



## COORDINATING COMMITTEE

**PUR-1566  
REQUEST FOR PROPOSALS  
REGARDING QUALIFICATIONS AND EXPERIENCE /  
TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR  
A JUVENILE DIVERSION PROGRAM IN WASHINGTON COUNTY, MARYLAND**

The Board of County Commissioners (BCC) of Washington County, Maryland is requesting Combined Qualification and Experience/Technical Proposals, and Price Proposals from qualified service providers to provide and implement the **JUVENILE DIVERSION PROGRAM** in Washington County, Maryland.

The Washington County Coordinating Committee will evaluate responses to this request and select those service providers judged to be responsive, most qualified and experienced. The Committee reserves the right to interview some or all prospective organizations to discuss Qualifications & Experience/ Technical Proposals and Price Proposals.

The format for submittals, information regarding the scope of work and the criteria to be used by the Committee are available from the Washington County website: <https://www.washco-md.net/purchasing-department/purch-open-invites/>, for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740, telephone 240-313-2330.

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, July 6, 2022 at 2:00 P.M., (EDT/EST)** at the Washington County Administration Complex, 100 West Washington Street, Third Floor Conference Room 3000, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged. Bidders who wish to participate in the teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

Interested parties shall submit one (1) original and five (5) copies of Qualification and Experience information with accompanying Technical Proposal, enclosed in a sealed opaque envelope marked "**Combined Q&E Proposal and Technical Proposal – PUR-1566 Juvenile Diversion Program**" and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – PUR-1566 Juvenile Diversion Program**" are due to the office of Brandi Naugle, CPPB, Buyer, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740. The proposals are due no later than **4:00 P.M., (EDT/EST), Wednesday, July 27, 2022**. The Washington County Coordinating Committee will evaluate the submittals. Failure to provide the above-required information for the Committee's review may result in disqualification of that applicant. *Facsimile or Electronic Proposals will not be accepted.*

**NOTE:** All Proposers must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Inquiries regarding this request should be directed to Brandi Naugle, CPPB – Buyer at 240-313-2330. The Board of County Commissioners of Washington County, Maryland reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

Washington County, Maryland will make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Teleconference.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, and to waive formalities, informalities and technicalities therein and to take whatever action is in the best interest of Washington County, Maryland. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County, Maryland.

By Authority of:



Rick F. Curry, CPPO  
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

Cc: Coordinating Committee



## COORDINATING COMMITTEE

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### I. INTRODUCTION

- A. The Washington County Office of Grant Management (OGM), in partnership with the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS), is seeking Combined Qualification and Experience Proposals and Technical Proposals, as well as Price Proposals from qualified human service organizations to provide a **Juvenile Diversion Program** in Washington County, Maryland. The purpose of the service to be provided is to fulfill the requirements of the County's Community Partnership Agreement (CPA) for fiscal year 2023 with the GOCPYVS.
- B. All qualified organizations are hereby invited to make submittals regarding their qualifications and experience with an accompanying Technical Proposal. In addition, they are to submit Price Proposals at this time.
- C. The Service Provider agrees to observe all state and federal laws and regulations as to disclosure of information and records on children, youth and families being served.
- D. The Grant will meet all provisions effective at the time the proposal is awarded. The following Scope of Work represents, but will not limit, the extent of service required.

### II. SCOPE OF WORK

- A. Overview of the Washington County, Maryland Juvenile Diversion Program:
  - 1. The overall goal of the Washington County, Maryland Juvenile Diversion Program is to promote the Maryland Result for Child Well-Being, "Communities are Safe for Children, Youth and Families," by streamlining the point of entry for services for delinquent youth. The program will provide case management services to youth in order to prevent at-risk youth from becoming negatively involved in the juvenile justice system. Specific objectives are as follows:
    - a. Reduce the number of first-time juvenile offenders in Washington County, Maryland entering the juvenile justice system

- b. Reduce the recidivism rate for offenders previously diverted, and
  - c. Decrease the costs of court and juvenile system services in Washington County, Maryland by diverting/redirecting youth from the system.
2. Location of Services – The Program will be in a centralized location and will be in or near the City of Hagerstown where the largest concentration of the target population is. The location should be accessible via public transportation.
  3. Collaborative Efforts – Services must include strong agency and community collaboration and involvement. It will be required that the vendor create and maintain collaborative relationships with all agencies throughout the juvenile justice system – specifically, the Department of Juvenile Services, the Washington County Sheriff’s Office, the Hagerstown Police Department, Washington County Public Schools, and other service providers.

**B. Service Components:**

The Local Management Board (LMB) is seeking proposals for a countywide Juvenile Diversion Program that provides case management services in order to prevent at-risk youth from becoming involved in the juvenile justice system. Case management services will focus on diverting juvenile offenders from the Department of Juvenile Services (DJS) to community-based programs. Service Providers will further assess the diversion eligibility of delinquent youth to determine whether the youth can be diverted from DJS to community-based programs or should be referred to DJS. The Service Providers will provide assessment, service linkage and monitoring of youth’s involvement in community-based diversion programs, as well as follow-up care. Proposed services should include:

1. The Juvenile Diversion Program will be accessible by all youth in the county, allowing referrals from all law enforcement agencies (via police reports, citations, arrests) and school systems (via school resource officer citations). All police reports and citations will be forwarded to DJS for initial review. The purpose of this review is to determine whether the youth meet basic eligibility criteria for the program. See Section III for a definition of the target population.

Following the initial eligibility review, DJS will forward police reports and citations to the Service Provider for further assessment and service linkage. Note: DJS can be contacted for a history report but will not enter youth into the DJS system.

2. Within seventy-two (72) hours of receiving a police report or citation, the Service Provider will send an intake appointment letter to the parent/guardian and youth, which specifies the alleged offense, date of alleged offense, intake appointment (date and time), and necessary documentation to bring to the intake appointment. If applicable, a letter is mailed to the victim of the alleged offense requesting any additional information they may have regarding the offense, other related circumstances and the cost of restitution, if any.

3. Conduct an intake interview with the youth and parent/guardian to determine the appropriate course of action for the alleged offense (consequences).
4. During the intake interview, assess each youth to identify substance abuse and mental health needs (using a validated screening tool). Where indicated, determine the appropriate course of action (intervention).
5. Establish a diversion contract, which addresses agreed-upon consequences and/or interventions as well as additional services/supports that may be deemed appropriate.
6. Establish and monitor all diversion placements.
7. Utilize established community-based diversion programs where appropriate and actively work to identify additional resources. Programs should include community service and well as counseling and educational sessions in the following: conflict resolution, violence prevention, mental health services, and substance abuse education/treatment.
8. Diversion should be based on a Restorative Justice philosophy which engages the eligible offender, offender's parents/guardians and the victim in the diversion process to restore the harm done and make the offender accountable for their actions, while generally avoiding formal court proceedings.
9. The services should emphasize juvenile accountability, community protection and competency development. The anticipated Length of Service (LOS) is three (3) months.

C. Program Data Collection:

The Service Provider shall collect and report indicator data and program outcome information as required by the Evaluation Contract executed with the Office of Grant Management. Data collection will be required throughout the duration of the program. The following data outcome measures are the minimum measures expected of the selected Service Provider:

1. Total number of eligible referrals to the program
2. Number of eligible referrals that agree to diversion services (must sign contract)
3. Number and percentage of youth with an identified need who are referred to mental health and/or substance abuse services and are successfully linked (successful linkage is defined as appointment scheduled or added to waitlist)
4. Number and percentage of families who report satisfaction with program services (per survey) at closure

5. Number and percentage of diverted youth that satisfy all obligations to successfully complete the diversion program
6. Number and percentage of diverted youth who avoid re-offending for one full year from completion date

These measures may be revised at the discretion of the OGM and GOCPYVS.

#### D. Parameters of the Award of Funds

1. The maximum award of \$111,819 for the Juvenile Diversion Program will tentatively commence on July 1, 2022 and end June 30, 2023 with an option by the OGM to renew the awarded Contract for up to two (2) additional years through fiscal year 2025.
2. Renewal of this agreement is at the discretion of the Local Management Board and is contingent upon the following: 1) the continual award of funds from the GOCPYVS, 2) the performance of the Service Provider, and 3) the goals/outcomes desired by the GOCPYVS and OGM.

### III. POPULATION SERVED

The program is designed to serve youth ages 10 to 17 (at time of offense) who are first-time non-violent offenders. Types of first-time offenses that may be eligible for diversion from DJS to community-based services include (but are not limited to) possession of alcohol, possession of controlled dangerous substances, theft, minor assault, minor weapons violations, computer crimes, disorderly conduct, false reports, harassment, gambling violations, possession of fireworks, littering, telephone misuse, trespassing and driving violations. First-time violent offenders and low-level repeat offenders may be considered on a case-by-case basis at the discretion of the DJS.

The Children's Cabinet places special emphasis on addressing Racial and Ethnic disparities (R/EDs). Staff at the awarded agency will be required to have some form of R/ED training if they have not done so within the previous 12 months. R/ED data must be continuously monitored to ensure the Juvenile Diversion Program is succeeding in reducing disparities among the population. As Youth of Color are overrepresented among juvenile offenders, they will be given priority status in the Diversion Program if it encounters capacity issues.

The Children's Cabinet also places special emphasis on addressing Adverse Childhood Experiences (ACEs) and applying Trauma-Informed Practices (TIPs). All juveniles referred for the Diversion Program will be screened for potential mental health issues and those with an identified need will be referred for mental health services. Staff at the awarded agency will be required to have some form of trauma-informed training if they have not done so in the previous Twelve (12) months.

### IV. SUBMITTAL INSTRUCTIONS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) -

Professional/Technical Services Selection that can be viewed at <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2022.pdf>.

No proposal preparation expense will be paid by the County relative to any response to this solicitation. The Committee shall be comprised of the County Buyer of Purchasing, OGM Director or designee, OGM Grant Manager (Chairman Designee), LMB Board Chairperson, or designee and LMB Community Planning and Review Committee Chairperson or designee. The County reserves the right to substitute Committee members, if necessary. The approval or disapproval of Service Providers will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Service Provider as to this Committee's prior knowledge of Service Provider's abilities.

- B. As a result of time constraints imposed on the Grant, the County will require interested organizations to provide concurrently 1) the Combined Qualifications and Experience (Q&E) Submittal and Technical Proposal, and 2) Price Proposal; each to be presented in separately sealed opaque envelopes. **(DO NOT INCLUDE ANY PRICE FIGURES IN THE COMBINED Q&E SUBMITTAL AND TECHNICAL PROPOSAL.)**
- C. The County shall require interested organizations to attach a cover page for each section submitted (1 - Combined Q&E Submittal and Technical Proposal, and 2 - Price Proposal) that shall include:

- Title of Proposal
- Name of Contact Person
- Name and Address of Organization Applying
- Date
- Phone Number
- E-mail

D. Combined Q&E Submittal and Technical Proposal

Applicants are encouraged to respond in the same order in which the questions are presented. Failure to respond in full to any items may eliminate Applicant from further consideration, resulting in the Price Proposal being returned unopened. Similarly, inclusion of price information expressly disallowed in the Combined Q&E Submittal and Technical Proposal will eliminate Applicant from further consideration.

1. The Q & E Submittal portion shall include responses to the following:
  - a. Applicants must designate a Lead Agency, to include: the name of the Organization and Organization's Director. *If agencies are collaborating on the delivery of services, one must assume the role of Lead Agency. The Lead Agency shall ultimately be responsible for managing overall fiscal and programmatic requirements as well as executing the Contract.* The Lead Agency will become the main contact to the OGM. For the purposes of this proposal, the term "Applicant" applies to the Lead Agency.
  - b. If applicable, Applicant must include a letter of commitment from each collaborating agency offering services or support to the program. (Specify non-applicable in the event that there are no collaborating agencies, and the Service Provider is the sole

provider of program services.) *Note: A letter of commitment details the collaborating agency's role in the provision of services, describing the exact nature of the commitment and support being provided. As such, it is **not** the same as a generic letter of support for the provided services.*

- c. Applicant must provide a listing of their Board of Directors if applicable and contract information for their Board Chairperson. (Specify non-applicable if not governed by a Board of Directors.)
  - d. Applicant must provide the names and titles of staff that will execute the contract and specify those persons responsible for the programmatic and fiscal requirements.
  - e. Applicant must provide a copy of the Lead Agency's most recent independent and certified annual audit. If not available, please submit the most recent annual fiscal report.
  - f. Applicant must provide a complete Vendor Remittance Form and W-9.
  - g. If the Applicant has **not** received funds from the OGM previously, Applicant must submit a list of three (3) references for which their organization has provided services of a similar nature in the past five (5) years. References must include the individual's name, title, company name, telephone number and contact information. A generic letter of reference does **not** meet this requirement. Washington County Government reserves the right to contact any references.
  - h. Applicant must detail their qualifications and/or experience to perform the scope of work, including any experience in providing support, guidance, advising, case management, and referral services. To what extent does the Applicant already have the resources in place to provide the proposed services?
2. The ***technical portion*** of the proposal shall include the following information.

Applicants are encouraged to respond in the same order in which the questions are presented. Failure to respond in full to any items may eliminate Applicant from further consideration, resulting in the Price Proposal portion being returned unopened. Similarly, inclusion of price information expressively disallowed in the Combined Q & E Submittal and Technical Proposal portion may eliminate Service Provider from further consideration.

- a. Describe staffing roles, functions and duties related to the proposed services.
- b. Describe staff hiring requirements including training, education and/or experience. (Detailed Job Description is acceptable)
- c. Describe intake procedures for program participants and identify what types of information will be collected.



- d. Describe what type of needs assessment tool will be used when assessing participants. Use of evidenced-based tools is encouraged.
  - e. Describe the knowledge the Service Provider has of available resources within the Community that program participants can be referred to.
  - f. Describe the data collection methods that will be utilized for both performance measure data and general data on the population.
  - g. Provide a proposed project timeline, including but not limited to:
    - i. Staff recruitment (Criminal background checks are required for all staff and volunteers working directly with children and youth under the age of 18 years old.)
    - ii. Staff orientation and training
    - iii. Program planning and start-up activities
3. The *price portion* of the proposal shall include the following information:
- a. The Applicant must complete the Proposal Form (Attachment No. 1).
  - b. The maximum award of \$111,819.00 for Fiscal Year 2023 is anticipated from the GOCPYVS.
  - c. The Service Provider must provide a detailed budget and budget narrative for each budget line item identified. Detail hourly rates charged and any projected administrative or operating expenses.
  - d. The projected budgets may include in-kind services or cash match (in-kind is defined as services or items contributed at no cost such as volunteer or staff time, office space, equipment, etc.). Please document cash and in-kind amounts using the separate columns noting estimated amounts in the pertinent line items. *In-kind and cash match is not required but can be a factor in the selection process.*
  - e. A narrative is REQUIRED for EACH line item in your budget request. If staff positions are partially dedicated to the budget, then indicate so by what percentage. Indicate whether positions are full or part time and provide specifics on the number of hours worked per week.
  - f. Please submit: A fully executed Affidavit (Attachment No. 2) executed by the Applicant, or in case the Applicant is a corporation, by a duly authorized representative of said corporation, on the form provided.
  - g. Conclusions, remarks and/or supplemental information pertinent to this request.

## V. PROGRAM REQUIREMENTS

A. Data Collection

The Service Provider must collect and report indicator data and program outcome information as required by the Evaluation Contract with the OGM. Data collection will be required during the duration of the program and at the end of each fiscal year. Information collected may include data on process measurements, number of families/children served, number of youths directly or indirectly impacted, frequency of services and program specific outcome measurements. After the initial award of funds, the Service Provider shall agree to the terms and requirements of the Evaluation Contract, which will be developed with their input.

B. Program Reporting

Program reporting may be required on a monthly, quarterly, semi-annual and annual basis as required by the OGM and the GOCPYVS. Program reports must be up-to-date, complete and submitted on time in order to receive monthly fiscal reimbursements. All program tools/templates supplied by the OGM Grant Manager must be used unless otherwise agreed upon by both parties.

C. Program Monitoring/Oversight

1. Service Providers funded through this award must make staff, records and premises available to state representatives and the OGM for monitoring and auditing purposes during and after the funding period.
2. The central point of contact for the contract is through the OGM. Direct supervision of the program is the responsibility of the OGM Grant Manager.
3. Accurate time sheets shall be kept for all personnel employed under this project.
4. Onsite meetings may be required with the Service Provider and/or program staff to proactively ensure the progress of the program. The OGM Grant Manager may review and copy any records related to the program.
5. During the term of this Contract and thereafter, Service Provider shall not release any information related to the service or performance of the services under this Contract or publish any final reports or documents without the prior written approval of the OGM, except as such release is mandated by federal or state law. Any reports, data, studies, or other materials in any form generated by or created in any way from or by the use of funds provided under this Contract shall be the sole and exclusive property of the State. In addition, any advertisement or publication pertaining to or addressing the program or programs that are the subject of this Contract and any press release prepared or issued by Service Provider regarding the program or programs, shall contain an acknowledgement of the participation of the OGM and the GOCPYVS. The OGM Grant Manager, in the exercise of his/her discretion, shall determine the nature and extent of such acknowledgement.

D. Program Modification

No program changes will be authorized without the approval of the OGM. Properly authorized program modifications will become an addendum to the Contract. The BCC hereby designates the OGM Director or his/her designee to approve or disapprove any program modifications pertaining to the following:

1. Personnel positions – includes a salary reduction or increase, increase or decrease in key program employees that deviates from the Project Budget, or a change in the Grant Director or Fiscal Director.
2. Project Scope – includes a change that affects the project scope (i.e., a change in target population or services to be provided). Minor changes shall be reported on the quarterly progress report.
3. Project Duration – includes a change in the start and end dates of the project's services.

## **VI. FISCAL REQUIREMENTS**

### **A. Overall Guidance**

1. The Fiscal guidance for this grant will originate from the State of Maryland Government, the Washington County Government, and the OGM.
2. Where requested, budget clarifications must be complete before implementation of the project may occur.
3. The Service Provider shall serve as the Fiscal Agent.

### **B. Budget**

1. Service Provider must provide a budget and budget narrative based on the OGM guidelines.
2. Service Provider must adhere to the approved budget upon award of the grant.
3. The Service Provider understands and accepts that any monies granted for specific purposes are restricted funds to be used only for project services described within the scope of the contract with the Board of County Commissioners of Washington County, Maryland (BCC).

### **C Purchasing of Equipment, Materials and Supplies**

Equipment in any form, generated or arising from the use of County funds provided under this contract is the sole and exclusive property of Washington County, Maryland and the County retains the right to claim and dispose of any equipment, building or property which has been purchased within three years of the date of the termination or non-renewal or before the asset may be considered fully depreciated, using IRS Guidelines on useful lives of assets, whichever is earlier. All equipment having an acquisition cost of Five Hundred Dollars (\$500.00) or more per unit and a useful life of more than two (2) years that is

purchased with funds received under this Contract ("Capital Equipment") shall be conspicuously labeled by Service Provider immediately after its purchase as "Property of the Washington County, Maryland Local Management Board."

Within ten (10) calendar days of the termination or non-renewal of this Contract, Service Provider shall furnish OGM with a written inventory of all Capital Equipment acquired under this Contract, per the OGM's Inventory Control Procedures.

D. Renovation/Remodeling and Capital Projects

No funds under this contract shall be made available for renovations/remodeling or capital projects unless specified written approval has been provided by the OGM.

E. Consultants

The use of consultants is recognized as being both necessary and appropriate. However, certain considerations are essential; these are outlined below.

1. Service Provider's Responsibility - Determination of the appropriate status of an individual is the sole responsibility of the Service Provider. Claims and penalties resulting from improper designation of an employee as an independent Service Provider or consultant are the responsibility of the Service Provider.
2. Prohibition of Dual Status – Officers, employees, and members of the Board of Directors of the Service Provider cannot be paid consultants to that organization.

F. Invoice and Billing

1. Invoices shall follow the same format as the approved budget.
2. Service Provider shall bill monthly for direct expenses actually incurred during the preceding month in accordance with the approved expenditures set forth in the Budget.
3. The OGM Grant Manager must receive monthly invoices by the 10<sup>th</sup> day of the month following the month for which the invoice is submitted.
4. The OGM Grant Manager may request supporting documentation for invoiced expenses at any time.
5. Unauthorized Expenditures become the liability of the Service Provider. Unauthorized expenditures include, but are not necessarily limited to:
  - a. those which cause total expenditures to exceed the amount of the approved budget;
  - b. unbudgeted expenditures;
  - c. those which differ from the approved budgeted amount (for controlled line items only, see budget modification section);

- d. those for which the Service Provider cannot provide support documentation;
- e. those that do not expressly support the scope and intent of contracted services;  
and
- f. those which are at variance to an explicit provision of the contract.
- g. Staff or employee leave time including but not limited to vacation, personal and sick leave will not be reimbursable under this project per GOCPYVS guidelines and policies.

G. Budget Modification

The Service Provider may request a Budget Modification to reallocate the existing budget at any time prior to May 1, 2023. A modification does not affect the amount of the award but may affect the total amount available for other services. A modification signed by both parties becomes an addendum to the Contract and supersedes the original budget or any intervening supplemental budget.

1. Requirement - The Service Provider must request approval in writing for a budget modification to the OGM Grant Manager for the proposed changes.
2. Approval - The OGM Director or his/her designee must approve the budget modification to authorize the contemplated change. Restrictions placed upon the OGM by the grant source will have a major impact upon the approval of the budget modification.
3. Format/Procedure - Budget modification requests should be submitted as soon as the vendor is aware that a change in the fiscal situation is going to create a problem with the current budget. These modifications, at a minimum, should contain the following information:
  - a. a narrative identifying all of the changes to the previous budget,
  - b. a narrative describing any changes to the programmatic operations, if applicable, and
  - c. a revised expenditure schedule for personnel, operating, travel, contractual, equipment, and other expenses.

H. Audit

The Service Provider agrees that the Board of County Commissioners of Washington County, Maryland, and/or its authorized representatives shall have access to and the right to audit all documents pertaining to the fiscal operation of projects which are subject of this Contract during the term of this Contract (including any renewal period) and for five (5) years after the end of the Contract. The allocation method used to assign any actual indirect costs to this Contract must be documented in detail and be made available for audit by the OGM. The Service Provider shall permit the OGM to make excerpts or transcripts

from or photocopies of all such records, as the County or State Auditor deems appropriate. The OGM may require additional fiscal reports beyond those referenced herein.

I. Additional Fiscal Reports

Unless waived or required by the State of Maryland, Service Provider shall have an independent financial audit of its operations performed annually during the term of this Contract and shall provide OGM with a copy of the auditor's report within fifteen (15) days after its receipt by Service Provider. For any twelve-month period of July 1 through June 30 in which Service Provider receives in excess of \$300,000 in State of Maryland GOCPYVS Subcabinet Funds under this Contract or other Contracts with BCC, the audit report shall include a separate schedule of the total funds received and expended or disbursed under this Contract and other Contract(s), as the case may be. The BCC may require additional fiscal reports beyond those referenced herein.

**VII. REQUIREMENTS TO BE INCLUDED IN FINAL CONTRACT**

A. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

B. Amendments and Waivers

1. This Contract constitutes the entire agreement between the parties and all other communication prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this agreement. Any amendment to this Contract must be approved in writing by both parties, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by both parties.
2. No term or conditional provision of this Contract shall be deemed waived and no breach shall be excused by the action of the parties. Any modifications to this Contract, including waiver of any conditional provision or excusing any breach in performances, shall be in writing and shall be signed by both parties. Any consent by either party to, waiver of or excuse for any different or subsequent breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

C. Non-Discrimination of Employment

The Service Provider affirms that in relation to employment and personnel practices, there shall be no discrimination because of race, age, size, religion, color, national origin, gender, marital status, physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of such employment.

D. Contingent Fee Prohibition

The Service Provider warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Service Provider, to solicit or secure this agreement, and that it 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 this agreement. For breach or violation of this warranty, the Board of County Commissioners shall have the right to annul, revoke or rescind this Contract without liability or, in its discretion, to deduct from the consideration otherwise payable to the Service Provider the full amount of such fee or other consideration.

E. Professional Liability

Service Providers must show, prior to the execution of any contract resulting from this request, evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions, and negligent acts.

F. Taxpayer Identification Number and Certification (Form W-9)

Service Providers must provide, prior to any payment made under the contract resulting from this request, evidence of a Taxpayer Identification Number. The appropriate documentation for meeting this requirement is a copy of the Service Provider's W-9 Form (Request for Taxpayer Identification Number and Certification). Note: A blank form may be obtained at [www.irs.gov](http://www.irs.gov) or from the Purchasing Department.

G. Non-Availability of Funding

If funding source fails to provide or if funds are not otherwise made available for the performance of this Contract, this Contract shall be canceled/terminated automatically as of the beginning of the period for which funds are not provided. The effect of cancellation/termination of the Contract hereunder will be to discharge both the Service Provider and Board of County Commissioners from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The Board of County Commissioners shall notify the Service Provider as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

H. Termination for Cause

If the Service Provider fails to perform any of its obligations under this Contract, including timely performance, or otherwise breaches any provision of this Contract, the Board of County Commissioners (BCC) may terminate the Contract upon seven (7) days prior written notice to the Service Provider. The notice shall specify the acts or omissions relied upon as cause for termination. The BCC shall pay the Service Provider in accordance with the terms of the Contract for work performed satisfactorily prior to termination (i.e., through the 7-day notice period). A detailed procedure will be outlined in the Contract.

I. Retention of Records

Service Provider shall retain and maintain all service/project records relating to this Contract for the period required by existing policy, as amended from time to time, as determined by applicable federal, state, or local law or regulations or if no such applicable law or regulations, by Service Provider's established internal policy. If there is no applicable law or regulation or established internal policy, then such records shall be retained and maintained for the period required by OGM in a written notice given to Service Provider within ninety (90) days after the termination of this Contract. Notwithstanding the foregoing, if services are provided under this Contract to any person under the age of eighteen (18) years, Service Provider shall retain and maintain all service/project records after termination of the Contract relating to this Contract for a period of five (5) years after the youngest recipient of services attains the age of twenty-one (21) years.

Service Provider shall retain and maintain all financial records relating to this Contract for the period during which such records are subject to audit as per the State of Maryland Policies and Procedures Manual for Local Management Boards.

All records relating to the services performed under this Contract shall be the sole and exclusive property of the State of Maryland while they are retained as required by the State of Maryland Policies and Procedures Manual for Local Management Boards.

Service Provider shall make all financial and service/project records relating to this Contract and the services performed pursuant to it available for inspection by the OGM and/or the State of Maryland or its authorized representatives at all reasonable times during the period of this Contract and during the period for which such records or any of them are required under this Contract to be retained.

J. Compliance with Laws

The Service Provider hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the American Disabilities Act of 1990, 101-336, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.

K. Liability for Lost Data

In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Service Provider, the Service



Provider shall be responsible, irrespective of cost to the Service Provider for recreating such lost data or records.

L. Subcontracting/Assignment

The Service Provider may not subcontract any portion of the services provided under this Contract without prior written approval of the OGM, acting as the agent for the Board of County Commissioners.

M. Indemnification/Non-Liability

1. The Service Provider shall save and hold harmless and indemnify the Board of County Commissioners against any liability and shall pay all judgments rendered against it for any and all loss or damages of whatever kind and nature, and for any suits, actions, or claims of any character arising from, or as a consequence of the performance of the Service Provider under this Contract including, but not limited to any liability for environmental hazards or damage, deprivation of civil rights, and loss or damage to person or property. The Service Provider shall indemnify, save and hold the Board of County Commissioners harmless for any legal liability resulting in whole or part from Service Provider's negligence. The Service Provider shall notify the Board of County Commissioners within five (5) days of any claim or suit made or filed against the Service Provider regarding any matter resulting from or relating to the Service Provider's obligations or performance under the Contract and in addition to the other obligations set out in this Article, shall cooperate, assist, and consult with the Board of County Commissioners in the defense or investigation of any claim, suit, or action made or filed against the Board of County Commissioners as a result of or relating to the Service Provider's performance under this Contract.
2. It is understood and agreed that the Board of County Commissioners, its employees, and its individual Board members shall not be liable for any acts or omissions of the Service Provider, its subcontractors, agents or assignees arising out of this contract.

N. Health Insurance Portability and Accountability Act (HIPAA)

1. Service Provider acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., as the same may be amended from time to time and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164, as may be amended from time to time. Vendor also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Health-General §4-301 et seq., as the same may be amended from time to time. This obligation includes, but is not limited to adhering to the privacy and security requirements entailed for protected health information under federal HIPAA and State MCMRA, making the transmission of all electronic information compatible with the federal HIPAA requirements, and otherwise providing good information management practices regarding all health

information and medical records.

2. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

O. Criminal Background Investigation

The Service Provider shall have on file a completed criminal background investigation for each employee, subcontractor or assignee having direct contact with children and will also be responsible for complying with Sections 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland. In addition, it is required that criminal background investigations are obtained for volunteers working directly with children. As evidence of compliance with this requirement, the Service Provider will provide written notification to the OGM certifying the name of each employee, subcontractor or assignee under the project for which completed criminal background investigations are on file.

P. Independent Service Provider Status

The Service Provider is an independent Service Provider and neither the Service Provider nor its employees, agents, nor representatives of Board of County Commissioners shall be considered employees, agents or representatives of the Board of County Commissioners. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association between Board of County Commissioners and the Service Provider. From any amount due the Service Provider, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax is the responsibility of the Service Provider.

Q. Additional Terms

Service Provider shall accept such additional terms and conditions governing its use of funds received or its performance of services under this Contract as may be imposed by the County to conform to the requirements of Federal, State, and/or local law.

## VIII. CONTRACT PERIOD

- A. The contract entered into pursuant to this Request for Proposals shall commence July 1, 2022 and end on June 30, 2023 with an option by the OGM to renew the awarded Contract for up to two (2) additional years through fiscal year 2025.

- B. The Service Provider shall not consider any right of the County to extend the initial contract term to constitute or imply any obligation by the County to renew the Contract.

## **IX. COMPENSATION TO THE SERVICE PROVIDER**

For the aforementioned services described, the Service Provider shall be compensated monthly as specified, under Section VI. Fiscal Requirements. The attached Proposal Form (Attachment No. 1) must be completed and submitted in the format shown.

## **X. LIQUIDATED DAMAGES**

- A. The OGM, acting on behalf of the BCC, may withhold payments and/or deem expenditures unauthorized (in which case unauthorized expenditures become the liability of the Service Provider) for any of the following reasons:
1. expenditures, which cause total to exceed the amount of the approved budget;
  2. unbudgeted expenditures;
  3. expenditures that differ from the approved budgeted amount (for controlled line items only, see budget modification section);
  4. expenditures for which the Service Provider cannot provide support documentations;
  5. expenditures that do not expressively support the scope and intent of the contracted services; and
  6. expenditures that are at variance to an explicit provision of the contract.

## **XI. AFFIDAVIT**

Each Price Proposal must be accompanied by a fully executed affidavit (Attachment No. 2) executed by the Applicant, or in case the Applicant is a corporation, by a duly authorized representative of said corporation, on the form provided.

## **XII. BILLING AND PAYMENT**

Approved invoices shall be paid within thirty (30) calendar days of receipt of a proper invoice. Payment will be made for work satisfactorily completed unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

## **XIII. SERVICE PROVIDER SELECTION PROCESS**

- A. The Washington County Coordinating Committee will evaluate responses to this request and select those organizations judged to be most qualified and experienced.

- B. It is the County's intent to open and review each applicant's Combined Q&E Submittal and Technical Proposal to determine qualifications and experience as they relate to the proposed services. If the Coordinating Committee determines that an applicant's Combined Q&E Submittal and Technical Proposal is acceptable, the envelope containing the applicant's Price Proposal will then be opened.
- C. While the lowest responsive Price Proposal will not necessarily be the basis of selection, cost will be a consideration in the selection process. The Board of County Commissioners also reserves the right to award multiple contracts with the first priority being proposals that demonstrate the capacity and experience to perform the Scope of Work as described herein.
- D. Since it is the County's desire to select the most qualified Service Provider, the Coordinating Committee reserves the right to schedule oral presentations, of those organizations it deems most qualified, to take place within ten (10) calendar days following notification.
- E. Selection criteria to be used by the Committee are:
  1. Responsiveness to the scope of work and instructions;
  2. If applicable, past performance of the organization including contract compliance, timely completion of timeline tasks, compliance with scope of work performed within budgetary limitations, timely and accurate submission of reports/invoices;
  3. Oral presentations, if required;
  4. Organization's capacity to perform the proposed scope of work;
  5. Price Proposal, including in-kind or cash match contributions.
  6. Submitted Project Timeline.

#### **XIV. INSURANCE REQUIRED**

- A. The successful Service Provider must show, prior to the execution of the Agreement, evidence of appropriate insurance as outlined in the attached copy of Washington County, Maryland's Policy of Insurance Requirements for Independent Contractors (Attachment No. 3).
- B. The successful Service Provider must show evidence of Professional Liability Insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate annually prior to execution of a contract.
- C. Failure to maintain such insurance shall be grounds for immediate termination of the contract.

#### **XV. PRE-PROPOSAL CONFERENCE/TELECONFERENCE**

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, July 6, 2022 at 2:00 P.M., (EDT/EST)** at the Washington County Administration Complex, 100 West Washington Street, Third Floor Conference Room 3000, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged. Bidders who wish to participate in the teleconference, please call 240-313-2330 for further instructions.

**NOTE: All Proposers must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.**

## **XVI. TERMS AND CONDITIONS**

- A. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred twenty (120) calendar days; to sell to the County the services set forth in the above scope of required services.
- B. By submitting a proposal, the Service Provider agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- C. Service Providers are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., General Provisions Article, Title 4. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to General Provisions § 4-335, the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed a trade secret or commercial information must be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- D. The BCC reserves the right to request clarification of information submitted and to request additional information of one or more organizations as it may reasonably require and may require interviews.
- E. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the BCC may reject the bidder's bid."

- F. The BCC reserves the right to reject any or all proposals or to award the contract to the next recommended Service Provider if the Service Provider does not acknowledge acceptance of the award within fifteen (15) calendar days after notice of award.
- G. The selected Service Provider will be required to enter into a contract agreement with the BCC. Any agreement or contract resulting from the acceptance of proposal shall be on forms approved by the County and shall contain, at a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- H. The Service Provider shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- I. The Service Provider shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the OGM, acting as the agent for the Board of County Commissioners.
- J. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.
- K. Any Service Provider press releases regarding the proposed project must include reference to the OGM as the funding source(s).
- L. Political Contribution Disclosure: In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$90,000 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. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- M. The Service Provider shall not make available to any individual or organization reports, information, or data given to or prepared by the Service Provider under this Contract without the prior written consent of the OGM.
- N. The County reserves the right to not hold discussions after award of the contract.

## **XVII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS**

It is the Contractor's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any contractor find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request in writing an interpretation from: Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, Maryland 21740-4748, FAX: 240-313-2331; or send questions in Microsoft Word platform via e-mail to: [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net).

All necessary interpretations will be issued to all contractors in the form of addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 4:00 P.M., (EDT/EST), Wednesday, July 13, 2022 may not be considered.** Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Buyer to all interested parties.

## **XVIII. PROPOSALS AND AWARD SCHEDULE**

- A. The approval or disapproval of Service Providers will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Service Provider as to this Committee's prior knowledge of his abilities.
- B. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- C. Proposals cannot be altered or amended after they are opened.
- D. Proposals must give the full name and address of Offeror, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- E. Technical Proposals and/or Price Proposals, which accompany any submittal that is determined to be unacceptable or non-responsive to the Coordinating Committee at any phase of the evaluation process, will be returned unopened to the Service Provider.
- F. It is expected that the contract award will be made within forty-five (45) calendar days after the receipt of proposals. The contract will be awarded to the Service Provider whose proposal, conforming to this request; will be the most advantageous to the County. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in the RFP.

## **XIX. SUBMITTAL DEADLINE**

One (1) original and five (5) copies of submittals of Qualifications and Experience information with accompanying Technical Proposal, enclosed in a sealed opaque envelope marked "**Combined Q & E Submittal and Technical Proposal – PUR-1566 Juvenile Diversion Program**" and one (1) original and five (5) copies of the price proposal enclosed in a separately

sealed opaque envelope marked "**Price Proposal – PUR-1566 Juvenile Diversion Program**" are due into the Office of Brandi Naugle, CPPB – Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M., (EDT/EST), Wednesday, July 27, 2022**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that organization.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County, Maryland. The Board of County Commissioners of Washington County, Maryland also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

Sincerely,



Rick F. Curry, CPPO  
Director of Purchasing

WASHINGTON COUNTY  
COORDINATING COMMITTEE



**PUR-1566  
PROPOSAL FORM**

**JUVENILE DIVERSION PROGRAM**

The Organization Of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_ at the following lump sum contract prices (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.):

\_\_\_\_\_ DOLLARS/CENTS (\$ \_\_\_\_\_)  
(Written) (Figures)

**CONDITIONS OF THE PROPOSAL:** It shall be understood that by submission of this proposal, the Service Provider agrees to all of the conditions of the Request for Proposal (RFP) dated and any Addenda issued thereto and referenced above. **LIQUIDATED DAMAGES** of One Hundred Fifty (\$150.00) Dollars per calendar day will be assessed against the Service Provider for failure to comply with the schedule as set forth in the RFP. Any increases in the Scope of Work authorized by the OGM Grant Manager or conditions encountered beyond the Service Provider's control will be given due consideration in the event that Liquidated Damages become an issue.

**SERVICE PROVIDER MUST SIGN HERE**

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT NO. 1

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

Name & Title Printed: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Employer Identification No. \_\_\_\_\_

**EXCEPTIONS** (If no exceptions are taken, state NONE): \_\_\_\_\_

***For Informational Purposes Only:*** Has your firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

ATTACHMENT NO. 2

WASHINGTON COUNTY, MARYLAND  
PURCHASING DEPARTMENT  
AFFIDAVIT

(Must be completed, signed, and submitted with the Proposal.)

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Proposal Number **(PUR-1566)** \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office in the above  
(Month) (Year)  
named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, Maryland, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County, Maryland have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County, Maryland have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME PRINTED

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**POLICY TITLE:** Insurance Requirements for Independent Contractors

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:** \_\_\_\_\_

**I. PURPOSE**

To protect Washington County, Maryland against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County, Maryland.

**II. ACTION**

The following should be inserted in all Independent Service Provider Contracts:

"The Service Provider shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Service Provider agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Service Provider shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name the Board of County Commissioners of Washington County, Maryland on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County, Maryland.

2. **Comprehensive General Liability Insurance**

The Service Provider is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Service Provider shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

**Certificate(s) of Insurance:** The Service Provider shall provide certificates of insurance requiring a 30-day notice of cancellation to the Purchasing Department, Board of County Commissioners of Washington County, Maryland prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Service Provider. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Service Provider.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Service Provider.

**General Indemnity:** The Service Provider shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Service Provider, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997

**PUR-1566  
JUVENILE DIVERSION PROGRAM**

**REQUEST FOR PROPOSALS CHECKLIST**

The following list is to serve as a quick checklist for submittals (please refer to the referenced sections in the Request for Submittals for complete detail for each item):

**PART 1) COMBINED QUALIFICATIONS AND EXPERIENCE (Q & E) SUBMITTAL  
AND TECHNICAL PROPOSAL**

***Qualifications and Experience Portion:***

- Cover Page
- Designated Lead Agency and Director
- If Applicable, Letters of Commitment from Collaborating Agencies
- If Applicable, Listing of Board of Directors and Contact Information for Board Chair
- Names, Titles and Contact Information of Organization Staff for Programmatic and Fiscal Requirements
- Most Recent Audit (Preferably) or Annual Fiscal Report
- Completed and Up to Date Vendor Remittance Form and W-9
- Listing of Three References, if Required
- Consumer Confidentiality Policy
- Detail of Experience Related to the Subject of this RFP

***Technical Portion:***

- Cover Page
- Description of Staffing Roles, Functions and Duties
- Description of Staffing Requirements
- Description of Intake Procedures for Program Participants
- Description of Needs Assessment Tool that will be Used when Assessing Families
- Description of Community Resources Available
- Descriptions of Data Collection Methods to be Utilized
- Project Timeline
- Conclusions, Remarks, and/or Supplemental Information, if Desired

**PART 2) PRICE PROPOSAL**

***Price Portion:***

- Cover Page
- Proposal Form (Attachment 1)
- Detailed Budget in Requested Budget Lines
- Detailed Budget Narrative for Each Line
- Affidavit (Attachment 2)
- Supplemental Information, if Desired

***Note:*** No submittal is required for Attachment No. 3 (Insurance Requirement for Independent Contractors) for the RFP. It will be required later, upon award of the selected Service Provider.

**GOVERNMENT WIDE  
DEBARMENT AND SUSPENSION**

**Background and Applicability:**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name \_\_\_\_\_

Signature of Contractor's Authorized Official \_\_\_\_\_

Printed Name of Contractor's Authorized Official \_\_\_\_\_

Printed Title of Contractor's Authorized Official \_\_\_\_\_

Date \_\_\_\_\_