

Upper Shore Workforce Investment Board  
1000 College Drive  
Wye Mills, Maryland MD 21679

## **REQUEST FOR PROPOSALS**

**One-Stop Operator  
Upper Shore Workforce Investment Board**

Submit Sealed Competitive Proposals Via Email To:

Daniel P. McDermott, Sr

[dmcdermott@chesapeake.edu](mailto:dmcdermott@chesapeake.edu)

Subject Line Must Be: One Stop Operator RFP Response

**Date for Receipt of Proposals:**

**April 6, 2021, 2:00 PM Eastern Daylight Savings Time**

## **INTRODUCTION**

The Upper Shore Workforce Investment Board (USWIB) is requesting bid proposals from individuals and/or entities who are interested in providing One Stop Operator services for the Upper Shore Workforce Innovation and Opportunity's American Job Center Network which comprises the five Maryland counties: Caroline, Dorchester, Kent, Queen Anne's, and Talbot. The USWIB is making a maximum of \$42,000 available for the tasks and deliverables for the period July 1, 2021 – June 30, 2022. The USWIB will notify the successful respondent of the funds available for the second year, July 1, 2022 – June 30, 2023 by April 2, 2022.

## **NOTE ABOUT ONE STOP NAME**

Throughout this Request For Proposals, the term One Stop, Career Center, and American Job Center refer to the same entity. For Example, the One Stop for Talbot County is the Talbot Career Center which is an American Job Center.

## **GOVERNING LAW**

The Laws and Regulations that are relevant to this Request for Proposals include:

- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- The Workforce Innovation and Opportunity Act of 2014 (WIOA)
- The Regulations for the Workforce Innovation and Opportunity Act of 2014
- Federal Policies relating to the Workforce Innovation and Opportunity Act of 2014
- The Code of Maryland
- Maryland State Policies relating to the Workforce Innovation and Opportunity Act of 2014
- USWIB local Policies
- USWIB Fiscal Agent Policies

## **SCOPE OF WORK**

The Operator entity will provide services as depicted in the "One Stop Operator: Tasks and Deliverables" section below for the period July 1, 2021 through June 30, 2023 with an option for an additional year, July 1, 2023 – June 30, 2024 to be mutually agreed upon on or before June 30, 2023.

There are three documents that reflect the alignment of the Upper Shore WIOA system. These three documents will define the "who, what, where, when, and how" of customer service for the job seekers and employers in the Upper Shore area:

1. The One Stop Memoranda of Understanding,
2. The One Stop Resource Sharing Agreement, and
3. The One Stop Operator Contract.

The USWIB is issuing this Request for Proposals (RFP) as the mechanism to select a One Stop Operator. The RFP is based on section 678.620 of the Workforce Innovation and Opportunity Act, the Joint Rule for Unified and Combined State Plans, Performance Accountability, the One Stop System Joint Provisions, the Final Rule, and the Upper Shore Local and Regional Plan, published and approved, that cite the role and functions of the One Stop Operator. The Upper Shore Local and Regional Plans, One Stop Memorandum of Understanding, and Resource Sharing Agreement are available online at [www.uswib.org](http://www.uswib.org).

## One Stop Operator: Tasks and Deliverables

- Create and implement a communication tool to provide information and opportunities to AJC Partners and Stakeholders
- Convene an American Job Center (AJC) Partner meeting in each County quarterly.
  - a. Create an agenda that includes:
    - i. Challenges related to service delivery or infrastructure agreed to in the AJC Memorandum of Understanding
    - ii. Report from each Partner on performance: number served, number who began employment, skills gain and credentials earned (if applicable)
    - iii. Gather information from Partners and Stakeholders on number of customers receiving Career Planning Services, Training Services and Supportive Services as defined in Section 3 and Section 134 of the Workforce Innovation and Opportunity Act
    - iv. Report from each Partner of information related to AJC operations, staff, or professional development
    - v. Information sharing from Stakeholders in attendance at the meeting
  - b. Create and distribute minutes from the meeting.
  - c. Follow up with AJC Partners who miss two consecutive quarterly meetings and determine interest in participating in meetings.
- Convene a Professional Development Committee of AJC Partners
  - a. Implement Professional Development Opportunities for AJC Partners and Stakeholders
  - b. Work with Chesapeake College to provide Continuing Education Units as documentation of Professional Development Opportunities
- Convene AJC Partners and Stakeholders to discuss lessons learned from Covid-19 service delivery.
  - a. Create a report for the USWIB on lessons learned from Covid-19 AJC service delivery.
- Convene AJC business services workers for a facilitated discussion of business services.
  - a. Create a business services strategic plan based on facilitated discussion.
- Convene AJC Partners with Participant training funds to ensure that funds are being used to supplement rather than supplant.
- Convene AJC Partners and Stakeholders to create a referral process flowchart.
  - a. Include Equal Opportunity as a referral "Partner".
  - b. Include a discussion of the Maryland Workforce Exchange as a tool for the referral process.
- Evaluate the service delivery in each County relative to the AJC MOU based on information reported at the quarterly meetings.

- Attend meetings to represent the AJC partnership as needed.
  
- Gather data at quarterly meetings and report to USWIB.
  - a. Number served
  - b. Number who began employment
  - c. Skills Gain if applicable
  - d. Credential Attained if applicable
  - e. Continuing Educations Units for staff through AJC Professional Development opportunities
  
- Report to the USWIB
  - a. Monthly written report
  - b. Oral report at USWIB meetings

## **BID Packet**

Proposers must submit the following information as a bid:

1. A narrative, using the **Narrative Form** accompanying this RFP describing the proposer's experience in similar activities, and the ability to accomplish tasks and provide the deliverables in the Upper Shore Workforce Area: Caroline, Kent Dorchester, Queen Anne's, and Talbot Counties in Maryland. The narrative must include:  
A **resume** for the person who will perform the One Stop Operator duties  
A **resume** for the person who will be the backup for the person performing the One Stop Operator duties
2. A cost proposal using the **One Stop Operator Budget Form** accompanying this RFP.
3. Attachment A, **Conflict of Interest and Ethics Statement**
4. Attachment B, **Bid Form**
5. Attachment C, **Bid Affidavit**, and
6. **Proof of Insurance** (letter) as described in Attachment D.  
Acceptable: Proof may be represented by a letter from an insurance provider indicating that a policy will be in place for the One Stop Operator Entity (including the person/entity/backup or its substitute) upon contract award.
7. Three (3) **references** who can attest to the capabilities of the proposer with similar projects.

The USWIB may interview individuals and/or entities before making the selection of the award. Applicants must be able to deliver the One Stop Operator services within the five-county area of Kent, Queen Anne's, Caroline, Dorchester, and Talbot Counties. The proposer must discuss the availability of a back-up person to perform the tasks and deliverables on a temporary basis, should there be a schedule or health conflict regarding availability.

### **Expectations of the USWIB**

- Schedule, facilitate, and report on quarterly meetings
- Oversee and evaluate the performance of the One Stop Operator based upon the tasks and the deliverables as depicted in this document.
- Approve and submit requisition for payment of One Stop Operator in a timely manner as agreed upon in the contract.
- Assist the One Stop Operator in obtaining any available information as necessary to complete the duties promptly under this RFP.
- Discuss with the One Stop Operator any problems that develop so that a quick resolution of any difficulties can be implemented.

### **Expectations of the Proposal Organization**

- Perform One Stop Operator tasks and deliverables as depicted in the Scope of Work.
- Submit a monthly invoice using an agreed upon format for services rendered by the 10<sup>th</sup> day of the month.
- The One-Stop Operator will submit a written and verbal report on work accomplished and challenges encountered, based upon the requirements defined by the USWIB
- The proposer must discuss the availability of a back-up person to perform the tasks and deliverables on a temporary basis, should there be a schedule or health conflict regarding availability.

## **CRITERIA FOR EVALUATION OF PROPOSALS AND AWARD OF CONTRACT**

The final award of contract will be based on the following selection criteria. Each proposal will be assigned a point value based on the proposed approach to 1) Cost per year for the period July 1, 2021 – June 30, 2022, 2) the proposer's information provided in the Narrative Form and, 3) the proposer's references 4) if the USWIB chooses to interview a proposer(s), the interview will be factored into the award decision at the discretion of the USWIB.

<b>Criteria</b>	<b>Points</b>
Understanding of contract requirements and ability to satisfy the desired characteristics	35 Points
Administrative, management and staffing	15 Points
Firm reputation, qualifications, experience, and references	15 Points
Annual Contract Cost	35 Points
Total	100 Points

## **EVALUATION OF PROPOSALS**

The evaluation of proposals will be done in accordance with the procedure provided below, with the primary intent to determine the proposer who has submitted a responsible proposal, which is fully responsive to the project requirements and is, in the USWIB opinion, the most advantageous to the USWIB. Proposals will be evaluated on the basis of the criteria established above. All judgments made will be in the best interest of the USWIB.

1. The USWIB may make such investigations as are deemed necessary to determine the ability of a proposer to perform the work as specified herein.
2. The USWIB reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Proposers shall furnish the USWIB all such information and data necessary for the USWIB to determine if the proposal is responsible and responsive to the USWIB's requirements as stated herein.
3. A USWIB evaluation team will utilize information submitted to evaluate proposals. It is the intent of USWIB to select a proposer based upon the criteria for evaluation, as judged to be the most responsive and most qualified proposer for this project.

## **FINAL AWARD OR REJECTION OF PROPOSAL**

The contract will be awarded to the most responsive and responsible proposer(s) complying with all provisions and requirements as specified in this RFP and in accordance with the above listed criteria for evaluation. The award will be made subject to the availability of public funds for this project, if appropriate, and only if it is in the best interest of the USWIB to make the award. The USWIB also reserves the right to reject any proposal if evidence submitted by or investigation of such a proposer fails to satisfy the USWIB that the proposer is properly qualified to carry out the obligations of the contract therein. Conditional proposals will not be accepted. The USWIB reserves the right to reject

any or all proposals whenever it is in the best interest of the USWIB to do so, and to waive any formalities, informalities, or technicalities as are deemed appropriate.

### **DISPUTE RESOLUTION FOR AWARD OF CONTRACT**

The President of the USWIB will adjudicate any disputes relating to the award of this contract. The President of the USWIB will determine if the proposals were evaluated in accordance with the Criteria for Evaluation of Proposals. Based on that investigation the USWIB President will make a final decision on the merits of the dispute. The decision of the USWIB President is final.

### **OWNERSHIP OF RECORDS**

All reports and data prepared under a contract issued pursuant to this RFP shall become the property of the Upper Shore Workforce Investment Board.

### **CHANGE OF SCOPE**

The USWIB maintains the right to delete or insert tasks in the Scope of Work with appropriate changes in cost.

### **TERMINATION**

The USWIB will make an award for a contract from Upper Shore Workforce Innovation and Opportunity Act funds, July 1, 2021 through June 30, 2022. The USWIB will notify the One Stop Operator on or before April 2, 2022 if funding is not available for the period July 1, 2022 – June 30, 2023. The award is contingent upon the receipt of those federal funds. If the USWIB does not, in its opinion, receive an adequate level of funding, the USWIB may terminate the award.

### **OPTION TO EXTEND THE CONTRACT AND AWARD**

The USWIB may negotiate with the winning bidder for an extension of the award the period: July 1, 2023 – June 30, 2024. If the USWIB and the One Stop Operator agree to an additional year, July 1, 2023 – June 30, 2024, funding will be included in the option year discussion. The award is contingent upon the receipt of federal funds for Title I of the Workforce Innovation and Opportunity Act. If the USWIB does not, in its opinion, receive an adequate level of funding, the USWIB may terminate the award.

### **PROPOSAL SUBMISSIONS**

Proposal must be submitted by Email and must be received no later than 2 PM Eastern Daylight Time, April 6, 2021.

Proposals are to be Emailed to Daniel P. McDermott, Sr at:

[dmcdermott@chesapeake.edu](mailto:dmcdermott@chesapeake.edu)

The Subject Line Must Be: One Stop Operator RFP Response

Faxed or printed proposals are not permissible and will not be evaluated.

## **TIMETABLE FOR REVIEW OF PROPOSALS**

ACTION	DUE DATE
Public advertisement of Request for Proposal.	March 12, 2021
Pre-Bid meeting: Email <a href="mailto:dmcdermott@chesapeake.edu">dmcdermott@chesapeake.edu</a> by 10 AM March 22, 2021 for an invitation to the Zoom Meeting	March 22, 2021 Via Zoom 2 pm EDST
Proposals due from proposers by email Proposals must include the subject line: One Stop Operator RFP Response Email address: <a href="mailto:dmcdermott@chesapeake.edu">dmcdermott@chesapeake.edu</a>	April 6, 2021 2:00 PM EDST
Start of Contract	July 1, 2021

### **PROCEDURES FOR QUESTIONS REGARDING THE PROPOSAL**

Questions may be emailed to [dmcdermott@chesapeake.edu](mailto:dmcdermott@chesapeake.edu) no later than 3:00 pm EST, March 19, 2021. Responses to questions will be posted on the Facebook page: Upper Shore Job Centers - Caroline, Dorchester, Kent, Queen Anne's & Talbot, will be emailed to pre-bid meeting attendees, and may be requested by email: [dmcdermott@chesapeake.edu](mailto:dmcdermott@chesapeake.edu)

### **CONFLICT OF INTEREST STATEMENT**

In compliance with the Public Ethics Law contained in the Maryland Annotated Code, Article 40A, acquisitions from a business in which an employee has an interest are prohibited. Interest is deemed present if an employee, and/or the spouse or minor children owns a percentage of the assets of the business. A copy of the Conflict-of-Interest Statement is included as Attachment A and must be completed and returned with the proposal.

## **LATE PROPOSALS**

It is the proposer's responsibility to ensure that the bid is received. Proposals received after 2 pm EDT April 6, 2021 will not be evaluated.

## **ERRORS IN PROPOSALS**

The right to contact any or all proposers to verify information included in the proposal and to clarify any questions regarding the information submitted in the proposal to ascertain whether the proposal(s) received is responsive to the proposal requirements and that the proposer is responsible.

Proposers are responsible for the accuracy of all information provided in their proposal, which includes but is not limited to prices quotes. In the event of a discrepancy between the unit price and its extension or a unit price and a total price, the unit price will govern.

## **DISQUALIFICATION OF PROPOSERS**

The following causes will be considered sufficient to automatically disqualify any proposer, and proposals from disqualified proposers will not be given further consideration. Moreover, this list does not preclude elimination of a proposer from further consideration for other reasons as outlined herein or as determined to be reasonable, appropriate and/or necessary and in its best interest.

1. Collusion among or between proposers.
2. Unbalanced proposals, that is, proposals in which the prices quoted for some items are out of proportion to those quoted for other items.
3. Lack of responsibility on the part of the proposer.
4. Financially weak/unstable proposers.

## **BID PACKET**

Proposers must submit the following information as a bid:

1. A narrative, using the **Narrative Form** accompanying this RFP describing the proposer's experience in similar activities and the ability to accomplish tasks and provide the deliverables in the Upper Shore Workforce Area: Caroline, Kent Dorchester, Queen Anne's, and Talbot Counties in Maryland. Included in the Narrative:
  - A **resume** for the person who will be performing the One Stop Operator duties.
  - A **resume** for the person who will be the backup for the person who will be performing the One Stop Operator duties.

The Narrative must be a maximum of five pages. The resumes do not count in the five page maximum.

2. A **cost proposal** using the **One Stop Operator Budget Form** accompanying this RFP.
3. Attachment A, **Conflict of Interest and Ethics Statement**
4. Attachment B, **Bid Form**
5. Attachment C, **Bid Affidavit**, and
6. **Proof of Insurance** (letter) as described in Attachment D.  
Acceptable: Proof may be represented by a letter from an insurance provider indicating that a policy will be in place for the One Stop Operator Entity (including the person/entity/backup or its substitute) upon its award. Proof of insurance must be in place on or before July 1, 2021 for the winning proposer. Proposers must sign and date Attachment D.
7. Three (3) **references** who can attest to the capabilities of the proposer with similar projects.

The USWIB may interview individuals and/or entities before making the selection of the award. Applicants must be able to deliver the One Stop Operator services within the five-county area of Kent, Queen Anne's, Caroline, Dorchester, and Talbot County.

**Conflict of Interest Statement: (Attachment A)**

In compliance with Public Ethics Law contained in the Maryland Annotated Code, Article 40A, acquisitions from a business in which an employee has an interest are prohibited. Interest is deemed present if an employee and/or his/her spouse or minor children's own assets in a business. The Conflict-of-Interest Statement is included as Attachment A and must be completed and returned with the proposal.

**Ethics Statement: (included in Attachment A)**

In compliance with Public Ethics Law contained in the Maryland Annotated Code, Article 40A, it is illegal for any officer or employee of an agency conducting the procurement to solicit or obtain any proprietary or source selection information regarding the procurement prior to the award of a contract.

**Bid Affidavit: (Attachment C)**

All bid proposals must include a signed bid affidavit included below.

**Insurance Certification: (Attachment D)**

The following information is requested in order to determine whether a proposed proposer is capable of providing the services specified under the Statement of Requirements: **Proof of insurance:** Proposers will supply a letter from their insurance company, or a copy(s) of current (up to date) certificate(s) of insurance which includes the policy number, the name(s) of the insurance company(s) and insurance agent(s), effective date(s) and coverage amounts and details as specified, including coverage of any backup person as described in the statement requirements, valid on or before July 1, 2019. Proposer shall procure and maintain throughout the term of the contract policies of insurance from a carrier with an A.M. Best rating of "A-" or better.

**Statement of Requirements**

1. Terms of Contract:
  - a) July 1, 2021 – June 30, 2023
  - b) Either party may terminate the contract, without cause, with 30 days written notice.
  - c) The contract may be terminated immediately if the USWIB determines the proposer has become financially unstable or if a serious interruption of provided services occurs.
  - d) The contract may be extended for a second year by mutual agreement of the USWIB and the proposer.
2. Indemnity, Liability, Insurance and Employee Bonds
  - a) The proposer shall be required to indemnify the Upper Shore Workforce Investment Board for any damage to property caused by or arising out of or in connection with any act or omission of the proposer, its employees, servants, agents or proposers or proposer's occupancy or use of any property or the performance of the contract, or anything, matter or condition of the contract to be performed or observed by the proposer.

- b) The proposer shall be required to defend, indemnify and save the Upper Shore Workforce Investment Board harmless from and against any and all claims, actions, demands, damages, liability and expenses (including counsel fees) for injury to the property of others and injury or death of persons, which is caused by or arises out of or in connection with proposer occupancy or use of any property or the performance of the contract, or anything, matter or condition of the contract to be performed or observed by the proposer(s), against employees or the contract or arising out of breach by the proposer of any term, or condition of the contract to be performed or observed by the proposer.
- c) Proposer shall, at its expense, maintain insurance with companies who are reasonably acceptable as stipulated below:
- Workers compensation insurance as required by law. Statutory worker's compensation benefits. Employers' Liability limits of \$500,000 / \$500,000 / \$500,000. Waiver of Subrogation in favor of the Upper Shore Workforce Investment Board. 30 days written notice must be given by certified mail of reduction in coverage, cancellation, or non-renewal.
  - Commercial General Liability insurance with minimum limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate. Policy is to contain the broad form commercial general liability endorsement or its equivalent.
  - There shall be no exclusion endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, completed operations, contractual liability, residential construction work or work performed by proposers.
  - General Aggregate limit is to apply per project/location; Waiver of subrogation in favor of the Upper Shore Workforce Investment Board. The Upper Shore Workforce Investment Board named as additional insured including premises/operations and completed operations.  
– ISO endorsements: CG 20 10 07 04 and CG 20 37 07 04 are acceptable (or their equivalent). Coverage is to be primary and non-contributory in favor of additional insured. 30 days written notice must be given by certified mail of reduction in coverage, cancellation, or non-renewal.
  - Motor Vehicle Liability insurance with minimum limits of \$1,000,000 Combined Single Limits. 30 days written notice must be given by certified mail of reduction in coverage, cancellation, or non-renewal.
  - Umbrella Limit of \$1,000,000 per Occurrence / \$1,000,000 Aggregate. 30 days written notice must be given to the Upper Shore Workforce Investment Board by certified mail of reduction in coverage, cancellation, or non-renewal. Policy term to be concurrent with

Commercial General Liability and Automobile Liability. Umbrella coverage must include as insured all entities that are additional insured on the Commercial General Liability.

- All insurance for liability protection, bodily injury or property damage shall include and specifically name the Upper Shore Workforce Investment Board as an additional insured with respect to all operations under the contract and premises occupied by the Operator provided, however, with respect to the Operator's liability for bodily injury or property damage under 1.11.3.1 - 1.11.3.3 above, such insurance shall cover, and not exclude, Proposer's liability for injury to the property and to the persons or property of the employees, students, visitors, faculty members, agents, officers, trustees, or guests. Policies shall contain covenants requiring thirty (30) days written notice to Upper Shore Workforce Investment Board by certified mail before cancellation, reduction, or other modification of coverage.
- d) The winning proposer will furnish the USWIB with a certificate of insurance evidencing the requirements listed prior to July 1, 2021 at contract implementation

## **BID PACKET**

Proposers must submit the following information as a bid:

- A narrative, using the **Narrative Form** accompanying this RFP describing the proposer's experience in similar activities and the ability to accomplish tasks and provide the deliverables in the Upper Shore Workforce Area: Caroline, Kent Dorchester, Queen Anne's, and Talbot Counties in Maryland.
- A **resume** for the person who will be performing the One Stop Operator duties.
- A **resume** for the person who will be the backup for the person who will be performing the One Stop Operator duties.
- Three (3) **references** who can attest to the capabilities of the proposer with similar projects.
- A **cost proposal** using the **One Stop Operator Budget Form** accompanying this RFP.
- Attachment A, **Conflict of Interest and Ethics Statement**
- Attachment B, **Bid Form**
- Attachment C, **Bid Affidavit**, and
- **Proof of Insurance** (letter) as described in Attachment D.
- Acceptable: Proof may be represented by a letter from an insurance provider indicating that a policy will be in place for the One Stop Operator Entity (including the person/entity/backup or its substitute) upon its award. Proof of insurance must be in place on or before July 1, 2021 for the winning proposer. Proposers must sign and date Attachment D.
- Three (3) **references** who can attest to the capabilities of the proposer with similar projects.

## **Narrative Form: Maximum of Five Pages**

*Please provide a response to the bold, italicized sections below*

Bullet points are the tasks and deliverables from the "Tasks and Deliverables" section of this RFP.

- Create and implement a communication tool to provide information and opportunities to AJC Partners and Stakeholders

***Describe the communication tool that will be used to inform American Job Center Partners and Stakeholders about meetings, general information, notification of events and other information.***

- Convene an American Job Center (AJC) Partner meeting in each County quarterly.

***Give an example of experience in convening a meeting with 20 or more invitees.***

***Provide a sample agenda for an American Job Center Partner meeting based on the "Tasks and Deliverables".***

***Give an example of experience in gathering data from 5 or more people, entities, agencies, or companies.***

***Give an example of experience in creating and agenda, facilitating a meeting, and creating meeting minutes.***

***Give an example of experience in resolving an attendance issue for a participant in a project that you implemented.***

- Convene a Professional Development Committee of AJC Partners

***Give an example of a Professional Development opportunity that you identified.***

***Give an example of a Professional Development opportunity that you implemented.***

- Convene AJC Partners and Stakeholders to discuss lessons learned from Covid-19 service delivery.
- Convene AJC business services workers for a facilitated discussion of business services.
- Convene AJC Partners with Participant training funds to ensure that funds are being used to supplement rather than supplant.
- Convene AJC Partners and Stakeholders to create a referral process flowchart. Include Equal Opportunity as a referral "Partner". Include a discussion of the Maryland Workforce Exchange as a tool for the referral process.

***Give an example of a discussion that you facilitated that resulted in a plan and report.***

- Evaluate the service delivery in each County relative to the AJC MOU based on information reported at the quarterly meetings.

***Provide bullet points for the monitoring process that you would use to determine if Partners are adhering to the commitments in the American Job Center Memorandum of Understanding***

- Gather data at quarterly meetings and report to USWIB.
- Number served.
- Number who began employment
- Skills Gain if applicable.
- Credential Attained if applicable.

***Provide a statement that you and/or back -up will be available to attend meetings to represent the AJC Partnership if needed.***

***Provide bullet points for topics that you will report to the USWIB based on the "Tasks and Deliverables" section of this document.***

***Provide an example of an oral presentation that you made to a group.***

- a. Who was the group?***
- b. What was the topic of the presentation?***
- c. How long was the presentation in minutes?***
- d. Did you use any tools such as PowerPoint in the presentation?***

Resumes:

The resumes of the primary One Stop Operator and back-up One Stop Operator do not count toward the 5-page Narrative Maximum.

***Include the Resume of the primary One Stop Operator***  
***Include the Resume of the back-up One Stop Operator***

References: References do not count toward the 5-page Narrative Maximum.

***Provide the name, contact information, and relationship/project/report for three people who are familiar with similar work that you have performed. References may not include staff of or members of the USWIB.***

## One Stop Operator Budget Form

<b>One Stop Operator Budget Form</b>	<b>Year 1: \$42,058</b>
	<b>Estimated Cost</b>
<b>Activity</b>	<b>July 1, 2021 – June 30, 2022</b>
Facilitating Meetings	
Facilitating Events	
Creating Reports	
Reporting to USWIB	
<b>Total Estimated Cost:</b> July 1, 2021 – June 30, 2022	

**CONFLICT OF INTEREST STATEMENT (Attachment A)**

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and as of this date are also not employed by the USWIB.

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

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**ETHICS STATEMENT (Also Attachment A)**

In compliance with the Public Ethics Law, et al., contained in the Maryland Annotated Code, Section 15-508, I hereby affirm that no employee of or representative for our company assisted the USWIB in the drafting of specifications, Invitation for Proposal, or a Request for Proposal for this procurement, nor did any employee of or representative for our company assist or represent another person, directly or indirectly, who is submitting a Proposal or Proposals for this procurement.

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**BID FORM (Attachment B)**

**USWIB One-Stop Operator**

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**Upper Shore Workforce Investment Board**

**P.O. Box 8**

**Wye Mills, Maryland**

The undersigned proposes to furnish all labor, materials, equipment, and services necessary to complete the above-named project for the Upper Shore Workforce Investment Board, Wye Mills, Maryland.

**Firm Name** \_\_\_\_\_

*The undersigned, having examined the bidding requirements, contract conditions, as well as all pertinent specifications as prepared by the Upper Shore Workforce Investment Board and having received clarification of all items of conflict or questions, submits a per-annum rate.*

**\$\_\_\_\_\_ is the proposed cost-per-annum (rate).**

**Firm Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Signature** \_\_\_\_\_

\_\_\_\_\_  
**Title/Printed Signature**

**BID/PROPOSAL AFFIDAVIT (Attachment C)**

NAME OF PROJECT: \_\_\_\_\_

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY CONDITIONS**

I FURTHER AFFIRM THAT:

Neither I, nor 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, director, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 7, Section 641 of the 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 persons(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary): \_\_\_\_\_

**C. AFFIRMATION REGARDING OTHER CONVICTION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, director, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies has:

- 1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification, or destruction of records, or receiving stolen property;
- 2) Been convicted of any criminal violation of a state or federal 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 arising out of the submission of bids or proposals for a public or private contract;
- 4) Been convicted of a violation of the State Minority Business Enterprise Law,
- 5) Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- 6) Been found civilly liable under a state or federal antitrust for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

- 7) 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 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 names(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment) (use attachment as necessary):

#### D. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the names(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 fronds of the debarment or suspension) (use attachments as necessary):

#### E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

##### I FURTHER AFFIRM THAT:

- (1) The business was not established, and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to section Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, of affiliate of a suspended or debarred business,
- except as follows (you must indicate the reasons why the affirmations cannot be given without qualification)  
(use attachments as necessary).

#### F. SUB-CONTRACT AFFIRMATION

##### I FURTHER AFFIRM THAT:

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

#### G. AFFIRMATION REGARDING COLLUSION

##### I FURTHER AFFIRM THAT:

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

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

restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### H. FINANCIAL DISCLOSURE AFFIRMATION

##### I FURTHER AFFIRM THAT:

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

#### I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

##### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall, file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### J. DRUG AND ALCOHOL FREE WORKPLACE

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

##### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract:
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions:
  - (c) Prohibit its employees from working under the influence of drugs or alcohol:
  - (d) Not hire or assign to work on the contract anyone whom the business knows. Or in the exercise of due diligence should know, currently abuses drugs or alcohol, and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program:
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred:

- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
  - (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The business' policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J (2)(b), above:
- (h) Notify its employees in the statement required by J (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 J (2)(h)(ii), above, or otherwise receiving actual notice of a conviction:
- (j) Within 30 days after receiving notice under J (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 J (2) (a)-(j) above.

(3) If the business is an individual, the individual shall certify and agree as set forth in J (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:

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

(6) 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

(7) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

#### K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due to the State of Maryland and had filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security

Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.

2) The business named above is a \_\_\_\_\_ sole proprietorship, \_\_\_\_\_ partnership, or \_\_\_\_\_ corporation formed under the laws of the State of Maryland

(3) (For entities not formed under the laws of Maryland,) I further affirm that the business named above is registered in accordance with the Corporation and Associations Article, annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent filed with the State Department of assessments and Taxation is:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. 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 the accompanying bid or 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) the Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: \_\_\_\_\_ EIN or Last 4 of Social Security# \_\_\_\_\_

By: \_\_\_\_\_ Solicitation name \_\_\_\_\_  
(Authorized Representative and Affiant)

## **Insurance Requirements (Attachment D)**

Proposer shall procure and maintain throughout the term of the contract policies of insurance from a carrier with an A.M. Best rating of "A-" or better. Proposers shall furnish the Upper Shore Workforce Investment Board with a Certificate of Insurance, valid on or before July 1, 2019, prior to commencing work to include coverage and minimum limits as follows:

### **Commercial General Liability**

Form: Commercial General Liability including premises, ongoing & completed operations, personal injury & contractual liability.

Minimum Limits: \$1,000,000 per occurrence / \$2,000,000 aggregate

Endorsements: General aggregate applies per project/location  
Waiver of subrogation in favor of the Upper Shore Workforce Investment Board.  
The Upper Shore Workforce Investment Board named as additional insured including premises/operations and completed operations – ISO endorsements CG 20 10 07 04 and CG 20 37 07 04 are acceptable (or their equivalent).  
Coverage to be primary and non-contributory in favor of additional insured.  
30 days written notice by certified mail of reduction in coverage, cancellation, or non-renewal in favor of the Upper Shore Workforce Investment Board

*There shall be no exclusion endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, completed operations, contractual liability, residential construction work or work performed by proposers.*

### **Automobile Liability**

Form: Commercial Automobile Liability providing liability coverage for owned, non-owned or hired automobiles

Minimum Limits: \$1,000,000 combined limit

Endorsements: 30 days written notice by certified mail of reduction in coverage, cancellation, or non-renewal in favor of the Upper Shore Workforce Investment Board

### **Worker's Compensation & Employers' Liability**

Form: Standard Policy naming Maryland as a covered State

Minimum Limits: Statutory worker's compensation benefits  
Employers' Liability limits of \$500,000 / \$500,000 / \$500,000

Endorsements: Waiver of Subrogation in favor of the Upper Shore Workforce Investment Board  
30 days written notice by certified mail of reduction in coverage, cancellation, or non-renewal in favor of the Upper Shore Workforce Investment Board  
Where applicable, U.S. Longshore & Harborworkers Compensation Act endorsement

**Insurance Requirements, cont.**

**Umbrella**

Form: Umbrella  
Minimum Limits: \$1,000,000 per occurrence / \$1,000,000 Aggregate  
Endorsements: 30 days written notice by certified mail of reduction in coverage, cancellation, or non-renewal in favor of the Upper Shore Workforce Investment Board

Other: Policy term to be concurrent with Commercial General Liability Policy and Automobile Liability Policy. Umbrella coverage must include as insured all entities that are additional insured on the Commercial General Liability (CGL)

Insurance Requirement will be met on or before June 30, 2021 for a contract beginning July 1, 2021.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (ATTACHMENT E)**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.