CHESAPEAKE COLLEGE
AND
UPPER SHORE WORKFORCE INVESTMENT BOARD

1000 COLLEGE DRIVE
RT 50 & RT 213
P O BOX 8
WYE MILLS, MD21679

REQUEST FOR PROPOSAL

PARTICIPANT AND STAFF CONTRACTUAL TEMPORARY SERVICES
WYE MILLS CAMPUS
October 20, 2026

Submit Sealed Competitive Proposals to:
creid@chesapeake.edu
Proposal Due Date: November 30, 2026

UPPER SHORE WORKFORCE INVESTMENT BOARD
AND
CHESAPEAKE COLLEGE

REQUEST FOR PROPOSAL
PARTICIPANT AND STAFF CONTRACTUAL TEMPORARY SERVICES

The Upper Shore Workforce Investment Board (USWIB) and Chesapeake College are requesting proposals from temporary services companies to provide temporary contractual services for Participant and Staff Contractual Temporary Services. RFP proposals must be emailed to creid@chesapeake.edu and must include Temporary Services RFP Response as the subject line. Proposals must be received by 2:30 PM Eastern Daylight Time November 30, 2026**.** Proposals received after that date and time cannot be accepted and will not be evaluated. Any proposal may be withdrawn prior to the proposal opening date and time, however; all proposals are considered final after the proposal opening date. Proposals may not be withdrawn, modified, or canceled for a period of 120 days after the time and date designated for receipt of proposals. Request for Proposal information can be found at the link below. https://www.chesapeake.edu/about/procurement.

Any questions related to the proposal specifications or the proposal process may be directed to creid@chesapeake.edu
Cut off for questions is November 11, 2026 at 3:00 PM.

Chesapeake College and the Upper Shore Workforce Investment Board reserves the right to reject any or all proposals and to waive any formalities, informalities or technicalities at any time prior to or after the proposal receipt date, as it deems necessary as appropriate, and in the College's best interest. The College/USWIB reserves the right to negotiate a second and/or third year of services commencing on January 1, 2028 and terminating on December 31, 2028, and/or January 1, 2029 and terminating on December 31, 2029.

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INTRODUCTION

The Upper Shore Workforce Investment Board and Chesapeake College (College/USWIB) are seeking proposals from contractors to perform onboarding services, payroll services and employer of record services for Participants in Earn and Learn activities and Contractual Staff. The Earn and Learn Participants and the Contractual Staff will be selected by the USWIB staff and referred to the contractor for services.

The College/USWIB is requesting that the selected temporary service firm work with the College/USWIB staff to assist in onboarding, payroll and employer of record services for Participants in Earn and Learn placements. This would require having the required payroll forms assembled into packages for Participants to complete at outreach meetings, and if requested by College/USWIB staff, the contractor will attend the meetings to assist in enrollment.

This contract includes issuing and mailing paychecks to Earn and Learn Participants engaged in activities during the months of July and August. There will be up to 50 Earn and Learn Participants selected by College/USWIB Staff during the summer for a period of up to six weeks. There will be 5 -10 contractual employees selected by College/USWIB staff throughout the Calendar Year, January 1 – December 31. The contractor is responsible for all payroll taxes, (collecting and depositing with Federal and State agencies), worker's compensation insurance coverage, work permits for the youth if needed, unemployment compensation for these contractual workers, and issuing W2s.

Time sheets will be submitted either online, Email, or via fax by College/USWIB staff each week by a predetermined time.

Participants, who are enrolled in USWIB funded programs may be selected and referred for contractor services throughout the Calendar Year. The selected Participants will be at least 14 years of age, and there is no maximum age. It is anticipated that 25 Earn and Learn Participants will be served throughout the Calendar Year.

The College/USWIB is including services for onboarding, all payroll related functions and employer of record functions for 10 or fewer year round staff in this proposal. This function may continue through December 31, 2027. Timesheet submission will be negotiated with the contractor.

The College/USWIB is an equal opportunity, affirmative action and ADA employer and as such, the successful contractor must ensure that the contract is carried out in accordance with all applicable Federal, State, and Local laws.

TENTATIVE TIME FRAME FOR PROCESS OF CONTRACTOR SELECTION, CONTRACT AWARD AND INITIATION

Dates currently established for the proposal process, selection of contractor, contract award and contract initiation are stated below:

October 20, 2026 RFP Notice placed on EMMA and college procurement page

November 10, 2026 Pre-bid Conference via Zoom 11:00 AM (Interested parties should contact Christy Reid at creid@chesapeake.edu to register.

November 11, 2026 Cut-off for questions: November 11, 2026 3:00 PM

November 13, 2026 Questions and college responses posted to college procurement page on or before 3:00 PM

November 30, 2026 Due date for proposals. All proposals are due by 2:30 P.M. via email to creid@chesapeake.edu. Only email proposals will be accepted.

January 1, 2027 Anticipated Contract Start Date

CHANGES TO THE PROPOSAL SPECIFICATIONS

The College/USWIB reserves the right to change the contents of the Request for Proposal (RFP) where necessary for the proper fulfillment of the intentions of the RFP.

INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Should any contractor find discrepancies or omissions in this RFP or be in doubt as to the meaning of any aspect of this document, please address these inquires during the pre-bid on November 10, 2026 via Zoom at 11:00 AM. Clarifications of the RFP will be posted on the college procurement page. It is the responsibility of the prospective bidder to check that page for meeting minutes, addenda or Q&A.
The College/USWIB also reserves the right to waive any formalities, informalities or technicalities of proposals, at any time prior to or after the date for receipt of proposals as it deems appropriate and in its best interest.

LATE PROPOSALS

It is the contractors' responsibility to ensure that their proposals are received via email to creid@chesapeake.edu, the Procurement and Accounting Specialist, no later than the date and time specified in this RFP. Late proposals will not be considered.

ERRORS IN PROPOSALS

Contractors are responsible for the accuracy of their proposals. Proposals may be amended or withdrawn by the contractor up to the date and time designated for receipt of proposals. After that time, in the event of an error, proposals may not be amended.

The College/USWIB does, however, reserve the right to contact any or all contractors to verify information included in the proposals and to clarify any questions regarding the information submitted in the proposals, in order to ascertain whether the proposals received are both responsive and responsible. Finally, the College/USWIB also reserves the right to waive any formalities, informalities or technicalities as are deemed appropriate, necessary and in the College/USWIB's best interest.

Specific to cost proposals, in the event of a discrepancy between a unit price and its extension, the unit price will govern.

SCOPE OF WORK

The Upper Shore Workforce Investment Board and Chesapeake College are seeking proposals from companies to perform contractual temporary services for Earn and Learn Participants and Contractual Staff.

There may be up to 50 Earn and Learn Participant contractual employees during the summer for a period of up to six weeks. There may be 5 -10 Contractual employees throughout the Calendar Year, January 1 – December 31. There may be 25 Earn and Learn Participants throughout the Calendar Year. The selected contractor is responsible for all payroll taxes, (collecting and depositing with Federal and State agencies), workers compensation insurance coverage, work permits for the youth, unemployment compensation for these contractual workers and issuing W2s. Numbers may increase or decrease depending on funding. The USWIB and College Staff will work with the selected contractor to provide timely notification of increases or decreases in numbers. The USWIB is seeking a firm to enter into an agreement that will process all employer of record related functions for Participants in Earn and Learn activities and Contractual Staff. This contract also includes issuing and mailing paychecks to up to 50 youth contractual employees for a period of up to six weeks during the summer months (July-August). The contractor is responsible for all payroll taxes, (collecting and depositing with Federal and State agencies), workers compensation insurance coverage, work

permits for the youth, unemployment compensation for these contractual workers, issuing W2s, and providing background checks for contractual employees. Time sheets will be submitted either online or via email College/USWIB Staff each week by a predetermined time.

Participants may be served throughout the year in WIOA Title I Earn and Learn positions. These Participants will be selected by College/USWIB staff (in the age range of 14 years old with no upper age limit) and may be placed in paid internships and/or subsidized employment in the public or private sector.

The College/USWIB staff is including services for processing all payroll related functions for 5-10 or fewer Contractual Staff in this proposal. This function will continue through December 31, 2027. Timesheet submission processing will be negotiated with the temporary service contractor.

College/USWIB staff may request supporting documentation, including, but not limited to, lists of contractual employees and documentation of wages paid to WIOA Title I Earn and Learn participants.

CRITERIA FOR EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The final award of contract will be based on a number of selection criteria. Each proposal will be assigned a point value based on the contractor's proposed approach and the contractor's overall qualifications and ability to perform the contract as specified herein and the contractors proposed services and cost. Each of the criteria will be assigned a weighted point value and the contract will be awarded on the basis of the contractor who has obtained the highest total score.

1.	Hourly Wage Markup	60 points
2.	Description of Contractor’s Onboarding Process	10 points
3.	Contractor’s Experience in contractual temporary personnel services for contracts of this size	10 points
4.	Contractor's Overall Qualifications	10 points
5.	Contractor’s ability to make in-person visits to worksites	10 points

EVALUATION OF CONTRACTOR'S PROPOSAL

The evaluation of proposals will be done in accordance with the procedure provided below, with the primary intent to determine the contractor who has submitted a responsible proposal, which is fully responsive to the College/USWIB’s requirements

and is, in the College/USWIB's opinion, the most advantageous to the College/USWIB. Proposals will be evaluated on the basis of the criteria established above. All judgments made will be in the best interest of the College/USWIB.

1.0 The College/USWIB will initially evaluate the written proposals to determine which proposal(s) is/are responsive to the College/USWIB requirements.

2.0 Based upon the evaluation of written proposals, the College/USWIB will identify the firm which is the best qualified for this contract.

3.0 The final recommendation for award of contract will be based upon a comprehensive review and summary of all components of the evaluation process.

4.0 The College/USWIB reserves the right to request alternate deletions or additions to contractors' proposals if for economic or other reasons it is deemed to be in the college's best interest. The College/USWIB also reserves the right to request a best and final offer from the best qualified firms(s) if, as a result of the proposal evaluation process, it is determined to be in the College/USWIB's best interest to do so.

FINAL AWARD OR REJECTION OF PROPOSAL

The contract will be awarded to the most cost responsive and responsible contractor complying with all the provisions of this RFP and the above-listed criteria. The award of contract is subject to the availability of public funds and will be made only if it is in the best interest of the College/USWIB to do so. The College/USWIB also reserves the right to reject any proposal if the evidence submitted by, or investigation of, such contractor fails to satisfy the College/USWIB that such contractor is qualified to carry out the obligations of the contract therein. As stated above, the College/USWIB reserves the right to request any additional information necessary to determine whether the contractor is, in fact, responsive and responsible. **Conditional proposals will** be considered non-responsive and subject to rejections. College/USWIB reserves the right to reject any or all proposals whenever such is in the best interest of the college. The College/USWIB reserves the right to waive any formalities, informalities or technicalities in proposals as deemed appropriate and necessary and if it is in the College/USWIB's best interest to do so.

FORMAT AND OUTLINE FOR SEALED COMPETITIVE PROPOSALS

All proposals are expected to be prepared in accordance with the format and outline listed below. Proposals not in conformance with or responsive to the stated requirements may be rejected at the discretion of college officials.

It is the responsibility of each contractor to submit the required information in an orderly manner and at a level of specificity and comprehension that is necessary to completely outline the proposed program.

Proposals must be emailed to creid@chesapeake.edu by 2:30 PM EDT November 30, 2026.

The proposal pages should be numbered in a manner suitable for convenient indexes, tables of contents or referencing. Information should be provided in the sections specified and not distributed throughout the proposal so that it is difficult to identify or analyze with regard to overall program responsiveness. The contractor should provide the required proposal information separated into the following sections:

I. Title Page;

II. Table of Contents;

III. Executive Summary and Statement of Understanding of College Requirements;

IV. Contractor's Approach to Temporary Services including a description of the onboarding process. The description must include a statement that work permits will be obtained for any and all 14-16 year old Earn and Learn Participants. This section may not exceed 5 pages.

V. Contractor's Financial Proposal on the Contractor's Price Proposal form (Page 29)

VI. Contractor's References;

VII. Signed College Affidavit

VIII. Additional Information.

SECTION I - TITLE PAGE

As a minimum, the title page shall be on company letterhead and shall include: the name of the contractor, the name and working address of the contractor's company, the name and telephone number of the primary company person to be contacted with reference to the proposal, and the date of submission.

SECTION II - TABLE OF CONTENTS

The contractor shall use the Table of Contents to identify each section, the key elements within the section and corresponding page numbers.

SECTION III - EXECUTIVE SUMMARY AND STATEMENT OF UNDERSTANDING

Contractors shall use this section to provide a summary statement of their overall understanding of the College/USWIB's requirements, and to highlight the important features of the contractors' proposed services, as they relate to the College/USWIB's Statement of Requirements provided herein. It is of prime importance that contractors use this section to qualify any special interpretations or assumptions they have made in addressing the College/USWIB's requirements, and to use this section to specifically state any known limits to responding to the College/USWIB's requirements, and identify any component(s) of the Request for Proposal to which the contractor cannot respond. The candor displayed in this section will be a factor in the selection of a successful contractor.

SECTION IV - CONTRACTOR'S APPROACH TO CONTRACTUAL TEMPORARY SERVICES

This section shall be prepared in a clear and concise manner and shall address the requirements of the RFP except as otherwise specified. The contractor must detail how their program responds to each of the requirements of the RFP. This section may not exceed five pages in length. This section must include a description of the onboarding process that the contractor will use if the contract is awarded.

SECTION V - CONTRACTOR'S FINANCIAL PROPOSAL

Proposals must include a cost proposal stating the fees associated with the list of required services provided on the attached Bid Form. The following cost information must be provided.

1.0 The **hourly wage markup** proposed. **The hourly wage markup must be expressed as a percentage.**

SECTION VI - CONTRACTOR'S REFERENCES

College/USWIB may contact references, as it deems necessary, to determine the ability of the contractor to meet all terms of the stated specifications. The contractor **must have a minimum of three (3) years of experience in contractual temporary personnel services.** The contractor must supply, as part of the proposal, a listing of no less than three (3) client references, from colleges, institutions or other businesses, for which a temporary services contract has been in effect for one (1) years for services which are identical or similar to those specified in this RFP. References should include the name

of reference, position title and the address and phone number of individual(s) who can be contacted for the reference.

The College/USWIB also reserves the right to request any other information it deems necessary to determine if the proposal is both responsive and responsible and that the contractor is fully qualified to provide services as specified. This may include, but is not limited to requesting additional information regarding the contractor's financial stability; contacting a contractor to further clarify information included in a proposal; requesting additional reference information; requesting submission of additional copies of licenses or permits to provide required services, as may be applicable to this RFP, a site visit to a facility for whom custodial services are currently being provided, etc.

SECTION VII - "BID PROPOSAL AFFIDAVIT"

The standard bid proposal affidavit form is included below. It must be signed, dated, witnessed and MUST BE SUBMITTED WITH THE BID PROPOSAL.

SECTION VIII - ADDITIONAL INFORMATION

The following information is also requested by the College/USWIB in order to determine whether a proposed contractor is capable of providing the services specified under the Statement of College Requirements:

1.0 Proof of insurance: Contractors will be required to 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 as specified

2.0 A copy of the contractors' audited/un-audited financial statements or some other documentation which can appropriately support the company's financial stability.

3.0 A copy of the contractors' standard service agreement.

4.0 A copy of the contractor’s business license.

STATEMENT OF COLLEGE REQUIREMENTS

GENERAL REQUIREMENTS

1.0 GENERAL CONDITIONS

1.1 Any explanation desired by the contractor regarding the meaning or interpretation of the Request for Proposal (RFP), etc., must be requested in writing and with sufficient time allowed for a reply to reach contractors prior to the date for submission of proposals. **The cut-off date for receipt of questions for this proposal will be the date of November 11, 2026. The** College/USWIB **reserves the right to use its best judgment in deciding whether or not to respond to contractor questions received after this date.** Interpretations made will be in the form of an addendum to the Request for Proposal, as deemed appropriate and necessary, and will be furnished to all contractors of record, who have picked up proposal documents. It is the contractors' responsibility to ensure that they have received all addenda and the contractors' receipt of addenda must be acknowledged in the space provided on the proposal form

1.2 The College/USWIB will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the RFP, the specifications or related documents.

1.3 The contract term: The contract period will begin on or January 1, 2027 and shall continue until final payroll is made on or December 31, 2027**.**

1.4 This section has been deleted for this RFP.

1.5 The contract may be terminated as follows:

1.5.1 At any time by mutual agreement of the parties;

1.5.2 By the contractor, at the end of any monthly accounting period, by not less than thirty (30) days written notice to the college of intention to terminate as of the date specified, or;

1.5.3 By the College/USWIB at any time for any of the following reasons:

1.5.3.1 Failure of the contractor to obtain and maintain in good standing any required permit or license, as may be applicable to this contract.

1.5.3.2 The cessation or diminution of service, including, but not limited to failure to maintain adequate personnel, or a change in the type of operations without prior written approval of the College/USWIB.

1.5.3.3 Failure to comply fully with the satisfaction of the college with any other term or provision of the contract within ten (10) days after notice to comply.

1.5.3.4 Determination by the College/USWIB that the procurement of the contract was influenced by any employee or agent of the college having received a gratuity, or promise thereof, in any way or form.

15.3.5 By 30 days written notice as in 1.5.2.

1.6 In the event the college terminates the contract in whole or part for any cause stated in clauses 1.5.3.1 - 1.5.3.5 above, the college may procure upon such terms and in such manner as the college may deem appropriate, supplies and services similar to those to be performed under the contract so terminated, and the contractor shall be liable to the college for the cost of such procurement and for any loss suffered by the college by reason of any excess cost for such services.

1.7 Employment Policies. The contractor shall at all times maintain a skilled and trained staff, adequate for efficient service, and shall provide a sufficient number of employees to properly perform the services under this contract.

1.7.1 Contractor will strictly adhere to all Federal, State regulations and policies during the period of the agreement.

1.7.2 Contractor agrees to assign only employees who are acceptable to the college to duty on College/USWIB premises.

1.8 It is the contractor's responsibility to comply with all applicable Federal, State and Local laws and ordinances. No requirement of this RFP shall be construed as reason for non-compliance and it is the contractor's responsibility to ensure that all legal requirements are met.

1.11 Indemnity, Liability, Insurance and Employee Bonds

1.11.1 The contractor shall be required to indemnify the College/USWIB for any damage to property of the college caused by or arising out of or in connection with any act or omission of the contractor, its employees, servants, agents or contractors or contractor's occupancy or use of any college property or the performance of the contract, or

anything, matter or condition of the contract to be performed or observed by the contractor.

1.11.2 The contractor shall be required to defend, indemnify and save the College/USWIB 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 contractor occupancy or use of any college property or the performance of the contract, or anything, matter or condition of the contract to be performed or observed by the contractor(s), against employees or the contract or arising out of breach by the contractor of any term, or condition of the contract to be performed or observed by the contractor.

1.11.3 Contractor shall, at its expense, maintain with insurance companies reasonably acceptable to the college, insurance as provided below:

1.11.3.1 Workers compensation insurance as required by law.

1.11.3.2 Commercial General Liability insurance with minimum limits of $1,000,000 per person/ $2,000,000 aggregate. Policy is to contain the broad form commercial general liability endorsement or its equivalent.

1.11.3.3 Motor Vehicle Liability insurance with minimum limits of $250,000 per person bodily injury/$500,000 per accident bodily injury/$100,000 property damage or $500,000 combined single limits.

1.11.3.4 All insurance for liability protection, bodily injury or property damage shall include and specifically name the College/USWIB 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, Contractor' liability for injury to the property of the College/USWIB and to the persons or property of the employees, students, visitors, faculty members, agents, officers, trustees, or guests of the College/USWIB. Policies shall contain covenants requiring thirty (30) days written notice to the College/USWIB before cancellation, reduction, or other modification of coverage.

1.11.3.5 Contractor will furnish the College/USWIB with a certificate of insurance evidencing the requirements listed above at contract implementation.

1.12 Disputes: Any disputes between the College/USWIB and the successful contractor will be resolved between the contractor and the College/USWIB's designated contract administrator. Pending resolution of a dispute, the contractor shall proceed diligently with the performance of the contract in accordance with the College/USWIB's contracting officer's decision.

2.0 SPECIAL CONDITIONS

2.1 The contract amount is to be based on an hourly wage markup percentage added to the employee hourly wage.

2.2 Weekly invoices detailing basis of billing are to be addressed and forwarded to the college, Attention: Ellen LaFrankie, Executive Director, Upper Shore Workforce Investment Board and/or a designee of the USWIB Executive Director.

2.3 The temp agency staff will need to be available to assist with onboarding as required by College/USWIB staff.

3.4.2 All Contractual Staff will be oriented by the contractor related to wage and hour provisions, workplace safety, and child labor provisions.

3.4.3 The contractor shall obtain criminal background checks on all Contractual Staff personnel at the start of the contract and on a yearly basis. The contractor shall inform the College/USWIB of any criminal convictions of any type for any contract personnel within five (5) days of obtaining the information.

3.10 Report/Invoicing/Billing

3.10.1 Invoices shall be submitted weekly to the USWIB Executive Director or Designee for payment.

3.11 Protection of Persons and Property

3.11.1 The contractor shall take every precaution at all times for the protection of persons and property, including College/USWIB employees and property as well as the contractor's own employees and property.

3.11.2 The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under the contract.

3.11.3 The contractor shall continuously maintain adequate protection from work damage and shall protect the College/USWIB's property from injury or loss arising in connection with this contract. The contractor shall make good any such damage, injury or loss except such as may be directly due to errors in the contract documents or caused by agents or employees of the College/USWIB.

3.11.4 In an emergency affecting the safety or life of individuals, or of the work or of adjoining property, the contractor, without special instruction or authorization from the college shall be permitted to act, at its discretion to prevent such threatened loss or injury. Also, should the contractor in order to prevent threatened loss or injury, be instructed or authorized to act by the college he/she shall so act without appeal.

3.12 Safety

The contractor shall maintain an adequate safety program to insure the safety of contractor employees and all other individuals working under this contract. The Maryland Occupation Safety Health Act (MOSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the MOSHA standards. In addition, the contractor must also provide the College/USWIB with a written safety program that he/she intends to follow in pursuing work under this contract. NO work under this contract will be permitted until the College/USWIB is assured that the contractor has an adequate safety program in effect.

3.13 Subcontracts

No portion of the work shall be subcontracted without prior written consent of the College/USWIB. In the event that the contractor desires to subcontract some part of the work specified herein the contractor shall furnish the College/USWIB the names, qualification and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by a subcontractor(s) and shall assure compliance with all requirements of the contract.

3.14 Supervision by Contractor

The contractor shall be responsible for all work, means, methods, techniques and procedures and for coordinating all portions of the work under the contract except where otherwise specified in the contract documents. The contractor shall, at all times, enforce strict discipline and good order among the workers, and shall not employ any unfit person or anyone not skilled in

their work. Contractor shall provide on-site supervisor at all times services are being performed under this contract.

BID/PROPOSAL AFFIDAVIT

NAME OF BID/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 27, 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:

(a) 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:
(b) Been convicted of any criminal violation of a state or federal antitrust statute
© 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:
(d) Been convicted of a violation of the State Minority Business Enterprise Law,
(e) Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(f) 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;
(g) 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 statue 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 contact 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:

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

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

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

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 SS# _____

By: _____ Solicitation Name: USWIB Temporary Services 2026

(Authorized Representative and Affiant)

BID FORM
PARTICIPANT AND STAFF CONTRACTUAL TEMPORARY SERVICES
Upper Shore Workforce Investment Board

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 provide services for above named project for the Upper Shore Workforce Investment Board and Chesapeake College, Wye Mills, Maryland.

Firm Name_____

The undersigned having examined the bidding requirements, contract conditions, as well as all pertinent specifications as prepared by Chesapeake College and the Upper Shore Workforce Investment Board and having received clarification of all items of conflict or questions, submits a per hour wage markup rate:

_____ **Hourly Wage Markup, given as a percentage.**

Firm Name_____

Address_____

Phone_____**Fax**_____

Signature_____

Printed Signature_____

Title_____

CONTRACTOR'S REFERENCES:

1. Customer Name _____ Phone_____
   Contact Person _____
   Title _____ Contract Date _____
   Address _____
   _____
   _____

2. Customer Name _____ Phone_____
   Contact Person _____
   Title _____ Contract Date _____
   Address _____
   _____
   _____

3. Customer Name _____ Phone_____
   Contact Person _____
   Title _____ Contract Date _____
   Address _____
   _____
   _____