



COORDINATING COMMITTEE

100 West Washington Street, Room 320 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
www.washco-md.net

PUR-1312 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS AND EXPERIENCE /TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR THE PROVISION OF RURAL OUT-OF-SCHOOL TIME INITIATIVE IN WASHINGTON COUNTY, MARYLAND

The Board of County Commissioners (BCC) of Washington County, Maryland is requesting Combined Qualifications and Experience/Technical Proposals, and Price Proposals from qualified service providers to provide and implement the **Rural Out-of-School Time Initiative** in Washington County.

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 selection criteria used by the Committee is available either from the Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland 21740-4748, telephone 240-313-2330 or from the Washington County website: www.washco-md.net by accessing the “**Services / Bid Invitations / Purchasing**”. Inquiries should be directed to Karen R. Luther, CPPO, Director of Purchasing, at the above address.

A Pre-Proposal Conference will be held at **2:00 P.M. on Thursday, March 31, 2016** at the Washington County Administration Building, 100 West Washington Street, Third Floor Conference Room #325, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference is not required, but is strongly encouraged.

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 – Rural Out-of-School Time Initiative**” and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked “**Price Proposal – Rural Out-of-School Time Initiative**” are due to the office of Karen R. Luther, CPPO, Director of Purchasing, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, MD 21740-4748. The proposals are due no later than **4:00 P.M. (local time, EDT), Thursday, April 21, 2016**. 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.

NOTE: All Proposers must enter the County Administration Building through the front door, 100 West Washington Street entrance, 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 now controlled by a door access system.

Washington County 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 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 Conference.

Inquiries regarding this request should be directed to Karen Luther, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County 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. 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. 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.

By Authority of:



Karen R. Luther, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



COORDINATING COMMITTEE

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PUR-1312
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE,
TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR
RURAL OUT-OF-SCHOOL TIME INITIATIVE
IN WASHINGTON COUNTY, MARYLAND

March 23, 2016

I. INTRODUCTION

- A. The Washington County Office of Community Grant Management (OCGM), in partnership with the Governor's Office for Children, is seeking Combined Qualification and Experience Proposals and Technical Proposals, as well as Price Proposals from qualified human service organizations to provide and implement a **Rural Out-of-School Time Initiative** in Washington County. The purpose of the service to be provided is to fulfill the requirements of the County's Community Partnership Agreement (CPA) for fiscal year 2017 with the Governor's Office for Children (GOC).
- 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 Contractor 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

At risk children, youth and families residing in rural areas of Washington County are sometimes underserved. This has held true for out-of-school time programming in the rural towns of Cascade, Hancock and Williamsport. The Rural Out-of-School Time Initiative (ROSTI) is a strategy directed toward meeting the out-of-school time needs of at-risk children, youth and families in these areas.

A. Overview of the Rural Out-of-School Time Initiative (ROSTI)

1. Minimum Requirements:

- a. The ROSTI will provide safe, nurturing school-based and/or community-based out-of-school time environments that offer supervision and alternative activities for a minimum of 15 hours a week during the school year for a minimum of:
 - 1) 45 at-risk elementary, middle and high school-age children and youth in Cascade;
 - 2) 45 at-risk elementary, middle and high school-age children and youth in Hancock;
 - 3) 45 at-risk elementary, middle and high school-age children and youth in Williamsport.
- b. Services will be provided for children and youth considered at risk for entering the juvenile justice system, which is further defined in Section III. POPULATION SERVED.
- c. In addition to after school hours, vendors are encouraged, whenever possible, to provide ROSTI on days on which school may be closed (i.e. professional days, inclement weather days, etc.).

2. Program Design:

- a. The program should incorporate several core components:
 - 1) The children, youth and families will be provided an opportunity to be involved in the program planning.
 - 2) The ROSTI will provide time for homework completion and staff will assist participants with homework.
 - 3) Nutritious snacks and/or meals will be provided to participants during each program day. The ROSTI will be required to participate in the federal nutrition programs for which the lead agency is eligible. Information will be provided to families on the Food Supplement Program, the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Free and Reduce School Meals Program and the Earned Income Tax Credit (EIC) Program.
 - 4) Recreational and physical activities will be provided a minimum of 30 minutes total during each program day.

- 5) The ROSTI will provide structured, curricula-based activities for the remainder of the program day that connects to but does not repeat school day learning. The curricula should integrate academic skills with engaging hands-on activities. Projects and curricula are chosen based on the needs of the participants and/or targeted outcomes for the program. Learning opportunities must be developmentally appropriate. Programs that serve older youth should have increased opportunities for leadership and participation in decision-making as well as a focus on career and college readiness.
 - 6) The ROSTI will plan and facilitate activities on at least a quarterly basis that encourage parental/family involvement.
 - 7) The ROSTI shall be offered at low or no cost to families. Any fees must be approved in writing by the OCGM prior to implementation.
- b. The ROSTI should:
- 1) have a well-designed schedule that apportions time appropriately between activities and that is shared in advance with staff, families and participants;
 - 2) delineate a detailed plan for transition to and from the school day, in between activities and for orderly and safe dismissal; and
 - 3) have appropriate staff-to-student ratios for activities (recommend 10 to 1 for academic, 15 to 1 for general activities).
3. Program Quality and Accountability:
- a. The ROSTI will adopt and apply the Maryland Out-of-School Time (MOST) Quality Standards Framework – sharing and reviewing the framework with all staff in the program. Information regarding MOST can be found at:
www.mdoutofschooltime.org/uploads/MOST_Standard_Core_Final_2010.pdf
 - b. The ROSTI will participate in the statewide Quality Improvement System – including, but not limited to, all required trainings, professional development opportunities and internal and external assessments.
 - c. The ROSTI will offer an opportunity for youth to demonstrate and document mastery of skills (as related to targeted outcomes for program).

4. Required Data Collection:

- a. The vendor shall provide proposed detailed outcomes or goals of the Rural Out-of-School Time Initiative (ROSTI). Performance Measures will be provided annually by the Office of Community Grant Management (OCGM) and the vendor will be required to submit Performance Measure reports quarterly to the OCGM Grant Manager. Examples of the types of measures include, but are not limited to the following:
- 1) Number of unduplicated children and youth served
 - 2) Average daily attendance of out-of-school program per site
 - 3) Number of staff at each site
 - 4) Number of staff completing YPQA Basics Training
 - 5) Number of hours of structured supervised activities available per child (calculated as hours per day x number of operational days)
 - 6) School attendance rate for children and youth participating in the out-of-school time program
 - 7) Attendance rates for student bodies at schools of participating children and youth
 - 8) Number and percent of children with one or more “at-risk” characteristics as defined in Section III. POPULATION SERVED.
- b. In addition to the Performance Measures, the vendor will collect and submit any other relevant data requested by the Office of Community Grant Management.

B. Parameters of the Award of Funds

1. The maximum award of \$105,000 for the Rural Out-of-School Time Initiative (ROSTI) will begin on August 1, 2016 and end June 30, 2017 with an option by the OCGM to renew the awarded Contract for up to one (1) additional year through fiscal year 2018.
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 GOC, 2) the performance of the Contractor and 3) the goals/outcomes desired by the GOC.

III. POPULATION SERVED

- A. The ROSTI will provide services for children and youth considered at-risk for entering the juvenile justice system; therefore, at least 51% of enrollees should have two or more of the following documentable characteristics:
1. Free and Reduced Meals recipient
 2. Poor academic performance
 3. Poor daily school attendance
 4. Previous history of disciplinary actions
 5. Family history of substance use/abuse
 6. Mental health diagnosis or developmental disability/delay
 7. Household income is at or below 200% of poverty level
 8. Residing with a single parent
 9. Parent has been/or is currently incarcerated
 10. High level of parent/child conflict
 11. Involved in the Diversion Program or Juvenile Services
 12. Maladaptive/bullying behaviors
 13. Gang or pseudo gang involvement

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 <http://www.washco-md.net/purchasing/pdf/ProcurementPolicy.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 Director of Purchasing (Chairman Designee), OCGM Director, OCGM Grant Manager, 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 Contractors will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Contractor as to this Committee's prior knowledge of Contractor'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 Organization Applying
 - Name of Contact Person
 - 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 OCGM. 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 Contractor 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 will provide a complete Vendor Remittance Form and W-9
 - g. Applicant must submit a copy of their incorporation status from the State of Maryland Department of Taxation and Assessment's SDAT website.
 - h. If the Applicant has **not** received funds from the OCGM 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.
 - i. Applicants who will be collecting/documenting confidential information on individuals must provide a copy of their Consumer Confidentiality Policy. Applicants who do not currently have a Consumer Confidentiality Policy must acknowledge in this submittal that a written policy will be developed for approval by the OCGM Grant Manager prior to service implementation.
 - j. Applicant must briefly detail their experience to meet the requirements of this Request for Proposals, including any experience in providing safe, nurturing, school-based and community-based environments that offer supervision and alternative activities for at-risk children and youth in rural communities during out-of-school time. 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 expressly disallowed in the Combined Q & E Submittal and Technical Proposal portion may eliminate Contractor from further consideration.

- a. Describe the safe, nurturing, school-based and community-based out-of-school time environments in which your organization will offer supervision and alternative activities for at-risk elementary, middle and

high school-age children and youth in Cascade, Hancock and Williamsport. Please include at a minimum the following:

- 1) Indicate the number of elementary, middle and high-school age children and youth to be served in Cascade, Hancock and Williamsport.
 - 2) Description of location of out-of-school time opportunity. (If location of the out-of-school time opportunity is school-based, please explain where the out-of-school time opportunity will be provided when schools are closed.)
 - 3) Specification of the referral, application and screening process.
 - 4) Description of how children, youth and families to be served will be involved in program planning.
 - 5) Description of activities to be provided (refer to Section II. SCOPE OF WORK).
 - 6) Inclusion of a sample activity calendar.
 - 7) Description of the service provisions (refer to Section II. SCOPE OF WORK) in terms of duration (total number of days of service), frequency (hours and days per week) and operational calendar (time of year services are offered).
 - 8) Description of how transportation to and from the program will be achieved (if applicable).
 - 9) Description of staffing roles, functions and duties related to the proposed services (include staffing ratios and number of expected participants in groups).
 - 10) Description of staff hiring requirements including training, education and/or experience.
 - 11) Description of trainings that staff will be provided to equip them properly for their responsibilities (CPR and First Aid, etc.).
 - 12) Description of how the Maryland Out-of-School Time (MOST) Quality Standards Framework will be utilized in the development of the program.
- b. Provide a proposed project timeline, including but not limited to:
- 1) Staff recruitment

- 2) Staff orientation and training – Before beginning work with program participants, each staff member must receive at a minimum, an orientation to the program including: training in CPR and First Aid and other training as appropriate to their responsibilities
 - 3) Staffing requirements (Criminal background checks and child abuse and neglect background checks are required for all staff working directly with children and youth under the age of 18 years old.)
 - 4) Program planning and start-up activities
 - 5) Participant recruitment
 - 6) Service implementation
 - 7) Pre and post program evaluations for participants
- c. Conclusions, remarks and/or supplemental information pertinent to this request.
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 \$105,000 for Fiscal Year 2017 is anticipated from the Governor’s Office for Children.
 - c. The Contractor must provide a detailed budget and budget narrative for each budget line item identified. A maximum of 5% is allowed for indirect expenses.

Please complete the documents in Attachment No. 2, Sections A-F to allocate expenses where applicable for your projected FY 2017 budget.
 - d. The projected budgets may include in-kind services (in-kind is defined as services or items contributed at no cost such as volunteer or staff time, office space, equipment, etc.). Please document in-kind amounts using a separate in-kind column noting estimated amounts in the pertinent line items. *In-kind 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. 3) 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 Contractor must collect and report indicator data and program outcome information as required by the Evaluation Contract with the OCGM. 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 youth directly or indirectly impacted, frequency of services and program specific outcome measurements. After the initial award of funds, the Contractor 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 OCGM and the Governor's Office for Children. 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 OCGM Grant Manager must be used unless otherwise agreed upon by both parties.

C. Program Monitoring/Oversight

1. Contractors funded through this award must make staff, records and premises available to state representatives and the OCGM for monitoring and auditing purposes during and after the funding period.
2. The central point of contact for the contract is through the OCGM. Direct supervision of the program is the responsibility of the OCGM Grant Manager.
3. Accurate time sheets shall be kept for all personnel employed under this project.
4. Onsite meetings may be required with the Contractor and/or program staff to proactively ensure the progress of the program. The OCGM Grant Manager may review and copy any program records related to the Rural Out-of-School Time Initiative.
5. During the term of this Contract and thereafter, Contractor 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 OCGM, 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 Contractor regarding the program or programs, shall contain an acknowledgement of the participation of the OCGM and the Governor’s Office for Children. The OCGM 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 OCGM. Properly authorized program modifications will become an addendum to the Contract. The BCC hereby designates the OCGM 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 OCGM.
2. Where requested, budget clarifications must be complete before implementation of the project may occur.
3. The Contractor shall serve as the Fiscal Agent.

B. Budget

1. Contractor must provide a budget and budget narrative based on the OCGM guidelines.
2. Contractor must adhere to the approved budget upon award of the grant.

3. The contractor 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 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 Contractor immediately after its purchase as “Property of Washington County, Maryland.”

Within ten (10) calendar days of the termination or non-renewal of this Contract, Contractor shall furnish OCGM with a written inventory of all Capital Equipment acquired under this Contract, per the OCGM’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 OCGM.

E. Consultants

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

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

F. Invoice and Billing

1. Invoices shall follow the same format as the approved budget.
2. Contractor 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 OCGM Grant Manager must receive monthly invoices by the 10th day of the month following the month for which the invoice is submitted.
4. The OCGM Grant Manager may request supporting documentation for invoiced expenses at any time.
5. Unauthorized Expenditures become the liability of the Contractor. 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 Contractor 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 GOC guidelines and policies.

G. Budget Modification

The Contractor may request a Budget Modification to reallocate the existing budget any time prior to the expiration of the contract. 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 Contractor must request approval in writing for a budget modification to the OCGM Grant Manager for the proposed changes.
2. Approval - The OCGM Director or his/her designee must approve the budget modification to authorize the contemplated change. Restrictions placed upon the OCGM 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 Contractor 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 OCGM. The Contractor shall permit the OCGM to make excerpts or transcripts from or photocopies of all such records, as the County or State Auditor deems appropriate. The OCGM may require additional fiscal reports beyond those referenced herein.

I. Additional Fiscal Reports

Unless waived or required by the State of Maryland, Contractor shall have an independent financial audit of its operations performed annually during the term of this Contract and shall provide OCGM with a copy of the auditor's report within fifteen (15) days after its receipt by Contractor. For any twelve-month period of July 1 through June 30 in which Contractor receives in excess of \$300,000 in State of Maryland Governor's Office for Children (GOC) 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 Contractor 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 Contractor 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 Contractor, 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 Contractor the full amount of such fee or other consideration.

E. Professional Liability

Contractors 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)

Contractors 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 Contractor's W-9 Form (Request for Taxpayer Identification Number and Certification). Note: A blank form may be obtained at 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 Contractor 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 Contractor 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 Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

H. Termination for Cause

If the Contractor 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 Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The BCC shall pay the Contractor 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

Contractor 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 Contractor'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 OCGM in a written notice given to Contractor 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, Contractor 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.

Contractor 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.

Contractor shall make all financial and service/project records relating to this Contract and the services performed pursuant to it available for inspection by the OCGM 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 Contractor 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 Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor for recreating such lost data or records.

L. Subcontracting/Assignment

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

M. Indemnification/Non-Liability

1. The Contractor 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 Contractor 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 Contractor shall indemnify, save and hold the Board of County Commissioners harmless for any legal liability resulting in whole or part from Contractor's negligence. The Contractor shall notify the Board of County Commissioners within five (5) days of any claim or suit made or filed against the Contractor regarding any matter resulting from or relating to the Contractor'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 Contractor'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 Contractor, its subcontractors, agents or assignees arising out of this contract.

N. Health Insurance Portability and Accountability Act (HIPAA)

1. Contractor 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 Contractor 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 Contractor will provide written notification to the OCGM certifying the name of each employee, subcontractor or assignee under the project for which completed criminal background investigations are on file.

P. Independent Contractor Status

The Contractor is an independent contractor and neither the Contractor 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 Contractor. From any amount due the Contractor, 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 Contractor.

Q. Additional Terms

Contractor 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 August 1, 2016 and end on June 30, 2017 with an option by the OCGM to renew the awarded Contract for up to one (1) additional year through fiscal year 2018.
- B. The Contractor 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 CONTRACTOR

For the aforementioned services described, the Contractor 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 OCGM, acting on behalf of the BCC, may withhold payments and/or deem expenditures unauthorized (in which case unauthorized expenditures become the liability of the Contractor) 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 Contractor 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. 3) 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. CONTRACTOR 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 Contractor, 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 contributions.
6. Submitted Project Timeline.

XIV. INSURANCE REQUIRED

- A. The successful contractor must show, prior to the execution of the Agreement, evidence of appropriate insurance as outlined in the attached copy of Washington County's Policy of Insurance Requirements for Independent Contractors (Attachment No. 4).
- B. The successful contractor 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

A Pre-Proposal Conference will be held at **2:00 P.M., (local time, EDST) on Thursday, March 31, 2016** at the Washington County Administration Building, 100 West Washington Street, Third Floor Conference Room 325, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference is not required, but is strongly encouraged. It is the Contractor's responsibility to become familiar with all information necessary to prepare a proposal.

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 Contractor 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. Contractors 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 Contractor if the Contractor does not acknowledge acceptance of the award within fifteen (15) calendar days after notice of award.
- G. The selected Contractor 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 Contractor 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 Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the OCGM, 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 Contractor press releases regarding the proposed project must include reference to the OCGM 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 \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. 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 Contractor shall not make available to any individual or organization reports, information, or data given to or prepared by the Contractor under this Contract without the prior written consent of the OCGM.
- 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 should at once request in writing an interpretation from: Karen R. Luther, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Room 320, Hagerstown, Maryland 21740-4748, **FAX: 240-313-2331**. 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. (local time, EDST), Thursday, April 7, 2016 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 Director of Purchasing to all interested parties.

XVIII. PROPOSALS AND AWARD SCHEDULE

- A. The approval or disapproval of Contractors will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Contractor 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 Contractor.
- 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 Contractor 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 – Rural Out-of-School Time Initiative**" and one (1) original and five (5) copies of the price proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – Rural Out-of-School Time Initiative**" are due into the Office of Karen R. Luther, CPPO - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland, 21740-4748, no later than **4:00 P.M. (local time, EDST), Thursday, April 21, 2016**. 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.

Inquiries regarding this request should be directed to **Karen Luther, CPPO - Director of Purchasing** at **240-313-2330**. The Board of County Commissioners of Washington County 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. The Board of County Commissioners of Washington County 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,



Karen R. Luther, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

KRL/jem

Attachments (5)

cc: Coordinating Committee Members

PUR-1312
RURAL OUT-OF-SCHOOL TIME INITIATIVE

PROPOSAL FORM

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 (\$ _____)
(Written) (Figures)

CONDITIONS OF THE PROPOSAL: It shall be understood that by submission of this proposal, the Contractor agrees to all of the conditions of the Request for Proposals (RFP) dated **March 23, 2016** 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 Contractor for failure to comply with the schedule as set forth in the RFP. Any increases in the Scope of Work authorized by the OCGM Grant Manager or conditions encountered beyond the Contractor's control will be given due consideration in the event that Liquidated Damages become an issue.

CONTRACTOR 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: _____

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

Budget Justification:

Describe how the budget reflects the funding needed based upon the work-plan and timeline for implementation.

Program Budget					
Expenditure Category Total	Requested Funds	Local Cash Match	Other Funding Sources	In-kind Match	TOTAL
A. Personnel					
B. Operating Expenses					
C. Travel					
D. Contractual Services					
E. Equipment					
F. Other					
TOTAL					

Justification and/or Explanation of Above: (Attach additional sheet if necessary.)

Please include any indirect costs in line F. Other. Please note there is a cap of 5% for indirect costs.

Category A – PERSONNEL

Includes salaries, Social Security contributions, and fringe benefits for personnel required to implement the project including full or part-time contractual staff (excluding consultants, which shall be listed in Category D).

Description of Position	Annual Salary or Daily Rate	Percent of Time or Number of Days	TOTAL
Sub-Total			
*Social Security & Fringe Benefits %			
TOTAL Personnel Expenses			

*Social Security contributions and fringe benefits should not to exceed 30%.

Justification and/or Explanation of Above: (Attach additional sheet if necessary.)

Category B - OPERATING EXPENSES

Project Supplies, Rental Space, Printing and Communications

Communication expenses include items such as telephone, fax, postage, photocopying and other expenditures.

Operating Expense	Cost/Unit	Quantity	TOTAL
Office Supplies			
Stationery			
Printing			
Rental Space (including rate/ sq. ft.)			
Communication Expenses			
Postage			
Telephone			
Fax			
Photocopying			
Miscellaneous			
TOTAL Operating Expenses			

Justification and/or Explanation of Above: (Attach additional sheet if necessary.)

Category C - TRAVEL

Travel expenses may include mileage and/or other transportation costs, meals, and lodging consistent with the local jurisdictions/travel regulations and cannot exceed the State of Maryland reimbursement rate (54 cents per mile effective 1/1/16).

Type of Travel Expense (Indicate appropriate rate/rates)	Cost/ Travel	Quantity	TOTAL
TOTAL Travel Expenses			

Justification and/or Explanation of Above: (Attach additional sheet if necessary.)

Category D - CONTRACTUAL SERVICES

For each contract, enter the nature of the service to be provided and the basis for computing the proposed expense. Consultant contracts for planning activities, training or evaluation shall be included here.

Description of Contractual Services	Rate	Quantity	TOTAL
TOTAL Contractual Services			

Justification and/or Explanation of Above: (Attach additional sheet if necessary.)

Category F - OTHER

Include all other anticipated expenditures which are not included in the previous categories.

Type of Expense	Cost	TOTAL
TOTAL Expenses		

Justification and/or Explanation of Above: (Attach additional sheet if necessary)

WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

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

Contractor _____

Address _____

Telephone _____ Proposal Number (PUR-1312)

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
named Contractor and I affirm the following:
(Month) (Year)

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, 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 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
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 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.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor 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 Contractor 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 Contractor 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 Washington County 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.

2. **Comprehensive General Liability Insurance**

The Contractor 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 Contractor 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 Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County 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 Contractor. 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 Contractor.

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 Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, 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 Contractor, 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-1312
RURAL OUT-OF-SCHOOL TIME INITIATIVE**

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
- Indication Of The Number Of Children And Youth To Be Served
- Description Of Location Of Out-Of-School Time Opportunity
- Specification Of Referral, Application And Screening Process
- Description Of How Children, Youth And Families To Be Served Will Be Involved In Planning
- Description Of Activities To Be Provided
- Inclusion Of A Sample Activity Calendar ‘
- Description Of How Transportation To And From Program Will Be Achieved (If Applicable)
- Description Of Staffing Roles, Function And Duties
- Descriptions Of Staff Hiring Requirements Including Training, Education and/or Experience
- Description Of Trainings That Staff Will Be Provided To Equip Them For Job Responsibilities
- Description Of How The Maryland-Out-Of-School Time (MOST) Quality Standards Framework Will Be Utilized In The Development Of The Program
- Project Timeline
- Conclusions, Remarks, and/or Supplemental Information, If Desired

PART 2) PRICE PORTION

- Cover Page
- Proposal Form (Attachment 1)
- Detailed Budget In Requested Budget Lines (Attachment 2, Sections A - F)
- Detailed Budget Narrative (Attachment 2, Sections A - F)
- Affidavit (Attachment 3)
- Supplemental Information, If Desired

Note: No submittal is required for Attachment No. 4 (Insurance Requirement for Independent Contractors) for the RFP. It will be required later, upon award of the selected contractor.

Request for Proposals Checklist

Rural Out-of-School Time Initiative

Washington County, Maryland

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