official notification of award and a written Notice to Proceed issued by the Procurement Officer.

3.2 Audit, confidentiality, document retention, indemnification obligations and any other provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive expiration or termination of the Contract and continue in full force and effect.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Bid Form.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

4.4 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

4.5 All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. Contractor shall utilize the Treatment Services Monthly Invoice (see Attachment P) when submitting invoices. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided;
- Case name and SID number for each participating offender;
- Name of supervising DPP Agent and associated office code;
- Date(s) of treatment sessions for each offender;
- Service code (A = Assessment; GT = Group Therapy; IT = Individual Therapy; CM = COM/ET Meeting;
- Hours of services;
- Treatment site code;
- Fee rate for service; and
- Amount due.

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

And be submitted to:

Accounts Payable
 Maryland Department of Public Safety and Correctional Services
 300 East Joppa Road (Suite 1000)
 Towson, MD 21286

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

4.6 Invoice Submission Schedule:

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

Monthly invoices shall be submitted by the 15th of each month following the month in which services were performed in accordance with the Treatment Services Monthly Invoice provided as Attachment P of the IFB. The invoices and resulting payments shall be based on the performance for services/goods provided in accordance with the amount provided on Attachment F of the IFB and the approval of the Contract Monitor.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 This Section 5 shall survive expiration of the Contract.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs, and attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item’s specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws, including without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has

been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

10.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been

known, whichever is earlier. The Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

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

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State 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 State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contribution made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

Additional information is available on the State Board of Elections website: http://elections.state.md.us/campaign_finance/index.html

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- 25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies due and owing the State, 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 Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Liability

- 28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:
 - a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;

- b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Commercial Nondiscrimination

- 29.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 29.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 29.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

30. Prompt Pay Requirements

- 30.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- a. Not process further payments to the contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment.
- 30.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
 - b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 30.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 30.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.
- 30.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts;
 - iv. Assess Liquidated Damages as set forth in the IFB and Section [] of the Contract.
 - e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

31. Insurance Requirements

The Contractor shall maintain the minimum insurance requirements set forth in the IFB. The State of Maryland shall be named as an additional named insured on all liability policies (Worker’s Compensation and Professional Liability excepted) and certificates of insurance evidencing this coverage shall be provided prior to commencement of the contract.

32. Security

32.1 Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Department is subject to search of his or her person and/or property, and in addition may be fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department. Further, the Contractor, its employees and agents and subcontractor’s employees and agents shall not violate any provisions of Title 9, Subtitle 4 of the Criminal Law Article of the Annotated Code of Maryland and such other security regulations, directives and policies of the Department about which they may be informed from time to time. The failure of any of the Contractor’s or subcontractor’s employees or agents to comply with any provision of this Section 33 of this contract is sufficient grounds for this Department to immediately terminate this contract for default.

33.2 The Contractor shall comply with the MD Information Technology Security Policy and Standards available on line at: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>

34. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination. The Contract Monitor identified for this contract is Mr. Bruce Gerber.

35. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Rachel Cruse
Procurement Officer
45 Calvert Street, Room 138
Annapolis, MD 21401

If to the Contractor: _____

36. Confidentiality of Health and Financial Information

36.1 The Contractor agrees to keep information obtained in the course of this contract confidential in compliance with any applicable State and federal regulation. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any

disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

36.2 Personally Identifiable Information. The Contractor acknowledges that, in the course of performance hereunder, the Contractor may receive personally identifiable information that may be restricted from disclosure under the Health Insurance Portability Act and Accountability Act (HIPAA) and/or the Family Educational Rights and Privacy Act (FERPA). Notwithstanding any other provision of this Contract, the Contractor will be responsible for all damages, fines and corrective action arising from disclosure of such information caused by such breach of its data security or confidentiality provisions hereunder.

37. Liquidated Damages

37.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

37.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): \$33.30 per day until the monthly report is submitted as required.

37.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): \$116.54 per MBE subcontractor.

37.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.

37.1.4 Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

37.1.5 Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$124.86 per day until the undisputed amount due to the MBE subcontractor is paid.

37.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

38. **Right to Audit**

- 38.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.
- 38.2 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the services performed and provided under this Contract.
- 38.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).
- 38.4 The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's designated accountant or auditor to conduct the audit.
- 38.5 This Section shall survive expiration or termination of the Contract.

39. **Variations in Estimated Quantities**

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

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

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONAL SERVICES

By:

By: Secretary, DPSCS

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

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

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7205, Fraud and False Statements, or

(e) §7207, Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of:

- (1) the State of Maryland;
- (2) counties or other subdivisions of the State of Maryland;
- (3) other states; and
- (4) the federal

government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$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.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before

execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's 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 §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

This solicitation does not require Minority Business Enterprise forms.

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

**Solicitation Number DPSCS Q0015020
SEXUAL OFFENDER TREATMENT SERVICES**

A Pre-Bid Conference will be held at 10 AM, on Tuesday, February 23, 2016, at 45 Calvert Street, Room 164, Annapolis, MD 21401. Please return this form by 4:00 p.m. Local Time on Tuesday, February 16, 2016, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Rachel Cruse
45 Calvert Street, Room 138
Annapolis, MD 21401
Email: Rachel.Cruse@maryland.gov
Fax #: 410-260-7430

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 “Pre-Bid Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT F – BID PRICING INSTRUCTIONS & BID FORM

See Attached MS Excel Workbook for complete Bid Pricing Instructions and Bid Form.

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

(submit with Bid/Proposal)

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(submit with Bid/Proposal)

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT J – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Department) (the “Department”), and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for (solicitation title) Solicitation # (solicitation number); and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. §10-1301) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor’s Personnel or the Contractor’s former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to the Department. At such time, Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.
7. A breach of this Agreement by the Contractor or by the Contractor’s Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to

prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:
- a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____ (Department of Public Safety and Correctional Services)

By: _____ (SEAL) By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1

**LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

| Printed Name and Address of Individual/Agent | Employee (E) or Agent (A) | Signature | Date |
|---|------------------------------|-----------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT L – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

ATTACHMENT M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, the following disclosures are hereby made:

- 1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
 - ___ have plans
 - ___ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

- a. Location(s) services will be performed:

- b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT O – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

ATTACHMENT Q – AUTHORIZATION FOR RELEASE OF PSYCHOTHERAPY INFORMATION AND RECORDS (SAMPLE)

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
DIVISION OF PAROLE AND PROBATION

COMET: COLLABORATIVE OFFENDER MANAGEMENT | ENFORCED TREATMENT

AUTHORIZATION FOR RELEASE OF PSYCHOTHERAPY INFORMATION AND RECORDS

A. Identification

This document authorizes the use and/or disclosure of confidential health information about the following person:

Name: _____
Address: _____
Date of Birth: _____
Daytime Telephone Number: _____
Social Security Number: _____
Today's Date: _____

A. B. Directions for Release

I AUTHORIZE THE INDIVIDUALS OR ENTITIES IDENTIFIED IN SECTION B.1B TO RELEASE AND/OR USE THE PROTECTED HEALTH CARE INFORMATION IDENTIFIED IN SECTION B.2 CONCERNING THE INDIVIDUAL LISTED IN SECTION A TO THE INDIVIDUAL OR COMPANY IDENTIFIED IN SECTION B.1A.

B.1a. I authorize the disclosure of information to:

Any member of a Maryland Collaborative Offender Management / Enforced Treatment (COM/ET) team including, but not limited to, agents of the Division of Parole and Probation and other members of the criminal justice system (including law enforcement officers and court officials), treatment providers, polygraph examiners, employment counselors, and victim advocates.

B.1b. I authorize the obtaining of information from:

Health care providers or related personnel involved in psychiatric consultation, assessment and/or treatment, including those of hospitals, clinics, substance abuse treatment facilities, private psychotherapy practitioners, and all military facilities.

B.2. Information to be released:

I authorize the disclosure and/or use of mental health information, including psychotherapy notes, psychological evaluations, laboratory results and medical opinions, relating to my protected health information.

B.3. Purpose:

I authorize the disclosure and/or use of this information for the purpose of my community supervision including, but not limited to, the verification of my compliance with all conditions of release and to ensure that I do not present a danger to myself or others.

C. Right to Revoke:

I understand that I may revoke this Authorization at any time. If, however, I revoke this Authorization such revocation may be considered a violation of the terms and conditions of parole, probation or other supervision. To revoke the Authorization, I understand I must contact the following in writing:

This Authorization will expire upon the occurrence of the following event or condition: Upon the expiration date of _____ or other termination date of my community supervision.

D. Authorization and Signature: I authorize the release of my confidential protected health information, as described in my directions in Section B. I understand that this authorization is voluntary, that the information to be disclosed is protected by law, and the disclosure is to be made to conform to my directions. The recipient may redisclose the information that is used and/or disclosed pursuant to this authorization unless Maryland law, which prohibits redisclosure, or other laws limiting the use and/or disclosure of my confidential protected health information cover the recipient.

I, _____, have read the contents of this Authorization, and I confirm that the contents are consistent with my directions. I understand that by signing this form, I am authorizing the use and/or disclosure of my confidential protected health information.

Signature Date

Signature of Witness Date

A photocopy of this release form will be valid as an original hereof, even though said photocopy does not contain an original writing of my signature.

ATTACHMENT R – REFERRAL FOR SPECIALIZED TREATMENT (SAMPLE)

| IDENTIFYING INFORMATION | | |
|-------------------------|-------------|--------------|
| Subject Name | Last: | First: |
| Race / Sex / DOB | / / | |
| SID Number | DOC Number: | |
| Active DPP Case | Type Case: | Case Number: |
| Subject Address | | |
| Subject Telephone | | |
| Subject Email | | |

| OFFENSE AND SENTENCING INFORMATION | | |
|------------------------------------|--|-------------------|
| Index Sexual Offense | | |
| Sentence Date | | Static-99R Score: |
| Sentencing Judge | | |
| Case Open Date | | Expiration Date: |

| INCIDENCE AND VICTIMOLOGY | | |
|---------------------------|-------------------------------------|--|
| Incidence | Single or Multiple Incidents | |
| Number of Victims | Multiple, Same, or Single Victim(s) | |
| Age(s) | Adult, Minor, or Mixed | |
| Gender(s) | Female, Male, or Mixed | |
| Relationship(s) | Non-Stranger, Relative, or Stranger | |

| REFERRING AGENT CONTACT INFORMATION | | |
|-------------------------------------|---------------------------------------|------------|
| Supervising Agent | | |
| Office Address | | |
| Email Address | | Telephone: |
| Approved By | DPP Specialized Treatment Coordinator | |

| NOTE |
|--|
| This Referral Form must be accompanied by: (1) the supervision order or other document which authorizes psychotherapeutic treatment, (2) an offense report on the index <u>sexual</u> offense(s) of which the subject was convicted, and (3) a signed Authorization for Release of Psychotherapy Information and Records form. |

ATTACHMENT S – ASSESSMENT RECORD (SAMPLE)

UNIVERSITY OF MARYLAND MEDICAL SYSTEM
DEPARTMENT OF PSYCHIATRY

DIVISION OF COMMUNITY PSYCHIATRY

COMET: COLLABORATIVE OFFENDER MANAGEMENT | ENFORCED TREATMENT

ASSESSMENT RECORD

| | |
|----------------------------|--|
| Subject Name | |
| Identification Data | |
| Expiration Date | |
| Convicted Of | |

- B. **Decision** Accepted for Treatment in Specialized Group Therapy Program
- C. Intensive Supervision By COMET Team Recommended
- D. Other or Additional Recommendation (See Notes Below)

- Basis For Decision (If Not Accepted For Group Therapy)**
- Profile Indicates Offender Is Unlikely to Respond Positively to Treatment
 - Profile Indicates Offender Is Unlikely to Participate Productively in Treatment
 - Profile Indicates Offender Presents Minimal Risk of Recidivism Without Treatment
 - Insufficient Supervision Time Remains for Participation in Treatment
 - Other (See Notes Below)

E. Comments

By: Signature:
Of:
Date:

ATTACHMENT T – TREATMENT ATTENDANCE AND PROGRESS REPORT (SAMPLE)

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
DIVISION OF PAROLE AND PROBATION

**COMET: COLLABORATIVE OFFENDER MANAGEMENT | ENFORCED TREATMENT
TREATMENT ATTENDANCE AND PROGRESS REPORT**

| | |
|---------------------|--|
| Subject Name | |
| Identification Data | |
| Expiration Date | |
| Convicted Of | |
| Therapist | |

| DATE | | | | | | MONTH: | YEAR: |
|---------------------|--|--|--|--|--|---|-------|
| Attendance | | | | | | P = Present And On Time L = Late N = No Session EX = Excused Absence X = Unexcused Absence | |
| Presentation | | | | | | U = Mental Status Unremarkable R = Relapse Risk X = Suicide Or Homicide Risk | |
| Participation | | | | | | A = Active Participant – Regular Attendance With Productive Use Of Sessions P = Passive Participant – Irregular Attendance / Unwilling To Address Issues X = Unproductive Or Disruptive Participant | |
| Areas Of Discussion | | | | | | Family And Personal History Current Relationships And Life Situation Index Offense History Of Prior Offenses Victim Impact Sexual Fantasies Relapse Prevention Plan | |
| Milestones | | | | | | Reduction In Denial; Acknowledgment Of Offending Behavior And Potential Risk Of Relapse Identification Of Cognitive Distortions And Demonstration Of Ability To Correct Involvement In Relationships Supportive Of Supervision And Treatment Goals Demonstration Of Ability To Avoid High-Risk Environments And Situations Development Of Pro-Social Skills To Address Problems With Stress And Anger Management Decrease In Deviant Sexual Urges, Arousal, And Fantasies Ongoing Compliance With Prescribed Psychiatric Medications Used To Reduce Arousal Or Manage Behaviors Related To Risk | |
| Recommendation | | | | | | Continued Treatment Is Recommended Consideration For Termination Of Treatment Is Recommended | |

F.

Critical Concerns / Other Comments:

G.

By: Signature:
Of:
Date:

ATTACHMENT U – TREATMENT DISCHARGE SUMMARY (SAMPLE)

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
DIVISION OF PAROLE AND PROBATION

COMET: COLLABORATIVE OFFENDER MANAGEMENT | ENFORCED TREATMENT

TREATMENT DISCHARGE SUMMARY

| | |
|---------------------|--|
| Subject Name | |
| Identification Data | |
| Discharge Date | |
| Therapist | |

- Type Of Satisfactory: To Follow-Up Supervision (A)
Discharge Satisfactory: Expiration Of Parole/Probation Supervision Term (B)
From Unclassified: Maximum Benefit Achieved From Treatment (C)
Group Unclassified: See Additional Comments (D)
Therapy Unsatisfactory: Non-Compliance With Program Requirements (E)
 Unsatisfactory: Violation Of Supervision By Commission Of New Offense (F)

Comments

By: Signature:
Of:
Date:

ATTACHMENT V – STATIC -99R CODING FORM (SAMPLE)

STATE OF MARYLAND
 DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
 DIVISION OF PAROLE AND PROBATION
COMET: COLLABORATIVE OFFENDER MANAGEMENT | ENFORCED TREATMENT
STATIC-99R SCORING SHEET

H. Subject Name:

| Score | Risk Factor |
|-------|--|
| | <p>01. YOUNG: This item refers to the offender's age at the time of the risk assessment. If the assessment concerns the offender's current risk level, it would be his current age. If the assessment concerns an anticipated exposure to risk (e.g. release, reduced security at some future date), the relevant age would be his age when exposed to risk. Static-99 is not intended for those who are less than eighteen years old at the time of exposure to risk.</p> <p>- 3 Age 60 or older - 1 Age 40 to 59.9 0 Age 35 to 39.9 1 Age 18 to 34.9</p> |
| | <p>02. EVER LIVED WITH: The offender is considered single if he has never lived with a lover (male or female) for at least two years. Legal marriages involving less than two years of co-habitation do not count. Score as "0" if offender is not available for interview.</p> <p>0 Yes, has at some time lived with a lover for at least two years 1 No, has never lived with a lover for two years or more</p> |
| | <p>03. INDEX NON-SEXUAL VIOLENCE: Refers to convictions for non-sexual assault that are dealt with on the same sentencing occasion as the index sexual offense. These convictions can involve the same victim as the index sexual offense or they can involve a different victim. All non-sexual violence convictions are included providing they were dealt with on the same sentencing occasion as the index sexual offenses. Example offenses would include murder, wounding, assault causing bodily harm, assault, robbery, pointing a firearm, arson, and threatening.</p> <p>0 No 1 Yes</p> |
| | <p>04. PRIOR NON-SEXUAL VIOLENCE: The category includes any conviction for non-sexual violence prior to the index sentencing occasion.</p> <p>0 No 1 Yes</p> |
| | <p>05. PRIOR SEXUAL OFFENSES: Count only officially recorded offenses. These could include (a) arrests and charges, (b) convictions, (c) institutional rules violations, and (d) probation, parole or conditional release violations arising from sexual assault, sexual abuse, sexual misconduct, or violence engaged in for sexual gratification. Non-sexual offenses resulting from sexual behavior would also be included as sexual offenses (e.g. voyeur, convicted of trespass by night). When the offense behavior was sexual, but resulted in a conviction for a violent offense (e.g. assault, murder), then the offender is considered to have committed both a sexual and non-sexual violent offense and could receive points for both items. Count only the number of sexual convictions or charges prior to the index offense. Do not count sexual offenses included in the recent court appearance. Institutional rule violations and conditional release violations count as one charge. Use either charges or convictions, whichever indicates the higher risk.</p> <p>0 None 1 One conviction or one to two charges 2 Two to three convictions or three to five charges 3 Four or more convictions or six or more charges</p> |
| | <p>06. PRIOR SENTENCING DATES OF ANY KIND: Count the number of distinct occasions on which the offender has been sentenced for criminal offenses of any kind. The number of charges/convictions does not matter, only the number of sentencing dates. Court appearances that resulted in complete acquittal are not counted. The index sentencing date is not included.</p> <p>0 Three or less 1 Four or more</p> |
| | <p>07. ANY CONVICTIONS FOR NON-CONTACT SEXUAL OFFENSES: This category includes convictions for non-contact sexual offenses, such as exhibitionism, possessing obscene material, obscene telephone calls, and voyeurism. Self-reported offenses do not count in this category.</p> <p>0 No 1 Yes</p> |
| | <p>08. ANY UNRELATED VICTIMS OF SEXUAL OFFENSES: A related victim is one where the relationship would be sufficiently close that marriage would normally be prohibited, such as parent, uncle, grand-parent, and step-sister. Based on all available information, including self-report, victim accounts, and collateral contacts.</p> <p>0 No 1 Yes</p> |
| | <p>09. ANY STRANGER VICTIMS OF SEXUAL OFFENSES: A victim is considered to be a stranger if the victim did not know the offender twenty-four hours before the offense. Based on all available information, including self-report, victim accounts, and collateral contacts.</p> <p>0 No 1 Yes</p> |
| | <p>10. ANY MALE VICTIMS OF SEXUAL OFFENSES: Included in this category are all sexual offenses involving male victims. Possession of child pornography involving boys, however, would not count in this category. Based on all available information, including self-report, victim accounts, and collateral contacts.</p> <p>0 No 1 Yes</p> |

I.

J. **Low (-3 to 1)** **Low-Moderate (2 to 3)** **High-Moderate (4 to 5)** **High (6 and Above)**

Prepared By:

Date:

ATTACHMENT W – CLINICAL HOURS AFFIDAVIT (SAMPLE)

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
DIVISION OF PAROLE AND PROBATION
COMET: COLLABORATIVE OFFENDER MANAGEMENT | ENFORCED TREATMENT

TREATMENT PROVIDER QUALIFICATIONS AFFIDAVIT

I understand that in order to provide treatment or evaluation services under this contract I must have completed, within the past five years:

- A minimum of one thousand hours of clinical experience in the areas of evaluation and treatment of sexual offenders (five hundred hours of which were in the form of face-to-face therapy with convicted adult sexual offenders); and/or
- A minimum of thirty mental health sexual offense specific evaluations (Assessor only); and
- At least sixty hours of documented training specifically related to sexual offender evaluation and treatment methods.

I certify that I have the minimum required training and experience described above.

I do not currently meet the minimum qualification, training, or experience requirements specified. I understand that I may only act as a co-therapist in a treatment group until I meet those requirements.

I agree to use the “Authorization for Release of Psychotherapy Information and Records” approved for and provided by the Division of Parole and Probation with all clients who are evaluated or accepted for treatment under this contract.

I agree to establish a communication system (telephone, voice mail, paging, e-mail) which will enable the supervising agent to contact me directly, and to which contact I agree to respond no later than the next business day.

I agree to immediately report to the supervising agent and to any other appropriate authorities any disclosure by an offender relative to a new offense, a prior unreported or undisclosed offense, the violation of any condition of supervision, or any critical concerns that may relate to an increase in the offender’s potential for re-offense.

I agree to inform the supervising agent, no later than the next business day, of a decision to unsatisfactorily terminate an offender from treatment and shall notify the supervising agent of *any* plan to release an offender from treatment, regardless of the type of discharge, prior to notifying the offender.

I agree to make all reasonable efforts to ensure that sexual offenders participating in treatment are monitored by a staff member at all times and to minimize the opportunity for contact between offenders in treatment and any minors in the vicinity of the treatment facility.

I agree to allow the State to review any material that will be distributed to offenders and to prohibit the use of that material with offenders receiving services under this contract if the State believes it to be inflammatory, contrary to the philosophy and mission of the Division of Parole and Probation, or not conducive to successful reintegration.

Signature of Treatment Program Clinician
Date

Signature of Treatment Program Director
Date