



Maryland State
Employment **W**orks **P**rogram
Preferred Provider Program

Vendor Business Partner
Policies and Procedures Manual

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PROGRAM ELIGIBILITY - COMMUNITY SERVICE PROVIDERS

I. Policy

The following are eligibility requirements for Community Service Providers (CSPs) to participate in the Employment Works Program (EWP).

In accordance with **State Finance and Procurement Article 14-101 - 14-108**, a CSP is eligible to participate in the EWP if the CSP's net income does not incur whole or in part to the benefit of any shareholder or other individual, and the CSP is:

- I. Organized under the laws of the United States and the State of Maryland;
 - II. Approved by the **Division of Rehabilitation Services (DORS), State Department of Education** for participation in the EWP;
 - III. Operated in the interests of individuals with disabilities; and
 - IV. Wishes to participate in the EWP.
-

II. Procedure

If a CSP wishes to participate in the EWP, it can contact the Maryland Works office for an application package. The application must be completed in its entirety and returned to the Maryland Works office with copies of the following required documents:

[Link to Application - Vendor Eligibility Requirements](#)

- I. **Certificate of Incorporation**
- II. **Constitution and By-Laws**
- III. **Federal Tax Exemption Certificate**
- IV. **Description of business/program services, capabilities, and development plans**
- V. **Description of the population served**
- VI. **Copy of DORS approval (DORS Cooperative Agreement) for participation in the EWP**
- VII. **Certificate of Good Standing with the State of Maryland**
- VIII. **Current Audited Financial Statement**
- IX. **Signed Conflict of Interest Policy**

Upon approval, the CSP will receive a copy of this **Policies and Procedures Manual** along with two unsigned

copies of the **EWP CSP Vendor Agreement**. Both copies of the agreement must be signed and returned to Maryland Works, which will then execute both copies and return one original to the CSP.

It is **mandatory** for all CSPs to have a **signed agreement on file** with Maryland Works before contracts can be assigned under the EWP.

III. CSP Program Eligibility Requirements

Upon receipt of **DORS approval** for participation in the EWP, copies of the document should be submitted to Maryland Works, along with all other applicable documents noted above, for consideration into the program.

PROGRAM ELIGIBILITY – INDIVIDUAL-WITH-DISABILITY-OWNED BUSINESSES

I. Policy

The following are eligibility requirements for Individual-with-Disability-Owned Businesses (IWDOBs) needed to participate in the Employment Works Program (EWP).

In accordance with **State Finance and Procurement Article 14-101 - 14-108**, an IWDOB is eligible to participate in the EWP if the IWDOB is:

- I. Organized under the laws of the United States and the State of Maryland;
 - II. Approved by the **Division of Rehabilitation Services (DORS), State Department of Education** for participation in the EWP;
 - III. Operated in the interests of individuals with disabilities; and,
 - IV. Wishes to participate in the EWP.
-

II. Procedure

If an IWDOB wishes to participate in the EWP, it can contact the Maryland Works office for an application package. The application must be completed in its entirety and returned to the Maryland Works office with copies of the following required documents:

[Link to Application - Vendor Eligibility Requirements](#)

- I. **Certificate of Incorporation**
- II. **Constitution and By-Laws (if applicable)**
- III. **Description of business services, capabilities, and development plans**
- IV. **Financial Plan, including cash flow projection and source of revenues**
- V. **Copy of DORS approval for participation in the EWP**
- VI. **Good standing with the State of Maryland**
- VII. **Financial Statement**
- VIII. **Signed Conflict of Interest Policy**

The IWDOB will receive a copy of this **Policies and Procedures Manual** and two unsigned copies of the **EWP IWDOB Vendor Agreement**. Both copies of the agreement shall be signed and returned to Maryland Works, along with confirmation of receipt of the current Policies and Procedures Manual. Maryland Works will execute both copies and return one original to the IWDOB.

It is **mandatory** for all IWDOBs to have an agreement signed on file with Maryland Works before contracts can be assigned under the EWP.

Notice: EWP Vendors (CSPs and IWDOBs) must remain in good standing with the State of Maryland. CSPs must provide Maryland Works with current/up-to-date **DORS Cooperative Agreements** as well as consistently providing services through DORS directly to other DORS constituents. The EWP Team at Maryland Works maintains consistent contact with representatives from the Division of Rehabilitation Services to ensure active status.

DISABILITY RATIO POLICY

I. Policy

EWP contracts held by CSPs are required to maintain a disability ratio of **45-49%** (employees with disabilities) and **55-51%** (employees without disabilities) applicable to all labor hours based on the sum of all hours for each individual contract held by the vendor.

For an IWDOB to meet the disability ratio requirements, it must ensure that majority ownership of the business is held by a person or persons with disabilities and maintain **25%** of employees with disabilities applicable to all labor hours based on the sum of all hours for each individual contract held by the vendor.

Note: Labor hours are defined as any/all positions that are priced into the confines of the contract. For more clarification, see the procedure below.

II. Procedure

Each EWP vendor shall calculate percentages of all labor completed by employees with disabilities and employees without disabilities on each individual EWP contract. Each EWP vendor is required to maintain the approved ratio and provide documentation on employee disability upon request by Maryland Works.

Maryland Works encourages Vendor Business Partners to utilize the **Federal Voluntary Self-Identification of Disability form (503Self-IDForm)** and follow all guidelines through the **Americans with Disabilities Act**.

Additionally, vendors for each EWP contract must be able to document sufficient value added to the benefit of people with disabilities.

For the purposes of disability ratio, labor is defined as all work/positions priced as a line item in the contract that are required for the preparation, processing, and packaging of a commodity or work related to the performance of a service.

All employees, regardless of the presence of a disability, are included in this definition whether full-time, part-time, wage-paid-per-hour, or temporary status, etc.

The above definition excludes company/organization staff not accounted for within the confines of the contract, such as Job Coaches, Case Managers, Job Developers, Administration, etc.

III. Exceptions

The **State Pricing and Selection Committee** may approve exceptions to the disability ratio on a contract with unique circumstances. All requests for a temporary or ongoing exception to the required ratio must be in writing to the **EWP Director** or **Maryland Works CEO**, and a written response from Maryland Works must be kept on file by the vendor.

The Pricing and Selection Committee has approved the following factors that can be considered in allowing exceptions to the disability ratio:

- Small contracts that only require 2-3 people for limited working hours;
- Contract opportunities in a new service area or production of a new commodity which requires a startup plan and timelines for a transitional period before meeting disability ratios; and/or
- Contract opportunities which require an expedited startup plan and timelines to transition to the required ratio.

All exceptions to the prevailing ratio will be submitted by Maryland Works and must be approved in writing by the **Pricing and Selection Committee** on an individual contract basis. Under no circumstances may an EWP vendor fail to meet the prescribed EWP disability ratio requirement without documentation of the Pricing and Selection Committee's approval, provided in writing by Maryland Works.

EMPLOYMENT WORKS PROGRAM PRICING

I. Policy

The purpose of the Employment Works Program (EWP) pricing policy is to ensure that all contracts within the program reflect fair market value. Fair market value is defined as the price at which a commodity or service would be exchanged in a competitive and open market, where both buyers and sellers possess reasonable knowledge of relevant facts, and no coercion or external manipulation is present.

Fair market pricing is determined and approved by the Pricing and Selection Committee (PSC), with input including data and research provided from the Employment Works Program. All contracts must adhere to and comply with the fair market pricing as outlined in the contract agreement, which includes, but is not limited to, wages, taxes and benefits, supplies, equipment, and additional alternates (Add Alts). Furthermore, all billing must strictly comply with the contract pricing, as agreed upon by both the vendor and the state.

II. Procedure

The Employment Works Program will apply fair market pricing methodologies, as approved by the Pricing and Selection Committee (PSC), when determining contract pricing. Once pricing is finalized, it will be submitted to both the vendor and the state agency that issued the solicitation for review and concurrence. Upon receiving approval from both parties, the contract will be forwarded to the PSC for a final review to ensure that all fair market pricing tools and methodologies have been appropriately applied before final approval. If applicable, the contract will then be submitted to the Board of Public Works for final approval.

Vendors must comply with the pricing outlined in the contract. The pricing must be followed as stipulated in the following categories:

- 1. Employee Wages**

Vendors must pay fair market wages as outlined in the contract. Vendors may pay either the annual rate or the weighted rate, as specified in the contract pricing.

- 2. Insurance Rate**

Vendors may only bill the state at the rate specified in the contract for employees receiving health benefits through their employer. The Employment Works Program will request Form 1095-C annually to verify that vendors provide health benefits to their employees.

- 3. Employee Classification**

Vendors are prohibited from employing 1099 workers unless explicitly approved by the Employment Works Program. All workers must be classified as W-2 employees, except where otherwise approved.

- 4. Supplies**

Vendors are required to comply with state statutes and regulations when purchasing supplies. Supplies must be procured from the Blind Industries and Services of Maryland (BISM). Vendors may seek outside suppliers only for supplies not provided by BISM. If a BISM product is unavailable due to

unforeseen issues, the vendor must obtain prior approval from the state before purchasing a non-BISM product.

5. Equipment

Vendors may procure equipment from outside vendors; however, any equipment priced under the contract must be onsite and actively in use.

6. Additional Alternates

Vendors may only bill the state for additional alternates (Add Alts) at the rate specified in the contract.

7. Billing to State (Fixed)

Vendors must submit invoices to the state in accordance with the rates outlined in the contract's billing breakdown. Additional alternates (Add Alts) should be billed upon completion. All allowances must be billed at the rates specified in the contract.

8. Billing to State (Time and Material)

Vendors must submit invoices to the state in accordance with the rates outlined in the contract. The vendor shall adhere to the billing structure specified in the solicitation. Invoices may require supporting documentation, including but not limited to timesheets, purchase orders, and proof of insurance, as specified in the solicitation.

9. Commodities Rates

For all commodities billed to the state, the rate must align with the pricing outlined in the contract.

10. Loaded Rates

For any extra work performed, vendors must bill at the loaded rates as defined in the contract.

III. Failure to Comply

Failure to comply with the terms outlined in this policy may result in a Performance Improvement Plan (PIP) issued by the Employment Works Program. The Employment Works Program, in collaboration with the state, reserves the right to request documentation or other evidence to verify compliance with any of the outlined requirements.

This policy ensures transparency, fairness, and adherence to all contractual obligations within the Employment Works Program, maintaining integrity and compliance with state regulations.

SUBCONTRACTING

I. Policy

Program vendors may enter into subcontracting agreements on Employment Works Program (EWP) contracts for work they are not able to perform, or to enhance employment opportunities for people with disabilities.

The maximum for subcontracting is 25% of total labor hours for any contract, while adhering to the disability ratio requirement. To ensure subcontracting aligns with the program's mission, vendors are required to subcontract within the EWP. If there are no vendors in the EWP program to subcontract, vendors must seek an MBE.

Any subcontract work above 25% must be submitted in writing and approved by the EWP and the Pricing and Selection Committee.

II. Procedure

Notification

Vendors must notify the EWP in writing if they are not able to perform all contract specifications and require approval to subcontract a portion of the work.

Subcontracting with EWP Vendors

Primary vendors are required to provide any subcontracting opportunities to eligible EWP vendors to promote full inclusion of people with disabilities. The EWP may request documentation of subcontracting efforts within the program.

Subcontracting with MBEs

If an eligible EWP vendor is unavailable, the primary vendor must seek a Minority Business Enterprise. If an MBE is unavailable, the prime vendor must show effort in seeking an MBE and provide three qualified bids. Maryland Works may request documentation.

Bidding Process

For subcontracting outside the EWP, vendors must obtain up to three (3) qualified bids and accept the bid that offers the best value. Documentation of these bids must be submitted to the EWP. For complex contracts, vendors should request additional time to gather subcontract information. If unable to obtain three qualified bids due to regional availability or lack of providers, vendors must inform the EWP in writing.

Determining best value requires weighing the strengths and deficiencies of the technical proposals in relation to the pricing in the financial proposals. The RFP will prescribe the evaluation method used, the criteria used to rank, rate, or score proposals, as well as the weighting to be afforded to technical and financial proposals. The three options are:

- I. Technical and financial factors receive equal weight;
- II. Technical factors receive greater weight than financial factors; or
- III. Financial factors receive greater weight than technical factors.

The proposal that is recommended for contract award will always be the overall highest ranked, rated, or scored proposal from the combined technical and financial proposal best value determination. This proposal will be determined to be the most advantageous offer to the State.

Bid Proposals

When submitting bid proposals that include subcontract work, the prime vendor must:

- Confirm that there are no eligible EWP Vendors or that there are no eligible EWP Vendors that are interested.
- Confirm and provide documentation on the MBE's that have been contacted.
- Provide three qualified bids/quotes for each subcontract service.
- Detail proposed total labor hours for subcontract work.
- Include all applicable certifications/licenses for subcontractors.
- List all subcontractors, noting whether they are EWP-approved vendors, MBEs, or commercial vendors.
- Provide compelling reasons in writing if subcontract work is anticipated to exceed 25%.
- Any additional documentation requested by the EWP.

III. Subcontract Agreement

Prime and subcontractors must create and sign a subcontract agreement. For agreements between two EWP vendors, a signed agreement must be presented to the EWP prior to contract approval by the Pricing and Selection Committee.

IV. Exceptions

A subcontract agreement that is reached between two EWP vendors will not be subject or counted towards the 25% limit on subcontract work if both EWP vendors maintain an appropriate ratio of people with disabilities to people without disabilities.

Any exceptions and/or modifications must be made in writing, submitted, and approved by the EWP and the Pricing and Selection Committee as stated above.

TEMPORARY STAFFING POLICY

I. Policy Overview

The Employment Works Program (EWP) fosters positive collaboration among its vendors. To address staffing challenges, especially regarding contract fulfillment and appropriate disability ratios, vendors are encouraged to utilize temporary staffing from other eligible EWP vendors. This collaboration enables vendors to effectively staff both new and existing contracts while they work on hiring their own permanent staff. The goal is to ensure that all contracts within the program maintain high quality and compliance with staffing ratios.

Benefits

This policy provides several benefits. First, it assists EWP vendors facing unforeseen circumstances that impact their ability to meet staffing requirements. Second, it encourages support among EWP vendors, by reducing the need to subcontract labor, which can compromise the mission of the program.

II. Procedure for Requesting Temporary Staffing

Formal Request

To request assistance, vendors facing staffing issues are encouraged to submit a formal request to the Employment Works Program detailing their specific staffing needs and the nature of the contracts affected. The Employment Works Program will assess the service requirements and identify compatible vendors within the EWP network. After this assessment, a list of compatible vendors will be provided to the requesting vendor (the "Prime Vendor"), who will then select preferred vendors for collaboration.

Subcontractor's Agreement

The Employment Works Program will reach out to eligible EWP vendors to inform them of the opportunity for temporary staffing within the program. If the Prime Vendor and EWP Vendor expresses interest in working together, the Program will facilitate a meeting between the Prime Vendor and the interested EWP Vendor to discuss terms and expectations. Upon reaching an agreement on temporary services, the Prime Vendor is responsible for drafting a subcontractor agreement that outlines the terms of collaboration. The finalized subcontractor agreement must be submitted to the Employment Works Program for documentation and compliance purposes.

Subcontracting with another EWP vendor does not count towards the 25% maximum subcontracting requirement.

III. Quality Assurance

The Employment Works Program will monitor the collaboration to ensure that service quality meets program standards and that staffing ratios are maintained. If any issues arise with the subcontractor's contract, the EWP

will intervene to help resolve the matter. Vendors are encouraged to provide feedback on the temporary staffing process to improve future collaborations and program effectiveness. This policy is designed to strengthen the EWP community and ensure that all vendors have access to the resources needed to deliver quality services while fostering an inclusive environment.

NEW LINES OF BUSINESS

I. Policy

A new line of business refers to any service that a vendor has not previously provided within the Employment Works Program. Vendors are encouraged to explore new opportunities. To maintain the integrity of the Program, vendors must be vetted to ensure they can deliver these new services in accordance with State standards through the application and approval process.

II. Procedure

Approval

Vendors must submit a “New Lines of Business Application” to the Compliance Analysis for initial approval. Following this, the EWP will present the new service to the Pricing and Selection Committee (PSC) for review and approval. Once approved by the PSC, Maryland Works will add the new service to its active services listed on the Maryland Works website.

Refer to **Appendix A** for the applicable form. Please note that modifications may occur due to changes in state regulations.

Approval Requirements

To be approved, the vendor must complete the application in full, meet all qualifications and certifications required, and provide any additional information requested. All services must align with the mission of the Employment Works Program to be approved. All services must provide competitive and integrated employment opportunities to individuals with disabilities. If a service is deemed not mission-centered it will be denied, and the service will not be forwarded to the PSC for consideration. The PSC has the discretion to deny any new service proposals.

III. Quality Assurance

The EWP will assist vendors in securing a contract for the new line of services once approved. Vendors may only pursue contracts that are equivalent in size to previously held contracts by the vendor. If the vendor has not previously held a contract for the new line of service, an appropriate contract size will be determined. Vendors must complete 6-months of service on the awarded contract before becoming eligible for additional contracts of the same service within the Employment Works Program. At the end of the 6-month period, a quality assessment will be conducted of the service provided. Following the assessment, a meeting with the vendor and the Employment Works Program will be conducted to discuss whether they may proceed with bidding on additional contracts or if corrective measures are necessary before pursuing future contracts.

QUALITY ASSURANCE

I. Policy

The purpose of Quality Assurance (QA) is to ensure that all vendors meet the required service standards outlined in their contracts with the State. The QA process is designed to monitor and assess vendor performance, ensuring alignment with the Scope of Work (SOW) and maintaining high-quality service delivery. The QA reviews are performed biannually by the Employment Works Program (EWP) team to promote continuous improvement, ensure service consistency, and facilitate effective issue resolution.

Vendor performance will be evaluated across key areas, including management effectiveness, adherence to the SOW, staffing adequacy, responsiveness to issues, and overall service quality. Vendors will be scored based on these evaluations, and a corrective process may be initiated if performance does not meet the established standards.

II. Procedure

The Employment Works Program (EWP) will conduct Quality Assurance (QA) reviews twice a year, either through email or onsite visits, without prior notice to the vendor. These reviews will be conducted randomly to ensure fairness and accuracy.

For in-person QA reviews, EWP representatives will conduct a detailed walkthrough of the facilities or locations covered by the contract. During the walkthrough, photographs may be taken to document findings for the QA report. The EWP team will be accompanied by the end user to discuss the overall quality of the services provided.

Email-based QA reviews will utilize the same form, completed by the end user. If the results raise any concern, the Employment Works Program may follow up with an onsite visit to gather additional information about the reported score.

Categories and Scoring Process

The following five categories will be assessed during the QA process:

- I. Onsite Supervisor's Ability to Manage the Team Effectively (if applicable)
- II. Service Delivery as Defined in the Scope of Work
- III. Staffing Alignment with Scope of Work Requirements
- IV. Issue Resolution and Vendor Responsiveness
- V. Overall Quality of Service

Each category will be scored based on the satisfaction of the end user using the following scale:

1 – Below Average

2 – Average

3 – Above Average

Refer to **Appendix B** for the applicable form. Please note that modifications may occur due to changes in state regulations.

III. Outcome

Upon completion of the bi-annual QA, the EWP will complete a report and share the results with the vendor. Based on these results, a meeting may be scheduled between the State, the vendor, and the EWP to discuss any shortcomings or issues identified.

If the QA results indicate noncompliance with the contractual agreement between the vendor and the State, or with the signed vendor agreement, a Corrective Action Plan (CAP) or Performance Improvement Plan (PIP) may be implemented to address the issues.

CORRECTIVE ACTION PLAN & PERFORMANCE IMPROVEMENT PLAN

I. Policy

The Corrective Action Plan (CAP) and Performance Improvement Plan (PIP) address vendor performance issues within the Employment Works Program (EWP). The key distinction between these forms is their implications for a vendor's ability to secure future contracts within the Program:

- A **Corrective Action Plan (CAP)** does not restrict a vendor from bidding on a new contract but is reflected in the Vendor Advisory Selection Committee during the selection process.
- A **Performance Improvement Plan (PIP)** may restrict the vendor from bidding on contracts, particularly when multiple interested parties are involved, or could entirely prohibit contract awards based on the severity of the issues identified.

Both plans are designed to uphold program integrity and ensure the provision of high-quality services that align with the mission of promoting the employment of individuals with disabilities in a competitive integrated workforce. Failure to perform contractual agreements between the Vendor and the State or failure to comply with the signed Vendor Agreement may result in a CAP or PIP.

Corrective Action Plan (CAP)

A CAP is initiated when a vendor's performance issue is identified but does not critically impair their ability to fulfill contractual obligations or the mission. A Contract Coordinator, in collaboration with the Employment Works Program Manager, will notify the vendor in writing and outline specific areas requiring improvement based on end-user feedback. Vendors must complete the CAP form, addressing the identified issues, including:

- Action steps to resolve the concerns.
- Timelines for implementing corrective measures.
- Responsible personnel for each action step.

The CAP will be reviewed and approved by the Employment Works Program and shared with the state agency that solicited the contract. The end user will work closely with the Employment Works Program, providing monthly scores and notes on the progress of the CAP.

Progress Scoring

The monthly score provided by the end user will be assigned as follows:

- **0** – Regressing
- **1** – Not Improving
- **2** – Showing Improvement
- **3** – Satisfied

Benchmark Meetings

The Employment Works Program will outline benchmark dates, culminating in a meeting between the Vendor, the State, and the Employment Works Program. During these meetings, the CAP and the progress of improvements will be reviewed. Vendors are required to provide regular updates as outlined in the approved CAP.

Completion and Assessment

The Corrective Action Plan will be considered complete once the end user assigns an overall score of 3, indicating satisfaction with the vendor's improvements on the identified issues. Successful completion of the CAP will restore the vendor to good standings, with no further restrictions.

Noncompletion

Repeated failure to comply with CAP requirements or failure to achieve a score of 3 (Satisfied) may result in the removal of the vendor from the current contract where the CAP was implemented.

Performance Improvement Plan (PIP)

A PIP is initiated for severe or repeated performance issues that jeopardize the integrity of services, contractual compliance or failure to meet adequate mission ratios. The Employment Works Program will notify the vendor in writing, outlining the specific deficiencies and the potential restrictions of future contract eligibility. Vendors must complete the PIP form, addressing the identified issues, including:

- Comprehensive steps to address deficiencies.
- A timeline with clear milestones for progress.
- Identification of support needed from the EWP, if applicable.

The PIP must be approved by the Employment Works Program once complete by the vendor. While under a PIP, vendors will be restricted from bidding on new contracts if:

- Multiple interested parties exist for a given contract opportunity.
- The vendor's deficiencies are deemed critical to program operations and integrity.

Benchmark Meetings

The Employment Works Program will outline benchmark dates, culminating in a meeting between the Vendor and the Employment Works Program. During these meetings, the PIP and the progress of improvements will be reviewed. Vendors are required to provide regular updates as outlined in the approved PIP.

Completion and Assessment

The Performance Improvement Plan will be considered complete once the Employment Works Program deems the issues pertaining to the vendor are resolved. Successful completion of the PIP will restore the vendor to good standing, with no further restrictions.

Noncompletion

Failure to comply with PIP requirements may result in the removal of the vendor from existing contracts and exclusion from future program participation. Compliance with the PIP will be assessed by the EWP.

TERMINATION OF CONTRACT

I. Policy

Program vendors may terminate an **EWP** contract by notifying **Maryland Works**. Pursuant to the **EWP Provider Agreement**, notice must be provided to the EWP a minimum of one hundred eighty days (180 Days/6 Months) in advance of terminating a contract and must be provided in writing. Some contracts, because of their complexity, scope, unique circumstances, or other factors, may require a longer termination notice. As appropriate, any additional factors that may be material to a termination may be considered.

Ultimately, the final decision to allow for termination of a contract will be determined by state procurement.

Note that the exiting EWP vendor may be responsible for reimbursement of any costs incurred by the State or the Coordinating Entity in having to replace a vendor (please see below).

II. Procedure

In the event that the EWP vendor wishes to discontinue providing services or commodities under an individual contract prior to its termination date, or elects not to pursue renewal of a contract before or after it has expired, a vendor shall provide written notice to both the EWP and the State of Maryland contact at the earliest possible time—pursuant to any notice provisions of the specific contract and/or state procurement procedures—but no less than a minimum of One Hundred Eighty Days (180 Days/6 Months) notice in order to provide adequate time to obtain a replacement vendor. If provisions of the specific contract, state procurement procedures, or practical issues relating to vendor replacement require more than a 90 days' notice, the vendor shall provide the EWP with the same.

As noted above, the requirement of a (minimum) One Hundred Eighty Days (180 Days/6 Months) notice is to allow time to identify an alternative EWP (or failing that, an MBE or commercial) vendor. However, should a replacement vendor not be found within the program, or should the State be forced to solicit bids on the open market for any reason, the State may require the exiting vendor to pay the difference between the fair market price and the open market price. While not generally exercised by the State, it is crucial that vendors be aware that any costs incurred, including pricing differences between fair and open market rates, can be charged to the exiting vendor.

NOTIFICATION OF AVAILABLE CONTRACTS

I. Policy

The EWP will notify program vendors of available contract opportunities after careful review by the EWP staff. In making a determination whether or not to send out an opportunity, the EWP staff will weigh a number of factors, including but not limited to geographic area of the opportunity and available vendors in that area; type of industry and/or service; distribution of contracts within the program; benefit to qualified vendors as well as to the EWP as a whole.

II. Procedure

Individual Notification

Notification of appropriate contract opportunities will be made to potential vendors in writing by email. The notification will list general information about the contract, and where possible, the related specifications.

The deadline for the provider's response is four (4) business days from the date the email is sent by EWP staff. By law, the EWP has limited time to respond to opportunities; therefore, the 4-day turnaround is the maximum allowable time to respond to potential opportunities. Therefore, given State deadlines on the program, the EWP cannot make exceptions to this requirement of replying within the specified timeframe.

Generally, opportunity notifications are sent out to all vendors within the EWP. This is done to ensure fairness and timeliness. However, in certain cases, such as notification of an opportunity in an outlying area, the EWP may limit notification to a vendor or vendors in that location due to geographic limitations. Likewise, in certain emergent circumstances – such as the need to find a replacement vendor under tight timelines – a specific vendor, or vendors, might be notified individually rather than sending a general email to all program vendors; however, these are rare occasions.

Refer to **Appendix C** for the applicable flowchart. Please note that modifications may occur due to changes in state regulations.

VENDOR CONTRACT BID PROPOSAL

I. Policy

All vendors are required to submit contract bid proposals to the EWP; these proposals must include, at minimum, the cost breakdown and labor breakdown. This is required for any contract a vendor wishes to pursue, whether for work new to the EWP or for work continuing under the program. This policy is intended to ensure that the vendor can identify a plan and demonstrate proficiency in providing the product(s) and/or service(s) required under the contract, as well as a full understanding of the cost implications of the work to be performed. Maryland Works may request additional portions of the Bid Proposal during the bid process for justification if needed.

II. Procedure

All EWP Bid Proposals shall represent the EWP vendor's proposal for performing the contract and shall be consistent with the following format:

- Narrative – Required for contract proposals for work new to the EWP and specifically addresses the RFP, including how the vendor plans to implement the contract.
 - Capability/Background (For new contracts into the EWP) – This is especially important for contract proposals where the work is new to the EWP:
 - Vendor's Capability Statement - targeted at the type of contract (i.e., janitorial, wood products, etc.), along with applicable licenses and certifications necessary to provide proposed service.
 - Background - information includes staff, equipment, financial capability, experience (business history), and workers (client ability). An organizational chart may be requested for contracts of a larger magnitude (the vendor would be informed initially if this is a necessary component).
 - Cost Bid Proposal – Required for all contracts. All EWP Cost Formats shall represent the vendor's actual cost for performing the contract and shall be consistent with a format appropriate to the specific commodity or service being provided.
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III. Overview

Below are the required components of the **Contract Bid Proposal**, to be included as applicable:

- I. **Labor** - Total number of positions, wages, hours per day, and days worked.
- II. **Employee Benefits** - Paid holidays, paid vacation, sick & safe leave, employee taxes (SUTA, FUTA, FICA), and insurance, including Workers' Compensation and Health Insurance.
- III. **Supplies** - Vendors must provide a detailed list, including supply description, category type (BISM vs. Non-BISM), unit of measure, quantity, and cost per item.

- IV. **Equipment** - Vendors must provide a detailed list, including equipment description, quantity, cost per item, and useful life, utilizing straight-line depreciation.
- V. **Heavy Equipment** - Vendors must provide a detailed list, including equipment description (make, model, year), quantity, equipment cost, useful life using straight-line depreciation, and total percentage used on the contract. Vendors must also provide total maintenance costs for upkeep and total annual gas costs.
- VI. **Transportation** - Vendors must provide the total miles drive per year and will be reimbursed by the Federal rate for mile reimbursement.
- VII. **Add Alternates & Subcontract Work** - Required service performed by the prime or non-prime vendor, frequency of service per year, cost per service, and program fee if applicable.
- VIII. **Cost Breakdown** – A full overview of all cost shown above including the following cost:

- i. *Overhead*

Includes such applicable indirect costs as incidental supplies, indirect labor, insurance, rent, electricity, postage, office expenses, telephone, marketing, licenses, accounting, printing, office cleaning, general liability insurance, and general and administrative (indicate percentage of labor and amount).

- ii. *EWP Program Fee*

Utilize the percentage set by the State, which, as noted, was determined in 2014 at 3.2% of contract value. The State has Discretion to set an alternative percentage or alternative method in determining the EWP program administrative fee on specific contracts.

Note: The EWP program administrative fee is included as a cost to the State and passed through the vendor as part of the total contract cost. All State invoices must include the applicable Maryland Works program administrative fee and must reimburse this fee to Maryland Works in a timely manner as discussed above. The program administrative fee is not applied to subcontracting vendors that are not eligible EWP vendors.

- iii. *Other Associated Contract Costs*

Other costs associated with a contract may be billable as described below. Please note that billing for these costs is based on multiple factors and any special circumstances must be approved by the EWP.

If required in the specifications, uniforms may be billable; however, vendors must provide three quotes in writing.

Subcontracting (i.e. windows, blinds, special floor work, etc.).

Leasing (i.e. phones, communication equipment, etc.).

Handling fees (for example, fee for mulch and chemicals in landscaping contracts where delivery and storage are needed).

Warehouse/Material Storage (when keeping an inventory is required by the contract

specifications).

Credit Line (if applicable).

Please Note: Completion of the EWP cost analysis and approval by the Pricing and Selection Committee of the contract does not replace the vendor's responsibility to submit its own Contract Bid Proposal and cost analysis based on the scope of work provided by the state agency. It is incumbent upon the vendor to review the EWP analysis in a timely manner prior to concurring to ensure greater accuracy.

MARKETING PREFERENCE

I. Policy

Eligible EWP vendors *may* receive "marketing preference" on a program contract if: (1) marketing occurred prior to the notice of the opportunity to the EWP; (2) the marketing activity is documented in writing; and (3) the documentation is submitted to the EWP.

II. Procedure

"Marketing effort" is defined by the EWP as: (1) contact by the selling entity with the purchaser; and (2) presentation of the selling entity's capabilities directly to the purchaser related to a specific potential service or commodity contract (identified by name and or ID number).

Note that marketing effort does not automatically guarantee that the contract will be awarded to the program vendor that made the marketing effort.

While an EWP vendor that pursues an opportunity through a marketing effort is *given a preference* for the contract within the program, the vendor is *not given a guarantee* for the marketed contract; this must be made clear to the purchaser. The EWP vendor must emphasize that it is a single vendor and is neither pre-approved nor pre-selected for the contract. Rather, the final selection of an EWP vendor is determined by EWP staff in consultation with the EWP Advisory and Vendor Selection Committee and subject to any policies or guidelines set by the Pricing and Selection Committee.

Individual vendors and their agents are prohibited from representing the EWP. An EWP vendor or its agent cannot imply (directly or indirectly), insinuate, or otherwise represent itself to be speaking for, or acting on behalf of the Employment Works Program.

None of these sections is meant to discourage EWP vendors from marketing products and services directly to purchasers. Certainly, there is no prohibition from the purchaser notifying the EWP vendor as to the budget ranges affecting the contract. *However, vendors may not discuss or attempt to negotiate contract pricing with the purchaser.*

Once interest has been established with the purchaser, the vendor must document its marketing effort using the EWP Marketing Effort Form (Appendix K) or within an email incorporating the same information as required on the form. The form or email must be presented or sent as quickly as possible to the EWP. Upon receipt and review, the EWP will send a written response to the vendor, if applicable, that a marketing effort has been recognized.

Note, however, that when the contract assignment decision is made, all relevant factors are considered in the same manner as in any other contract assignment. As noted already, marketing preference does not guarantee contract assignment to the vendor that made the marketing effort. Thus, a vendor with marketing preference must still complete a proposal, provide cost justification and be capable of performing the specifications of the contract.

Refer to **Appendix D** for the applicable form.

VENDOR ADVISORY SELECTION COMMITTEE

I. Policy

Under the Employment Works Program (EWP), one vendor is selected as the prime contractor for each contract. When multiple prime vendor candidates submit proposals for a specific contract, EWP staff will present these proposals, along with a comparative analysis, to the EWP Vendor Advisory and Selection Committee (VASC). Only vendors in good standing—defined as having no corrective actions, maintaining eligibility criteria, and no Performance Improvement Plans (PIP) within the past year—will be considered.

The EWP Vendor Advisory and Selection Committee members will evaluate the proposals and related documentation with each member completing the scoring rubric. The committee will then submit a recommendation for vendor selection. This selection occurs prior to presenting the contract to the Pricing and Selection Committee. Both the vendor and state must agree on the pricing before the contract is reviewed by the Pricing and Selection Committee.

II. Procedure

Site Visit

The EWP will arrange a site visit for vendors interested in the contract. Vendors are required to complete their contract bid using the EWP Bid Template within 10 business days following the site visit. If bids are not submitted within 10 business days, the vendor may be removed from consideration.

Vendor Advisory and Selection Committee Meeting

Upon receipt of all bids, the EWP will organize a meeting of the Vendor Advisory and Selection Committee, which will include all committee members, the associated Contract Coordinators, and the Director of the Employment Works Program.

EWP Vendor Advisory Selection Committee

The EWP Vendor Advisory Selection Committee (VASC) members will be selected by the Director of the Employment Works Program based on the interest shown. The committee will consist of 5 voting members and 1 stand-in member. To be eligible to participate in the VASC, individuals must be eligible members of the EWP and in good standing. The term will begin at the beginning of the new calendar year. Interested individuals must submit their request to the EWP Director prior to January 1st. Appointed members are expected to vote in a manner that reflects the best interests of the EWP. If a voting member is one of the interested vendors, they will be replaced with the stand-in member to maintain integrity. Each voting member serves a two-year term and cannot be reappointed for the subsequent term unless previously a stand-in member. Voting members are eligible for future terms following an intervening period.

As of January 2024, the current committee members include:

- **Voting Members**
 - John Finnegan (johnatstrongdeedsmd@gmail.com)
 - Valerie Spencer (VSpencer@didlake.org)
 - Thomas Tolton (tolton.thomas@gmail.com)
 - Michael Atkins (Michael.Atkins@chimes.org)
 - Rick Fleischmann (Rick.Fleischmann@ncianet.org)
 - **Stand-In Member** (to ensure quorum if a voting member has a conflict)
 - Rosalind Robinson-Ambrose (lsi3properties@gmail.com)
-

In preparation for the meeting, the EWP will:

- Conduct fair market pricing analysis.
- Complete the Vendor Comparative Analysis (Rubric).
- Complete the Marketing Effort Form (if applicable).
- Email committee members one week prior to the meeting with each vendor's bid proposal, PSC approved fair market pricing, the Scope of Work, the Anonymous Vendor Comparative Analysis, and the Marketing Effort Form (if applicable).

During the meeting, the EWP will present the Comparative Analysis objectively, referring to vendors generically as Vendor A, Vendor B, Vendor C, etc. At the conclusion of the meeting the VASC will score each interested vendor based on the information provided.

Vendor Comparative Analysis

A vendor will be selected using a weighted scoring method based on criteria detailed in the Vendor Comparative Analysis (rubric), which includes:

- **Contract Performance:** Evaluation of overall performance related to the contract, including complaints, site visit feedback, and any contract losses due to performance issues.
- **Marketing Preference:** Consideration of individual marketing efforts, though it does not guarantee contract award. Only applicable when a vendor brings a contract from the open market (eMMA) into the Employment Works Program or if a state agency specifically requests a vendor when submitting an IFB/RFP to the EWP.
- **Responsiveness to Deadlines:** Timeliness in submitting action plans, cost proposals, reports, and adherence to deadlines.
- **Program Compliance:** Adherence to program policies, including EDR results, disability ratio, equitable wages, subcontracting percentage, and submission of required documentation.

- **Timeliness of Submitting Invoices:** Accuracy and promptness in invoicing and payments.
- **Competitiveness of Proposal:** Understanding of requirements, costs, and quality of the proposal relative to the Scope of Work.
- **Additional Comments:** Assessment of management capability, knowledge of the work, and eMMA value.

If a VASC voting member decides to vote against the weighted score they must provide considerable evidence for the reason of cause. If the weighted scores are even, then the voting member will select with vendor with reason of cause.

III. Outcome

After the meeting, each committee member will complete their score on the Vendor Comparative Analysis form (*directions for completion noted on the form*) and email it to the EWP within two days. The EWP will review the scores to determine the outcome and notify the vendors involved within five days after the meeting.

Refer to **Appendix E** for the applicable form. Please note that modifications may occur to ensure ethical practices.

AFFIDAVITS

I. Policy

Maryland Works facilitates the completion and signing of five affidavits on behalf of procurement, which must be signed prior to the contract award.

II. Procedure

Maryland Works will send the required affidavits to each vendor at the time of the concurrence request for a contract. These forms must be signed by the designated representative of the business or organization and returned to Maryland Works within **three business days**.

All affidavits listed below are required for new contracts. For contract renewals, modifications, and extensions, only the Bid/Proposal Affidavit is required.

- I. Conflict of Interest Affidavit
 - II. Disclosure
 - III. Bid/Proposal Affidavit
 - IV. Maryland Living Wage Affidavit
 - V. Mercury Affidavit
 - VI. Contract Affidavit
-

PROGRAM ADMINISTRATION FEE & BILLING POLICY

I. Policy

As the Coordinating Entity for the EWP, Maryland Works is paid a program administration fee by the State of Maryland based on a percentage of the billable contract value (as of 2014, the standard percentage is 3.2%). *This fee is paid by the State to the vendor; the cost is passed through the vendor to Maryland Works.*

Note that the program administrative fee is included in the Fair Market Pricing at the time the contracts are priced and approved by the Pricing & Selection Committee.

II. Procedure

EWP Invoicing: It is the responsibility of each vendor to invoice the State after delivery of the contracted commodity or performance of the contracted service.

Invoices to the State are submitted monthly for the previous month's service. Submission of invoices should be made on a timely basis – the *first week of the following month*, and no later than the seventh (7th) day of that month. (If the seventh day falls on a weekend or holiday, invoices are due by the next business day.)

The EWP program administrative fee described above is applied to *all* approved commodities and/or service contracts and must be included in the vendor's invoice to the State. As noted above, the standard program administrative fee for Maryland Works is 3.2% although the Pricing and Selection Committee may approve an alternate percentage (or alternative method) for determining this fee. Any decision to alter the standard program administrative fee must be documented and retained in the vendor's file.

For the 3.2%, note that for every \$10,000 approved reimbursement to the vendor, a \$320 program administration fee is added for the EWP program administrative fee. To calculate the full 3.2% fee for a monthly invoice to the State, divide the entire billable value of the invoice by 1.032 and then multiply by .032.

Please note that program administrative fees do not apply to non-EWP approved vendors; therefore, when determining the correct program administrative fee do not include billing for subcontracted services to vendors not eligible for EWP contracts.

A copy of all invoices provided to the State for work in the EWP must be forwarded to Maryland Works at the time the State is invoiced. There are no exceptions to this requirement.

EWP Pass-Through: Copies of the State invoices provided to Maryland Works will be used by Maryland Works to create vendor invoices for the pass-through program administrative fees owed to Maryland Works.

Copies of State invoices are provided to Maryland Works on the same schedule as noted above for the State – the *first week of the following month after the contracted product or services are provided to the State*, and no later than the seventh (7th) day of that month (unless that date falls on a weekend or holiday then the next business day).

Maryland Works invoices must be paid by vendors within thirty days of receipt of payment from the State for the work.

Additional Alternative Work (Add Alts): Occasionally a state entity will reserve a portion of the full contract value for services that are likely but not certain to be needed. The cost of the services will be separated in the contract from the cost of routine billable services.

As a separate line item on the cost breakdown, the cost of these services is, in effect, held in reserve, and not included in the monthly billing until the purchaser/end user specifically requests the service be performed. At that time, the vendor will alert Maryland Works of the service performed and the cost of the add alt along with the program administration fee, if applicable, for that service will be added to the next monthly billing to the State. The program administration fee for an add alt is calculated with the same percentage (or by the same method) as all other applicable services on the contract.

III. Exception

The program administrative fee is not applicable to subcontracts where the subcontracting vendor is not an EWP eligible vendor.

PRIVATE CONSULTANT

I. Policy

EWP vendors may hire private sector consultants for additional expertise in areas such as: technical assistance related to new services, preparation of contract proposals, costing methods, or management. Any hiring of such services, under any circumstances, must be immediately reported in writing to Maryland Works.

II. Procedure

When an EWP vendor purchases technical assistance for an EWP contract, a written agreement between the vendor and the consultant is required, stating that the consultant agrees not to bid for the same or related state contracts if Maryland Works passes on such contracts through the EWP. This agreement is necessary as the consultant may have access to privileged information and would have an unfair advantage in any subsequent private sector bid. Once the agreement is in place, the consultant may have access to all RFP/specification information as a working partner of the EWP vendor. The consultant must also complete a Conflict-of-Interest form.

It is the responsibility of the vendor to notify Maryland Works in writing when a consultant or consultants are hired on a specific EWP contract, or in an industry being undertaken or pursued by the EWP vendor (i.e. Optical Scanning, Unarmed Guard, etc.) *The vendor shall immediately submit a copy of the fully executed consultant agreement to Maryland Works.* The vendor and the consultant are subject to all EWP policies and procedures.

CONFLICT OF INTEREST

I. Policy

The purpose of this policy is to protect the interests of Maryland Works and the Employment Works Program by preventing the personal interests of EWP vendors and end users from interfering with their duties to the organization and avoiding any unethical financial, professional, or political gain on the part of such individuals.

II. Procedure

Duty to Disclose

All EWP vendors are required to complete annually a Conflict of Interest Form (See Appendix I) disclosing any potential conflict of interests without exception. By signing, the vendor understands what constitutes a conflict of interest and understands the procedure for addressing them with Maryland Works, including their duty to disclose any known or potential conflicts of interest.

Investigating Conflicts

If a potential conflict of interest is disclosed, the Employment Works Program will collect all the pertinent information and discern whether a risk exists. If not, the inquiry will be documented but no further action will be taken.

Disciplinary Action

If it is determined that a conflict of interest exists, there will be appropriate actions taken to address the conflict. This may include a probationary period from obtaining new contracts and/or expulsion from the program. All potential conflicts will be reviewed on a case-by-case basis.

Refer to **Appendix F** for the applicable form. Please note that modifications may occur due to changes in state regulations.

EMPLOYMENT DATA REPORT

I. Policy

All EWP vendors must complete, within the prescribed timeline, the EWP Employment Data Report (EDR). The EDR is statutorily mandated by the State of Maryland and **no exceptions** can be given for either content or deadline for submission of the required data.

Additional reports as may be required by the State of Maryland or Maryland Works in its role as the EWP Coordinating Entity must be completed on a timely basis and no later than the required due date for such reports.

II. Procedure

Vendors will receive a copy of the EWP Employment Data Report form (electronically) and are required to complete and submit it to Maryland Works by the due date provided by Maryland Works.

Note that individual data sets provided to Maryland Works are reviewed for potential mistakes and then collated into one document that is provided to the State per State program requirements. This document must be provided by the EWP before or by the State's due date to allow EWP staff time to check and collect individual vendor data. All EWP vendors must provide their individual data before, or by, the deadline provided by Maryland Works. Failure to meet this crucial timeline is one factor considered where more than one vendor is interested in a contract and a vendor decision must be made by EWP staff in consultation with the EWP Vendor Advisory and Selection Committee. In addition, failure to provide data by the Maryland Works deadline may also result in program probation.

As stated, prior in the Disability Ratio Policy, labor is defined as: All work/positions priced as a line item in the contract that are required for the preparation, processing and packaging of a commodity or work related to the performance of a service. The employment data report considers all labor when compiling and analyzing EDR data.

Within the Employment Data Report:

- **“Workers”** are defined as entry level positions, with no supervisory role.
- **“Supervisors”** are defined as positions that have a supervisor, oversight component, as well as elevated positions for the success of the contract. The above definition excludes company/organization staff not accounted for within the confines of the contract such as Job Coaches, Case Managers, Job Developers, Administration, etc.

If there is a question of how to categorize employees within the data report, please reach out to an EWP team member.

III. Categories

Below are the data points required to complete the Employment Data Report:

- **Total Value of Contract Payments for Reporting Period** (Invoice amounts for service

performed during the report period. (i.e., Jan-Jun or Jul-Dec) Grand total of 6 months or less if the contract started or expired mid-reporting period.)

- **Dollars Subcontracted** (The dollar amounts subcontracted out to EWP Vendors and Non-EWP Vendors; accounted separately)

Employees with Disabilities

- **Wages Paid to Workers** (Total wages paid out on this contract to Workers with Disabilities. NOTE: Does NOT include supervisor wages paid)
- **Total Hours Worked by Workers** (Total hour worked on this contract for Workers with Disabilities. Note: Does NOT include supervisors hours worked)
- **Wages Paid to Supervisors** (Total wages paid out on this contract to Supervisors with Disabilities. NOTE: Does NOT include workers wage paid)
- **Total Hours Worked by Supervisors** (Total hours worked on this contract for Supervisors with Disabilities. Note: Does NOT include workers hours worked)
- **All New Hires** (Total Employees with Disabilities hired during the reporting period.)
- **Total Employed During the Reporting Period** (Total number of Employees working on this contract with Disabilities.)
- **Full Time** (Total number of employees with Disabilities that work full-time on the contract.)
- **Part-Time** (Total number of employees with Disabilities that work part-time on the contract.)
- **Promotion** (Of all employees with disabilities who worked on this contract, how many received promotions within? Example: A worker being promoted to a lead worker on the same contract.)
- **Promotion Outside the Contract** (Of all employees with disabilities who worked on this contract, how many received promotions outside the contract? Example: A worker being promoted to a lead worker on a different contract or new employment elsewhere.)

Employees without Disabilities

- **Wages Paid to Workers** (Total wages paid out on this contract to Workers without Disabilities. NOTE: Does NOT include supervisor wages paid)
 - **Total Hours Worked by Workers** (Total hours worked on this contract for Workers without Disabilities. Note: Does NOT include supervisors hours worked)
 - **Wages Paid to Supervisors** (Total wages paid out on this contract to Supervisors without Disabilities. NOTE: Does NOT include worker wages paid)
 - **Total Hours Worked by Supervisor** (Total hours worked on this contract for Supervisors without Disabilities. Note: Does NOT include workers hours worked)
-

IV. Plan for Improvement

After reviewing the data recorded in the EDR report above, considering the criteria documented in the **disability ratio** and **subcontracting sections**, MD Works Employment Works Program will identify the vendors who are non-compliant in those noted areas. Non-compliant vendors will receive correspondence from MD Works 30 days after the EDR submission due date.

The correspondence will include the details of non-compliant areas as well as put forth the expectations for a Monitoring Plan or **Plan for Improvement** at the discretion of Maryland Works.

VENDOR DISPUTES

I. Policy

EWP vendors have the right to dispute a decision made by the program.

II. Procedure

All disputes and claims arising in connection with the EWP Policies and Procedures, or EWP Vendor Agreement shall be settled by arbitration consisting of a review of all parties' circumstances by the EWP Advisory and Vendor Selection Committee, which will make a recommendation to a sub-committee of the Maryland Works Executive Committee. The Executive Committee will review the EWP Advisory and Vendor Selection Committee's recommendations and decide.

If this determination is unsatisfactory to either the EWP vendor or Maryland Works staff, the dispute may be forwarded to the Pricing and Selection Committee. The decision on any arbitration award, including consequential damages or penalties, made by the Pricing and Selection Committee, shall be final and binding on all parties.

If the Pricing and Selection Committee is unwilling or unable to arbitrate any dispute, the same shall be arbitrated before an arbitrator agreed upon by the parties, in accordance with the governing rules of the American Arbitration Association. Any arbitration award, including consequential damages or penalties made by the arbitrator shall be final and binding on all parties.

Any arbitration fees will be shared equally by the parties in such a dispute.

PROGRAM COMPLIANCE AND CONSEQUENCES OF NON-COMPLIANCE

I. Policy

It is critical that all EWP vendors remain in compliance with EWP policies and guidelines to ensure the quality and integrity of the program. Examples of compliance requirements include:

- Adhering to the mission and legislative intent of the EWP;
- Meeting performance, administrative, and legal requirements of each EWP contract;
- Meeting format and deadline requirements for submitting pricing and other information needed for contract processing;
- Completing mandated orientation, including the “Introduction to the EWP”, for the EWP vendor staff members newly assigned to contracts;
- Timely and accurate submission of invoices to the State with copies to Maryland Works;
- Timely reimbursement of the pass-through program administrative fee to Maryland Works;
- Maintaining the required applicable ratio of individuals with disabilities to individuals without disabilities on contracts;
- Meeting obligations for purchasing BISM products;
- Timely reporting on on-site incidents (such as theft of property or on-site fighting) in relation to contracts assigned under the EWP (notification of such incidents must be immediate but no later than 24 hours after the incident);
- Timely and accurate submission of completed Employment Data Reports per EWP’s stated deadline; and,
- Timely and accurate submission of any report required as part of the EWP.
- Sign Conflict of Interest Disclosure form annually.
- Subcontract %
- Remaining in Compliance to be an Eligible EWP Vendor in the program (i.e. in good standing with the State of MD, approved by DORS)

II. Non-Compliance

Vendors not meeting EWP requirements may be considered in "non-compliance" and may be subject to all the following actions. Depending on the seriousness and frequency of non-compliance, these actions may be applied individually or in order of increasing severity.

- Delay Caused by the Vendor in the Approval of a New or Renewed Contract with Possible Threat to Contract

- This measure is normally the result of undue delays by the vendor in submitting pricing and other information needed for Pricing and Selection Committee approval of new and renewing contracts.
- Unfavorable Evaluation During Vendor Selection

Multiple criteria are considered in selecting vendors for each EWP contract. Vendors with a history of compliance lapses can expect reduced evaluation ratings in at least some of the categories used to determine contract awards as already noted in this Manual.

Please note that, barring exceptional circumstances, application of the following five actions will be preceded by a probationary period of at least 30 days in which a non-compliant vendor will have the opportunity to avoid the actions by restoring and maintaining compliance.

- Failure to complete and submit the Employment Data Report (EDR), required by the state, on a timely basis.
- Poor performance and lack of sufficient and timely corrective action.
- Failure to provide Maryland Works with notice of any safety or serious performance issues within 24 hours of their occurrence.
- Failure to provide adequate qualified on-site supervision.
- Delayed response to complaints from the end-user/s and or purchaser/s.
- Non-Consideration During Contract Selection

A vendor that is out of compliance may be removed from consideration for all future contracts.

Non-Renewal of Individual Contracts

A vendor will be denied renewal of one or more specific contracts as specified in Section XVII of the Maryland Works EWP Vendor Agreement. Maryland Works will reassign the contract(s) as set forth in the Criteria for Selection of EWP Contract Vendor.

Termination of Individual Contracts

One or more of a provider's contract(s) will be terminated with due notice as specified in Section XVII of Maryland Works EWP Provider Agreement, and Maryland Works will reassign the contract(s) as set forth in the Criteria for Selection of EWP Contract Provider.

Termination of Maryland Works/EWP Provider Agreement

If a vendor's contractual agreement with Maryland Works is terminated, the vendor will lose all EWP contracts.

Financial Reimbursement: The vendor may also be required to reimburse the State or Maryland Works for the cost necessary to rectify adverse situations. For example, if there is material damage involved or if Maryland Works staff are required to allocate inordinate time and resources because of vendor non-compliance, either entity can seek reimbursement for those costs.

Additionally, as already noted above, completion of the EWP cost analysis and approval by the Pricing and Selection Committee of the contract does not replace the vendor's responsibility regarding the accurate pricing of the costs.