



Montgomery County Collaboration Council for Children, Youth and Families, Inc.
1803 Research Boulevard, Suite 208
Rockville, MD 20850

REQUEST FOR PROPOSALS #2022-73

EVENING REPORTING CENTER FOR JUVENILE JUSTICE SYSTEM ENGAGED YOUTH

FOR FISCAL YEAR ENDING JUNE 30, 2022

Issue Date: October 8, 2021

Deadline for Submission of Proposals: November 15, 2021, 4:00 p.m.

No submissions will be accepted after this date and time

Preproposal Conference Dates:

Monday October 18, 2021 1:00-2:00 p.m.

Wednesday, October 20, 2021, 9:00-10:00 a.m.

Offerors may choose to come to one or both.

All questions (either live or pre-submitted) will be answered at the conferences.

Sessions will be recorded and the recording will be shared upon request.

IMPORTANT NOTICE:

If you receive a copy of this Request for Proposals (RFP) from a source other than the Collaboration Council, please contact the Collaboration Council at procurement@collaborationcouncil.org so that you can be added to the list of RFP recipients. With your name on that list, you can be informed of any amendments or clarifications to the RFP as you prepare your proposal.

Link for Pre-proposal conferences can be attained by emailing

meredith.bowers@collaborationcouncil.org with the subject heading: *RFP Preproposal Conference Link*

Request

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**REQUEST FOR PROPOSALS #2022-73
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A. BACKGROUND

Collaboration Council for Children, Youth and Families, Inc.

The Montgomery County Collaboration Council for Children Youth and Families, Inc. (Collaboration Council) is a quasi-public nonprofit organization, with a 21-member Board of Directors appointed by the County Executive and confirmed by the County Council. The Collaboration Council works to advance its Community Needs Assessment Priorities, a consensus reached by Montgomery County residents and concerned public agencies, community-based organizations, service providers, and businesses on the vision of well-being for children and families in the County. For further information:

www.collaborationcouncil.org

Diversity, Equity and Inclusion

The Collaboration Council values work that centers diversity, inclusivity, and equity where all recipients of services, irrespective of their gender, race, ethnicity, national origin, age, sexual orientation or identity, education or disability, feel valued and respected. The Collaboration Council is committed to ensuring that we work to achieve a sense of belonging for all residents of Montgomery County, and call upon all whom we fund or partner with to ensure they carry out practices to create and maintain an inclusive environment with equitable treatment for all.

Social Justice—R.E.D. Racial and Ethnic Disparities

Since 2006, the Collaboration Council has supported the DMC Reduction Initiative now referred to as the Racial Equity and Disparities (R.E.D.) whose efforts have been to ensure that all youth receive fair and equal justice within the juvenile justice and educational systems, regardless of race, ethnicity, gender or sexual orientation. The R.E.D. Committee is comprised of public and private agencies and community advocates who meet regularly to identify strategies that will have a meaningful impact on the lives of youth who come into contact with the justice system. One of those strategies is identified as “Increasing community-based alternatives to secure detention.” In 2012, the Collaboration Council, with funding from the Maryland Department of Juvenile Services, funded the first Evening Reporting Center in the County diverting eligible youth from inappropriate secure detention.

Evening Reporting Center (ERC)

An Evening Reporting Center is a highly accountable service directing youth towards compliance with court/probation requirements. It serves as an alternative to detention to eliminate further court involvement for youth at risk of secure detention or on probation. The ERC will offer programs and services designed to build assets in youth and provide them with structured and positive activities during the times that are highest for youth crime. The ERC hours of program operation are from 3:00 pm – 9:00 pm, Monday through Friday (noon to 6pm in the summer). Services will be offered either onsite or via a virtual platform. DJS will determine format services are to be delivered. Services will include not only recreation and entertainment but also problem solving and personal social development activities, vocational training, particularly those aimed at self-esteem, cultural heritage, and mental health and substance use interventions. The provider will also implement a strengths-based practice to intervene, address and prevent delinquent behavior. A well-balanced and nutritious dinner is also served each evening. The ERC program is co-ed but must include gender specific components.

The overall goals of the ERC are two-fold:

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- Reduce use of secure detention for youth whose offenses and history do not warrant such confinement;
- Increase the social responsibility and accountability of youth so that they do not have future, new involvement with the juvenile justice system.

Applicants or “Offerors” must qualify as one of the following:

- a) Nonprofit corporation with 501(c)3 status, or
- b) For-profit corporation.

Priority consideration will be given to qualified nonprofit corporations. A for-profit corporation will be reimbursed only for actual expenses of operating the program.

B. ELIGIBLE APPLICANTS

Applicants must have a demonstrated experience in working with youth who have come in contact with the juvenile justice system. Further description of the target youth is on page 4.

Applicants whose primary place of business and prior service delivery experience are outside of Montgomery County are eligible to apply.

The applicant may propose subcontracting with other private nonprofit agencies or individuals to deliver services. However, the Offeror with whom the Collaboration Council signs a contract for services has complete responsibility for and is accountable for the Scope of Work and Deliverables it proposes to provide under any contract awarded as a result of this RFP. All subcontractors and their scopes of work and other contractual conditions must be approved by the Collaboration Council. All contractors and subcontractors are subject to approval by the Department of Juvenile Services.

Providers must be eligible to be licensed, certified and registered as required by state law. Providers must adhere to Community Nonresidential Services in COMAR 16.17.05 (RFP Attachment 1)

C. AVAILABLE FUNDING AND RESOURCES

Through an agreement with the Maryland Department of Juvenile Services, the Collaboration Council will provide funding for services identified in the Scope of Work and Deliverables in this RFP. For **FY22, a six-month contract will be issued (January 1, 2022 – June 30, 2022 in the amount of \$144,575.**

Program Space. Space should be easily accessible to major thoroughfares and located in a densely populated part of the County with preference given to the Rockville/Silver Spring areas.

D. TERMS AND CONDITIONS

Contract Term(s)

The actual contract commencement date will be determined during contract negotiations and will continue through June 30, 2022. Direct services to youth are expected to begin January 1, 2022. The ability of the Offeror to begin direct services with a minimum start-up period will be favorably evaluated.

Contracts resulting from this RFP can be renewed for one additional fiscal year (Fiscal Year 2023) contingent upon satisfactory performance by the Contractor, the availability of funding and other factors as may be determined by the Maryland Department of Juvenile Services or the Collaboration Council.

General Terms and Conditions

RFP **Attachment 2** contains the General Terms and Conditions for contracting with the Collaboration Council. These General Terms and Conditions will be incorporated in the contract for services. They are not negotiable. Applicants must be prepared to fulfill the conditions of **Item 21. Insurance** so that a contract may be executed in a timely manner.

E. PROPOSAL DEADLINE AND SOLICITATION TIME LINE

Deadline for Submission of Proposals

The Collaboration Council must receive proposals by **November 15 at 4:00 p.m.** There will be no exceptions to this deadline. Proposals must be delivered via email to procurement@collaborationcouncil.org with a subject heading stating the Offeror’s Name and *RFP#2022-73 Evening Reporting Center.*

An automatic receipt of submission will be sent to the Offeror via reply email upon submission. If the Offeror does not receive the automatic receipt, the Offeror shall contact the Contract Monitor immediately: jade-ann.rennie@collaborationcouncil.org. The Offeror is responsible for ensuring that the deadline is met.

Anticipated Solicitation Time Line

Activity	Approximate Time Line
RFP Issued	October 8, 2021
Preproposal Conferences	October 18, 1:00-2:00 pm October 20, 9:00-10:00 am
Last Date for Questions	October 21, 2021
Proposals Due	By November 15, 2021, 4:00 pm
Proposal Evaluation Committee <ul style="list-style-type: none">• Evaluation of Written Proposal• Evaluation via Interview	November 19, 2021
Highest Ranked Offeror posted	November 29, 2021
Negotiations and contract signed	By December 15, 2021
Services begin	January 1, 2022

Those persons authorized to represent the Offeror should plan to be available for questions and any needed interviews between **November 15-December 13, 2021.** to enable timely proposal evaluations and contract negotiations to be finalized in December.

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Official Contact

The official contact for this Request for Proposals is Jade-Ann Rennie, Program Manager at the Collaboration Council. Questions should not be directed to any Collaboration Council staff or to the Department of Juvenile Services.

Responding to Questions

In order to have a written record of any questions, email your questions to procurement@collaborationcouncil.org. The identity of the question submitter is kept confidential. All questions will be answered at the preproposal conference.

Preproposal Conference:

There will be preproposal conferences held on October 18 at 1:00-2:00 p.m. and October 20 at 9:00-10:00 a.m. Offerors are encouraged to attend one or both of the conferences to ask questions at that time and have the opportunity to hear the response to all questions submitted via email. To receive a link to the preproposal conference please email meredith.bowers@collaborationcouncil.org with the subject heading: *RFP Preproposal Conference Link Request*

F. SCOPE OF WORK

Youth Population to Be Served

Characteristics and Circumstances. The ERC will serve youth ages 14-17 (18 when referred) who are under jurisdiction of the juvenile court and residing in the community with their parent and/or guardian and in need of supervision in lieu of placement into secure detention. These youth may be referred to the ERC by the assigned Probation Officer. Further criteria for eligibility are as follows:

- Assessed by the Department of Juvenile Services after arrest as moderate-high or high-risk to reoffend based upon DRAI scoring (Detention Risk Assessment Instrument); or
- In violation of probation and for whom the Probation Officer is preparing a violation hearing; or
- As a graduated response to minor and moderate violations.

Exclusions will include youth who are arrested or charged with status offenses (i.e., underage drinking), sexual assault, or violent crime(s) where victim or public safety is an issue.

G. FURTHER INFORMATION

Number to Be Served. At least 60 youth will receive services during the period January 1 – June 30, 2022.

Average Length of Service. The length of enrollment for each youth can be up to two (2) months. The length may vary depending upon decision made by presiding Juvenile Court Judge in conjunction with recommendations by the Department of Juvenile Services.

Organizational Experience

- The Offeror must have several years' experience in developing and implementing best practices programs for juvenile justice involved, adolescent youth.

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- The Offeror should have a working knowledge of juvenile justice systems and the Maryland Department of Juvenile Services.
- The Offeror must have experience in working with youth who have been exposed to abuse, neglect, and/or trauma and who have been diagnosed with mental health needs.
- The Offeror must have experience working with youth and their families who are not English language proficient or who are culturally and economically diverse.

Program Services

The ERC will offer services designed to build assets in youth and provide them with structured and positive activities within a supervised setting from 3:00 p.m., to 9:00 p.m., Monday through Friday (summer hours: 12 p.m. to 6 p.m. Monday through Friday). The provider will implement a strengths-based practice to intervene, address and prevent further delinquent behavior. The ERC program is co-ed but must include gender specific components. The successful Offeror's program will include the following:

a) Referrals, Intake and Program Exit

- Designated DJS staff are the only referral sources for the ERC.
- There will be a process established for timely referrals from DJS to ERC intake.
- An intake interview should take place within 48 hours of receipt of the referral which will include the youth, parent/guardian, DJS Probation Officer and ERC staff.
- An ERC Youth Action Plan along with discharge planning should be developed during intake interview with goals and timetables set.
- ERC staff should submit a discharge report to DJS Probation Officer for youth exiting program.
- Each youth exiting program will have an exit interview and fill out a satisfaction survey.

b) Attendance and Engagement

- Using program provided van(s), transport participants from school/home to the ERC and then home after the program. * See Driver Requirements
- A process must be in place to notify parents/guardians and DJS of any absences.
- The program must use multiple strategies to engage court-ordered youth to attend the program at a high rate.
- The program must incorporate opportunities for youth voice in program activities and evaluation.

c) Individual Youth Action Plans

- Staff will work with each youth to develop a personal Youth Action Plan that identifies goals and activities leading to those goals while in the program.
- Staff and youth must meet regularly to identify progress and continuing challenges that the program can address.
- An individual youth record will be maintained that tracks youth's participation and progress in the program.

- d) Array of Activities.** A schedule which includes a variety of activities will be provided throughout the day, week or month. Activities can occur onsite or in the community. Partners can deliver services for a fee (subcontractor) or in-kind. Emphasis will be on building assets in vulnerable youth and by providing them with supervision, structure and engaging activities during the times they are most likely to recidivate. The proposed

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schedule of activities will be finalized between the Collaboration Council and DJS. Activities will include those in the table below.

Activity	Description
Structure and Climate	<ul style="list-style-type: none"> • A behavior management program that is age-appropriate, clearly defined to each participant, is psychologically sound, fair, consistently implemented, honors the dignity and worth of each participant, and rewards positive behaviors will be in place. • Use positive youth development framework to build on youth’s strengths and interests.
Academic or School Support	<ul style="list-style-type: none"> • Furnish support in the completion of homework and other school assignments. • Provide activities (field trips, internet and online learning, etc.) that complement in-class learning and youth interest.
Life and Social Skills-Building	<ul style="list-style-type: none"> • Through overall program structure and through established curricula, improve youth’s decision-making ability, interpersonal relationships skills, and practical skills of daily living.
Recreation and Leisure Time	<ul style="list-style-type: none"> • Furnish activities that promote physical activity and expand youth’s skills in constructively using leisure time.
Service Learning and Civic Engagement	<ul style="list-style-type: none"> • Service-learning involves students in community service activities and applies the experience to personal and academic development; promoting a quality of life in our communities.
Career and Work Exploration	<ul style="list-style-type: none"> • Career exploration is a long, progressive process of choosing education, training, and jobs that fit the youth’s interests and skills.
Appropriate Interventions for Mental and Behavioral Health Needs	<ul style="list-style-type: none"> • Ensure that on-site individual and group therapy and other interventions are available. Maintain a relationship with the treatment provider to ensure continuing in the ERC.
Family Engagement	<ul style="list-style-type: none"> • Reach out and engage parents and other important adult family members regarding program activities and how to better support their young person.

e) Healthy and Safe Environment

- Program environment will ensure physical and emotional safety.
- Program space will be free of health hazards.
- Procedures will be in place to respond to physical and behavioral health emergencies.
- At least one staff person who is certified in CPR and First Aid will be present at all times.
- Information regarding youth medical conditions must be readily available to staff (within confidentiality provisions).
- Written policies concerning transportation protocols (incident reports, etc.) will be provided to all staff

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- All vehicles must have a copy of Vehicle Safety Requirements and procedure to follow in the event of an accident.

f) Task and Timelines

- The Offeror must be able to identify the several simultaneous and sequential steps needed to begin and sustain the program.
- The ability of the Offeror to begin direct services with a minimum start-up period will be favorably evaluated.

Staff Requirements

- The Offeror must employ qualified staff, recruit volunteers, or secure through subcontracts with other agencies a sufficient number of staff to provide services for the proposed program.
- The Offeror must maintain a youth/staff ratio of 7:1 with a maximum of 20 youth and 2 staff members per group. The staffing ratio can be achieved through any combination of full and part-time staff.
- At least one full-time employee must be designated as the Program Manager. The Program Manager is responsible for the daily operation and supervision of the Evening Reporting Center. The Program Manager assumes primary responsibilities as the Center’s liaison with the Department of Juvenile Services.
 - a. The program manager must have a bachelor’s degree or a combination of education and experience working with adjudicated youth. Other program staff and volunteers must have experience working with youth and pass a criminal background check. Effort will be made to employ staff that reflect the cultural diversity of the youth and families served. At least one staff member who is CPR/First Aid Certified will be present at all times including, during transportation to and from the ERC and on ERC outings.
 - b. Staff assigned to drive DJS Owned Vans must: Have as Valid Driver's License with a Clean Driving Record and Satisfactory Drug Screen and Background Check results. Must be at least 21 years of age. Preference is to have staff with at least five (5) years of experience driving a 13-passenger van.
- The Offeror must ensure that sufficient staff time is available for planning and service delivery, outreach to parents and youth, on-site supervision, reporting and accountability, and program and fiscal management.
- The Offeror must demonstrate concrete efforts to employ staff reflecting the ethnic and cultural diversity of the youth and families served.
- The Offeror must furnish regular supervision and support to staff.
- All Offeror’s staff, contractors, and subcontractor staff, and volunteers who interact with children and youth must apply for a criminal background check prior to beginning program duties with the results of those on file with the program.
- All activities and outings, including transportation to and from ERC must include at least two staff members. At no time should one staff member be alone with program participants.

Expected Program Performance Measures

All programs funded by the Collaboration Council are required to collect program performance data using Mark Friedman’s Results-based Accountability (RBA) Framework that answers three questions as shown in the table below. Specific statistical target goals will be part of the contract negotiations.

RBA Questions	Sample of Measures
How Much Was Done?	<ul style="list-style-type: none"> • Number of youth enrolled for specific time frames

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RBA Questions	Sample of Measures
(service statistics)	<ul style="list-style-type: none"> • Length of time of enrollment of each youth along with average length enrollment • Number and total hours of days program operated • Number and types of activities offered • Attendance of each youth
How Well Was It Done? (adherence to industry standards; satisfaction of program participants and other stakeholders)	<ul style="list-style-type: none"> • Youth satisfaction • Parent satisfaction • Satisfaction of referral agencies • Delivery of program components using effective practices • Compliance with COMAR 16.17.5
Did It Make a Difference? (impact on the knowledge, skills, attitudes, behaviors or circumstances of the participants)	<ul style="list-style-type: none"> • Maintained or improved school attendance • Improved social/emotional behavior and development of other life skills • No new charges while in the program • Successful completion of current involvement with the juvenile justice system

Data Collection, Record-Keeping and Reporting

- The offeror must have in place a data collection system that will ensure the collection and maintenance of required data for tracking youth services, assessing program performance evaluation and submitting regular reports to the Collaboration Council according to the established required schedule.
- The successful Offeror will work with the Collaboration Council to identify the measurement tools. The Collaboration Council can make its Efforts to Outcomes software available to the contractor if the organization does not have its own software to collect and report the required data. If the offeror does not have an ETO license, Collaboration Council will provide access to it as a charge. Any other software outside of ETO that the offeror chooses must be approved prior to the signing of the contract.

Budgeting and Fiscal Management

- The Offeror’s proposed budget must be reasonable and related to the costs required to deliver the proposed program for the number of youth to be served.
- The Offeror will maintain effective fiscal management and accurate accounting practices.
- The Offer must submit invoices on a monthly basis.
- Administrative and/or indirect costs must be kept to a minimum.

H. PROPOSAL NARRATIVE FORMAT AND REQUIREMENTS

Proposal Format

Offerors must submit written proposals via email PDF attachment that present the Offeror’s qualifications and understanding of the work to be performed as outlined in Section G Scope of Work. Offerors must respond to the requirements below in a thorough, yet concise manner. Proposals which merely echo back the RFP content or that do not provide the required content as outlined in this proposal will be considered ineligible as nonresponsive.

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1. 20 one-sided pages
2. Single line spacing using 11-point font
3. 1-inch margins all sides
4. Paginated on the lower right-hand side of the page
5. Additional information as specified in this RFP will be considered as attachments and are not included in the 20-page limit.
6. No other attachments should be included and will not be reviewed.

Proposal Content

Proposals must include the following information, in the following order:

1. Cover page (use **Attachment 3** provided in this RFP)
2. An Acknowledgement of this solicitation must be signed and submitted by the person authorized to bind the grantee to this proposal (use **Attachment 4**).
3. **Table of Contents** showing the page numbers for the major required sections listed below. Table of Contents is not included in the maximum 20 pages of the program narrative.
4. The Program Narrative with the following identified sections (underlined), answering the questions in the order they appear below.
5. References

Order for Program Narrative

Offeror's proposal should be organized according to the underlined topics and answer the questions in the order stated.

Organization Experience (15 points)

- Briefly describe the organization's history and mission.
- Describe the strengths and needs of juvenile justice engaged youth.
- Describe programs the organization has delivered that are similar to this RFP's Evening Reporting Center, including program design, specific activities, number of youth served and youth outcomes.
- Describe current and/or past interactions with juvenile justice systems, and specifically the Maryland Department of Juvenile Services in program implementation.
- Describe the organization's experience and approach to providing culturally competent and gender specific services.

Detailed Program Plan (30 points):

a) Referrals, Intake and Program Exit

- Describe the proposed referral process, including how DJS and the Probation officer will access services
- Describe the expected timeliness of an intake appointment, from point of initial referral to program participation
- Identify staff positions and other persons involved in intake
- Discuss the process of development of ERC Action Steps
- Explain the components of orientation
- Describe the points at which discharge will occur and criteria
- Describe the measures of program termination
- Describe the program exit interview process and handling of the satisfaction surveys

b) Attendance and Engagement

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- Describe plan to pick up youth and transport to and from ERC and home
- State the policies/expectations regarding youth attendance as well as absences
- State the policies/expectations around engagement of parents/guardians
- Describe what strategies/methodologies will be used to lead to high rates of youth engagement
- Describe how youth voice will be incorporated into program activities and evaluation
- Describe any recognition and/or ceremonies that will occur for successful engagement and attendance by youth

c) Individual Youth Action Plans

- Describe development of individualized case youth action plans
- Identify what staff will be responsible for development and monitoring of individual youth action plans
- Describe frequency for the review of youth action plans
- Describe any use of graduated sanctions

d) Array of Activities.

Example of Daily and Weekly Schedules.

Provide a schedule that illustrates the activities that would typically occur during a day and then any variance over a week.

Approaches to Activities. Referencing the table on page 6 in Scope of Work, succinctly describe in the format below how the proposed program would deliver the activity. Be specific in approaches, curriculum, responsible agency and ERC program staff and any external partners.

Activity	Proposed Plan
Structure and Climate	
Academic or School Support	
Life And Social Skills-building	
Recreation and Leisure Time	
Service Learning and Civic Engagement	
Career and Work Exploration	
Mental and Behavioral Health Interventions	
Family Engagement	

Gender-based Programming

- Describe what gender-based programming/workshops will be provided to youth and frequency/availability of those services to ensure that there is specifically tailored programs for young women and girls as well as gender nonbinary youth.

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- Identify staff responsible for carrying out programming

Culturally Competent Programming

- Describe in detail how the program will provide culturally competent programming to youth and their families
- Describe how the program will interact with adult family members in their preferred language.

e) Healthy and Safe Environment

- Describe the plan for safety and supervision for youth
- Specify how the Offeror plans to address the control of weapons, contraband and gang involvement
- Include adult to youth ratios during both programming and transportation hours
- Describe any working knowledge of current/relevant policies regarding the reporting of critical incidents involving youth
- Specify any required training, equipment or policies that will ensure a safe environment

f) Tasks and Timeline

Provide, using the following table format, a list of the key tasks for start-up period and the first three months of direct service delivery.

Task	Responsible Persons	Accomplished by (Date)

Staffing Plan (25 points)

- a) Describe staffing and supervision structure of proposed program.
- b) In **Attachment C**, include either position descriptions or resumes for those staff already identified to be assigned to the program.
- c) Explain how the required adult to youth ratio will be maintained during unexpected or planned staff absences.
- d) Identify any subcontractor(s) and describe the specific services and/or activities that will be provided by subcontractor(s).
- e) Describe how the agency provides culturally specific training to staff.
- f) Explain the components of the training plan for staff, interns, and volunteers, and length of training prior to working with youth.
- g) Explain expected staff, intern and volunteer subsequent training opportunities, including mandatory topics, those of general interest, and the duration and frequency.

Program Performance Measures/ Evaluation (10 points)

- a) Describe any program measures in addition to those in the table on pages 7-8 that you see as important to collect.
- b) Describe an example(s) of tools for measuring development of social-emotional skills and behavior.

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- c) Describe how you will use program performance data to continuously improve the ERC.

Data Collection, Record Keeping and Reporting (10 points)

- a) Describe past or current experience in maintaining client case records, especially in working with adolescents.
- b) Describe how you will collect and maintain information so that you can respond to the Collaboration Council's reporting requirements
- c) Identify who will be responsible for ensuring that the youth and family participant satisfaction surveys are administered.

References

Complete the Reference Form (**RFP Attachment 7**) and include in your proposal as **Attachment D**. These references will be contacted by the Collaboration Council in order to determine whether the Offeror is a responsible entity, based in part on prior business interactions with the references and any past business interactions with the Collaboration Council. Do not attach letters of support.

I. PROPOSAL BUDGET FORMAT AND NARRATIVE REQUIREMENTS

Budget and Budget Narrative (10 points):

The Budget Section is in addition to the 20 pages for the Program Narrative.

The Applicant must provide a line item budget and budget explanation detailing annual operations. Use **RFP Attachment 8** to prepare the line item budget. The budget justification should describe and defend each requested line item as it relates to the proposed program. Include all budget information as **Attachment E** to your proposal.

Fiscal Management and Accounting Practices

Using **RFP Attachment 8**, provide a brief description of the organization's fiscal management and accounting practices and include in **Attachment E**.

Prior to contract execution, most recent Fiscal Year Audit and evidence of IRS certified nonprofit status must be submitted. Nonprofit organizations must be in good standing as defined by the Maryland State Department of Assessments and Taxation.

J. PROPOSAL EVALUATION AND SELECTION PROCESS

Proposal Evaluation Committee

Applications received by and conforming to the terms and specifications of the RFP will be reviewed and rated by a Proposal Evaluation Committee (PEC) established by the Collaboration Council Executive Director, as described in the Collaboration Council's Procurement Policies and Procedures. The PEC will be comprised of individuals with experience, knowledge and expertise in the fields of juvenile justice-involved youth, positive youth development and effective program practices. The PEC will have a maximum of five members.

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Determination of Responsiveness

The PEC will first determine that each Offeror’s proposal conforms to the terms and specifications of the RFP. If the Offeror has not conformed to the RFP specifications, the proposal will be deemed non-responsive and will not be considered for further evaluation.

Evaluation of Written Proposals

The Proposal Evaluation Committee will evaluate the proposals based on the following criteria. Scoring guidelines will be used for each criterion. The Evaluation of the written proposals will be based on the following criteria:

Criteria	Possible Points
<u>Agency Experience and Qualifications</u> of the Offeror in managing and delivering services(s) of similar nature to a similar target population—a demonstrated track record showing the ability to perform the required activities and services.	15
<u>Detailed Program Plan</u> outlining the youth to be served; details of specific activities and their schedule and how these activities will lead to the desired program performance measures and impact on youth; engagement of families; provisions for a safe, healthy environment; likelihood of ongoing high levels of attendance by youth; evidenced-based programming; quality of program design, including ability to engage and motivate the youth and families to participate and complete programs terms.	30
<u>Staff Plan</u> showing the experience and roles and responsibilities of current and needed staff in ensuring a positive developmental setting with supportive adult to youth and peer relationships; professional development, coaching and supervision approaches.	25
<u>Data and Record Keeping Responses</u> that show a demonstrated capacity to collect, manage, and utilize participant-level and programmatic data.	10
<u>Evaluation</u> an understanding of its purpose, ability to use data and resources to improve program quality.	10
<u>Budget</u> is calculated correctly and shows all costs required to operate the proposed program. Costs are reasonable and justified. Funding from other sources are included as available. Financial management procedures and staff are in place.	10
MAXIMUM SCORE	100

Determination of Responsible Offerors

For those Offerors whose proposals score an average of 75 or more on the written proposal, a designated member of the PEC will contact these Offeror’s references to learn about the Offeror’s reputation, past performance, business and financial capacity as well as other factors which will satisfy the Collaboration Council’s needs and requirements for a specific contract. This information will be submitted to the Proposal Evaluation Committee (PEC), which will determine whether each Offeror is responsible. Offerors who are determined not responsible will no longer be considered for a contract under this RFP.

Evaluation of Interviews

The scores from the evaluation of the written proposal from each member of the PEC will be averaged together. The top three Offerors whose proposals score an average of 75 or more on the written proposal will be invited for a discussion regarding their proposal. The Proposal Evaluation Committee will evaluate the interview based on the following criteria. Scoring guidelines will be used for each

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criterion. Questions posed in the interview process are intended to allow the offeror the opportunity to provide clarification or additional information for a criterion in order for the PEC to obtain a better understanding of the offeror’s knowledge of the ERC program and the delivery of services. The questions serve as a guideline and, based on the response to the questions posed, the PEC has the discretion to ask additional questions to obtain additional information.

Criteria for Evaluation of Interview	Possible Points
Experience and qualifications of the Offeror in managing and delivering services(s) of similar nature, especially organizational and partner assets and/or resources that strengthen the Offeror’s ability to implement the program; and knowledge of any barriers or challenges to program implementation and their strategies to address them.	20
Detailed program plan; including recognition of program challenges and how to address them	25
Proposed plan for engaging and involving youth and families	15
Proposed staffing plan, the experience and roles and responsibilities of current and needed staff in ensuring a positive developmental setting with supportive adult to youth and peer relationships.	20
Plan to collect and analyze information to report program activity and program effectiveness in meeting required performance measures; understanding of the importance of measuring the changes in youth participants.	10
Proposed budget to deliver proposed program; justification of cost; and knowledge and experience in financial management; and any contribution of Offeror’s resources.	10
MAXIMUM SCORE FOR EVALUATION OF INTERVIEW	100

Selection of Proposed Offeror

The average score for the written proposal and the average score for the interview will be added together for a final score for each Offeror. The Collaboration Council will comply with its procurement policies and announce the highest ranked vendor with whom negotiations will begin.

K. REQUEST FOR PROPOSAL ATTACHMENTS

The following attachments are referenced in this RFP and should be included as applicable in all proposals.

Attachment 1 – DJS COMAR 16-17.5 (included as additional information)

Attachment 2 - General Terms and Conditions (included for information)

Attachment 3 –Cover Page

Attachment 4 – Acknowledgement

Attachment 5 – Cultural Competence Assessment Form (Return as Attachment A with Proposal)

Attachment 6– Minority Business Enterprise Report (Return as Attachment B if applicable)

Attachment 7 – Reference Form (Return as Attachment D with Proposal)

Attachment 8 – Budget Forms (Return as Attachment E with Proposal)

Attachment 9– Proposal Submission Checklist

[CLICK HERE TO DOWNLOAD ATTACHMENTS 1 - 9](#)

Please note Attachments 3 – 8 are fillable forms.

ATTACHMENT 1

Title 16 DEPARTMENT OF JUVENILE SERVICES

Subtitle 17 COMMUNITY NONRESIDENTIAL SERVICES

Chapter 05 Certification of Community Nonresidential Services

Authority: Human Services Article, §§9-204 and 9-241, Annotated Code of Maryland

.01 SCOPE.

These regulations apply to community nonresidential youth programs that receive funds from the Department of Juvenile Justice and are not otherwise licensed or certified by the State.

.02 DEFINITIONS.

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Applicant" means the person, agency, or corporation applying for certification as a community nonresidential youth program under these regulations.

(2) "Certification" means approval by the Department to receive Department funds for operating a community nonresidential youth program in compliance with these regulations.

(3) "Department" means the Department of Juvenile Justice.

(4) "Program" means community nonresidential services for youth provided in an organized manner.

.03 CERTIFICATION.

A. Application. An applicant wanting to obtain or renew a certification for a community nonresidential program shall submit a completed application and other required information to the Department in accordance with these regulations and Department policy.

B. Disposition of Applications. Within 30 days following receipt by the Department of a completed application, the Department shall review and evaluate for compliance with these regulations the application and other required information, inspect the program site, and either grant or deny certification of the program.

C. Provisional Certification. The Department may issue a provisional certification to an applicant for a single period not to exceed 6 months. At the end of the provisional period, the Department shall grant or deny full certification.

D. Denial of Certification. If the Department denies an application, the Department shall formally notify the applicant and specify the reasons for the denial.

E. Duration of Certification. A certification shall be valid for 2 years from the date of issuance unless terminated, suspended, or revoked before the expiration of that term.

F. Posting of Certificate. A community nonresidential youth program for youth shall post in a prominent place the certificate issued pursuant to these regulations.

G. Non transferability. A certification shall be valid only for the program for which it is issued, and may not be sold, assigned, or transferred.

H. Renewal. An application for renewal of certification shall be received by the Department not less than 45 days before the expiration of the current certification.

I. Return of Certificate.

(1) If a program is discontinued or ceases to be operated by the entity to which the certification was issued, the certification is void and the certificate shall be returned immediately to the Department.

(2) If a certification is suspended or revoked, or if an application for renewal of certification is denied, the program shall return the certificate to the Department on the date of the suspension or revocation, or in the case of nonrenewal, upon expiration of the certification.

.04 PROGRAM REQUIREMENTS FOR CERTIFICATION.

A. In order to meet organizational and administrative requirements, each program shall:

(1) Provide a program description that defines the:

(a) Population to be served,

(b) Services to be provided,

(c) Goals and desired outcomes for participating youth, and

(d) Methods and techniques to be used in order to accomplish the desired outcomes;

(2) Provide an organizational chart and a narrative describing the interrelatedness of all staff;

(3) Provide job descriptions for all positions which indicate the required level of education and experience for each;

(4) Maintain accounting records in accordance with generally accepted accounting principles and COMAR 16.04.02 in sufficient detail so that expenditures pertaining to the operation of the program are readily identifiable;

(5) Secure insurance coverage for potential liabilities commensurate with the services provided; and

(6) Establish a grievance procedure approved by the Department for youth in the program.

B. In order to meet staff requirements, each program shall:

(1) Provide a sufficient number of appropriately trained staff to fulfill the service design of the program;

(2) Provide a personnel file for each staff member in the program which includes the following documentation:

(a) Identifying information,

(b) Verification of criminal background checks,

(c) Verification that educational and experiential requirements for the position were met,

(d) Indication of reference checks,

(e) Verification of an initial and subsequent annual physical examination, including a TB test, which indicates that the employee is in good physical health,

(f) Record of orientation and training,

(g) Verification of a driver's license and insurance, when applicable,

(h) Annual evaluation, and

(i) Employee termination summary; and

(3) Provide a plan for the use of volunteers, including student interns, which addresses:

(a) Selection,

(b) Orientation,

(c) Supervision, and

(d) Criminal background checks, when applicable.

C. In order to meet service delivery requirements, each program shall:

(1) Provide intake procedures;

(2) Provide orientation to all youth entering the program and, as appropriate, the youths' families;

(3) Provide a termination procedure for youth;

(4) Develop a service or treatment plan for each youth in the program which includes:

(a) Involvement of the youth, the youth's family and, when appropriate, the Department in the planning process,

- (b) Individual goals,
- (c) Expected time to accomplish the goals,
- (d) Assigned responsibilities for accomplishing the goals,
- (e) Outcome measures, and
- (f) Regular review of the plan;

(5) Maintain for each youth a record which is kept in a secure and confidential manner with limited access and is kept current, complete, and accurate;

(6) Maintain sufficient record keeping to document all activities performed by the program;

(7) Ensure provision of a program designed to meet the social, emotional, and physical needs of the youth; and

(8) Ensure that children of mandatory school attendance age who have not earned a secondary school diploma or certificate of completion and children who are eligible for special education services are provided with an educational program through the local educational agency or at the program, if the program's school holds a certificate of approval issued by the State Board of Education to operate a nonpublic education program.

D. The program site shall meet applicable health and fire safety requirements and be appropriate and conducive to the activities and services to be conducted there.

E. In order to meet the reporting requirements, each program shall:

(1) Adhere to the requirement for reporting all cases of suspected child abuse or neglect;

(2) Follow the Department's policy for reporting critical and emergency incidents involving staff or youth in the program;

(3) Report to the Department client demographic information regarding service delivery and the number of youth served as required by the Department; and

(4) Notify the Department of any condition or circumstance that may affect the program's compliance with these regulations.

.05 PROGRAM MONITORING.

A. Each program certified under these regulations shall be monitored by the Department to determine compliance with these regulations.

B. The program shall allow the Department to:

(1) Meet with staff and clients;

(2) Observe program activities;

(3) Review:

(a) Fiscal information and expenditure of State funds,

(b) Personnel records,

(c) Case records, and

(d) Administrative records and policies; and

(4) Verify reports submitted by the program to the Department.

C. Monitoring shall be conducted by the Department regularly through announced or unannounced visits.

D. Monitoring Reports.

(1) The Department shall issue reports based on the monitoring of the program.

(2) If the Department determines that a program is not in compliance with these regulations, the Department shall issue a report that describes the areas of noncompliance.

(3) Within 15 days of receipt of the report, the program shall:

(a) File with the Department a plan of corrective action which addresses the concerns raised by the report and provides a timetable for compliance; or

(b) File with the Secretary or with the Secretary's designee a protest of the report providing a detailed explanation of why the report of noncompliance is unsubstantiated.

.06 SUSPENSION AND REVOCATION.

A. The Department may suspend for up to 6 months or revoke permanently a program's certification for failure to comply with these regulations.

B. The Department shall give a program at least 15 days written notice before suspending or revoking the program's certification.

C. A program whose certification is suspended or revoked by the Department may appeal as provided by the Administrative Procedure Act of the State Government Article.

Administrative History

Effective date: June 7, 1993 (20:11 Md. R. 916)

Chapter recodified from COMAR 16.04.05 to COMAR 16.17.05 effective June 18, 2007 (34:12 Md. R. 1067)

ATTACHMENT 2

Amended October 2021

GENERAL CONDITIONS OF CONTRACT BETWEEN MONTGOMERY COUNTY COLLABORATION COUNCIL FOR CHILDREN, YOUTH AND FAMILIES, INC. & [INSERT NAME OF CONTRACTOR]

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the Montgomery County Collaboration Council for Children, Youth and Families, Inc. is true and correct and can be relied upon by the Montgomery County Collaboration Council for Children, Youth and Families, Inc. in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the Montgomery County Collaboration Council for Children, Youth and Families, Inc. to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The Contractor agrees to provide the Collaboration Council with a copy of its most recent audit report.)

The Montgomery County Collaboration Council for Children, Youth and Families, Inc. may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the Montgomery County Collaboration Council for Children, Youth and Families, Inc. access to these records at all reasonable times during the contract term and for 6 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq. and corresponding State and local disability and non-discrimination laws.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County, which shall be the forum for any claims or disputes.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Executive Director, Collaboration Council for Children, Youth and Families, Inc. Unless performance is separately and expressly waived in writing by the Executive Director, Collaboration Council for Children, Youth and Families, Inc., an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Executive Director, Collaboration Council for Children, Youth and Families, Inc. In the event use of a subcontractor is approved, the contractor is responsible for ensuring that the subcontractor is bound by the obligations applicable to contractors in these GENERAL CONDITIONS.

5. CHANGES

The Montgomery County Collaboration Council for Children, Youth and Families, Inc., may change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the program monitor within 30 days from the date the Executive Director, Collaboration Council for Children, Youth and Families, Inc., issued the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The program monitor, subject to paragraph B below, is the Montgomery County Collaboration Council for Children, Youth and Families, Inc.'s representative designated by the Executive Director, Collaboration Council for Children, Youth and Families in writing and is authorized to:

- 1) serve as liaison between the Montgomery County Collaboration Council for Children, Youth and Families, Inc. and Contractor;
- 2) give direction to the Contractor to ensure satisfactory and complete performance;
- 3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- 4) serve as records custodian for this contract, including wage requirements;
- 5) accept or reject the Contractor's performance;
- 6) furnish timely written notice of the contractor's performance failures to the Executive Director, Collaboration Council for Children, Youth and Families, Inc. and to the Montgomery County Collaboration Council for Children, Youth and Families, Inc. Attorney, as appropriate;
- 7) prepare required reports;
- 8) approve or reject invoices for payment;
- 9) recommend contract modifications or terminations to the Executive Director, Collaboration Council for Children, Youth and Families, Inc.; and
- 10) issue notices to proceed.

B. The program monitor is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the Montgomery County Collaboration Council for Children, Youth and Families, Inc.'s contractual rights.

7. COST & PRICING DATA

The contractor guarantees that any cost & pricing data provided to the Montgomery County Collaboration Council for Children, Youth and Families, Inc. will be accurate and complete. The contractor grants the Montgomery County Collaboration Council for Children, Youth and Families, Inc., access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the Montgomery County Collaboration Council for Children, Youth and Families, Inc., including profit or fee, may, at the option of the Montgomery County Collaboration Council for Children, Youth and Families, Inc., be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. COVID SAFETY POLICY

The Collaboration Council follows the public health and safety guidance from the Montgomery County Department of Health and Human Services and requires that all contractors who have direct contact with youth comply with the mask and vaccination policies of the County and the funding entity, whether it be Department of Juvenile Services, Montgomery County Department of Recreation, Montgomery County Public Schools, or other entity. It is the Contractor's responsibility to stay up to date with evolving COVID safety guidance regarding mask use, vaccination, and/or weekly testing. The Collaboration Council contract monitor will assist the Contractor to determine the funding agency if the Contractor requests assistance.

It is the Contractor's responsibility to maintain any necessary verification of compliance with this requirement. Collaboration Council contract monitors will perform spot checks to ensure compliance if and when there are vaccine or weekly testing mandates. Signing this contract acknowledges that funding may be withdrawn if the Contractor has not complied with the COVID vaccination requirements of the funding agency.

9. DISPUTES

For any dispute by Contractor arising under this contract which is not disposed of by this agreement, the Contractor must immediately notify Montgomery County Collaboration Council for Children, Youth and Families, Inc. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The contractor waives any dispute or claim not made in writing and received by the Montgomery County Collaboration Council for Children, Youth and Families, Inc. within 30 days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by in writing including all relevant calculations, cost and pricing information, records, and other information. The contractor may, at the Montgomery County Collaboration Council for Children, Youth and Families, Inc.'s option, be made a party to any related dispute involving another contractor.

10. DOCUMENTS, MATERIALS AND DATA

Service records, reports, data, studies or other materials in any form generated or arising from the use of State funds provided under this contract or Community Partnership Agreement (CPA) are the sole and exclusive property of the State of Maryland. The Contractor agrees that all creative ideas, developments and creations conceived in the performance of the services are the property of the Collaboration Council and hereby assigns all rights therein to the Collaboration Council. The Montgomery County Collaboration Council for Children, Youth and Families, Inc. as an agent of the State has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The Montgomery County Collaboration Council for Children, Youth and Families, Inc. may use this information for its own purposes, including reporting to state and federal agencies. The contractor is granted a non-exclusive license, without cost or fee, to use such materials. The contractor may not assign or transfer its license. To the extent that such materials are generated by a subcontractor or grantee, the Contractor shall ensure that the State's ownership interests are disclosed and not impaired by the terms and conditions of such grants and subcontracts. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the Montgomery County Collaboration Council for Children, Youth and Families, Inc.

11. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, if any, which, directly or indirectly, are intended by their nature or by implication to survive performance of the contractor do survive the completion of performance, termination for cause, or the termination for convenience of the contract.

12. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the Montgomery County Collaboration Council for Children, Youth and Families, Inc. to enter into the contract.

13. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The contractor must comply with the following ethics provisions:

- (a) a prohibition against making or offering to make certain gifts.
- (b) a prohibition against kickbacks.
- (c) a prohibition against a contractor that is providing a recommendation to the Montgomery County Collaboration Council for Children, Youth and Families, Inc. from assisting another party or seeking to obtain an economic benefit beyond payment under the contract.
- (d) a restriction on the use of confidential information obtained in performing a contract.
- (e) a prohibition against contingent fees.

14. GUARANTEE

Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the Montgomery County Collaboration Council for Children, Youth and Families, Inc.'s written solicitation, its ability to perform the specified services adequately for the contract period.

15. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the Montgomery County Collaboration Council for Children, Youth and Families, Inc. with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The contractor further assures the Montgomery County Collaboration Council for Children, Youth and Families, Inc. that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

17. INCONSISTENT PROVISIONS; PRIORITY OF DOCUMENTS.

The following documents as incorporated by reference into and made a part of this contract, are listed in order of legal precedence below in the event of a conflict in their terms:

- i. This Agreement;
- ii. The General Conditions of Agreement Between Montgomery County Collaboration Council for Children, Youth, and Families, Inc., and Contractor;
- iii. The Contractor's approved budget;
- iv. The Request for Proposals (or Open Solicitation); and,
- v. The Contractor's proposal.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the Montgomery County Collaboration Council for Children, Youth and Families, Inc. harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the Montgomery County Collaboration Council for Children, Youth and Families, Inc., the contractor must defend the Montgomery County Collaboration Council for Children, Youth and Families, Inc. in any action or suit brought against the Montgomery County Collaboration Council for Children, Youth and Families, Inc. arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the Montgomery County Collaboration Council for Children, Youth and Families, Inc. and have no capacity to represent or bind the organization in any way. The Contractor is solely responsible for payment of taxes, and is not entitled to workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise from the Collaboration Council, and shall at all times comply with all laws, rules, regulations, and ordinances applicable to the performance of the services.

20. INSPECTIONS

The Montgomery County Collaboration Council for Children, Youth and Families, Inc. has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The vendor agrees not to disclose or use Protected Health Information other than as permitted or as required by law, to use appropriate safeguards to prevent use of or disclosure of Protected Health Information other than as provided by this Agreement, to report to the Collaboration Council any use or disclosure of Protected Health Information not provided for by this Agreement of which the vendor becomes aware, ensure that any subcontractor to whom it provides Protected Health Information received from, or created or received by the vendor on behalf of the Collaboration Council agrees to the same restrictions and conditions that apply through this Agreement with respect to such information, agrees to mitigate, to the extent practicable, any harmful effect that is known to the vendor of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement, the vendor agrees to provide access, at the request of the Collaboration Council, in a time and manner to be determined or as needed, to Protected Health Information to the Collaboration Council staff in order to meet the requirements under 45 CFR § 164.524, the vendor agrees to make any amendment(s) to Protected Health Information that the

Collaboration Council directs or agrees to pursuant to 45 CFR § 164.526 at the request of Collaboration Council, and in the time and manner determined.

22. INSURANCE

Prior to contract execution by the Montgomery County Collaboration Council for Children, Youth and Families, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in Attachment 1-A, INSURANCE REQUIREMENTS. The insurance shall be obtained with one or more insurance company(ies) licensed or qualified to do business in the State of Maryland, and acceptable to the Montgomery County Collaboration Council for Children, Youth and Families, Inc. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Attachment 0-A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the Montgomery County Collaboration Council for Children, Youth and Families, Inc., the proposed awardee/contractor must provide a copy of any and all insurance policies to the Montgomery County Collaboration Council for Children, Youth and Families. At a minimum, the proposed awardee/contractor must submit to the Executive Director, Collaboration Council for Children, Youth and Families, Inc., one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County Collaboration Council for Children, Youth and Families, Inc. must be named as an additional insured on all liability policies. Forty-five days written notice to the Montgomery County Collaboration Council for Children, Youth and Families, Inc. of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Executive Director, Collaboration Council for Children, Youth and Families, Inc., may waive the requirements of this section, in whole or in part.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the nondiscrimination in employment policies and or provisions prohibiting unlawful employment practices as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the Montgomery County Collaboration Council for Children, Youth and Families, Inc. that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

Under no circumstances will the Montgomery County Collaboration Council for Children, Youth and Families, Inc. pay the contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) for the Montgomery County Collaboration Council for Children, Youth and Families, Inc. not expressly authorized under the Contractor's Contract with the Montgomery County Collaboration Council for Children, Youth and Families, Inc.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the Montgomery County Collaboration Council for Children, Youth and Families, Inc., upon the termination or expiration of this contract. To the extent such property is purchased with funds provided by the State of Maryland through its agencies and subdivisions thereof, it becomes property of the State of Maryland upon expiration of this contract, unless expressly stated otherwise.

27. TERMINATION.

The Executive Director, Collaboration Council for Children, Youth and Families, Inc., may terminate the contract in whole or in part, and from time to time, whenever the Executive Director, determines that the contractor is:

- (a) Defaulting in performance or is not complying with any provision of this contract;
- (b) Failing to make satisfactory progress in the prosecution of the contract; or
- (c) Endangering the performance of this contract.

Prior to a termination for cause, the Montgomery County Collaboration Council for Children, Youth and Families, Inc. will send the contractor written notice specifying the cause. The notice will give the contractor 10 days from the date the notice is issued to cure the default or make progress satisfactory to the Montgomery County Collaboration Council for Children, Youth and Families, Inc. in curing the default, unless a different time is given in the notice. If the Montgomery County Collaboration Council for Children, Youth and Families, Inc. determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Montgomery County Collaboration Council for Children, Youth and Families, Inc. may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the Montgomery County Collaboration Council for Children, Youth and Families, Inc. for additional costs that would be incurred by the Montgomery County Collaboration Council for Children, Youth and Families, Inc., whether the costs are actually incurred or not, to obtain substitute performance. Any termination for cause must be considered a termination for convenience as of the date the contractor was advised of the termination for cause, if there was no cause.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the Montgomery County Collaboration Council for Children, Youth and Families, Inc., in whole or in part, upon written notice to the contractor, when the Montgomery County Collaboration Council for Children, Youth and Families, Inc. determines this to be in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The Montgomery County Collaboration Council for Children, Youth and Families, Inc. is liable only for payment for acceptable performance prior to the effective date of the termination.

29. TIME

Time is of the essence.

ATTACHMENT 2-A
INSURANCE REQUIREMENTS

Prior to the execution of the Contract by the Montgomery County Collaboration Council for Children, Youth and Families, Inc., the Contractor must obtain at its own cost and expense and keep in effect until termination of the contractual relationship with the Montgomery County Collaboration Council for Children, Youth and Families, Inc. the following insurance with insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance. Contractor's insurance shall be primary.

Commercial & Professional General Liability

A minimum limit of liability of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the Montgomery County Collaboration Council for Children, Youth and Families, Inc. with a limit of liability of at least one million dollars (\$1,000,000) per claim and aggregate and a maximum deductible of twenty five thousand dollars (\$25,000). Contractor/proposer agrees to provide a one-year discovery period under this policy.

Automobile Liability Coverage

A minimum limit of liability of one million dollars (\$1,000,000) combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employer's Liability limits:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limits
- Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County Collaboration Council for Children, Youth and Families, Inc. must be named as an additional insured on all general liability policies.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change to any of the policies is required.

Certificate Holder

Montgomery County Collaboration Council for
Children, Youth and Families, Inc.
1803 Research Boulevard, Suite 208
Rockville, MD 20850



ATTACHMENT 3

COVER SHEET

RFP #2022-73: EVENING REPORTING CENTERS

Legal Name of the Organization:			
Street Address:			
City, State, Zip Code:			
Federal ID Number:			
<input type="checkbox"/>	Private for-profit	<input type="checkbox"/>	Private nonprofit
Primary Contact Person's Name:			
Telephone number:			
E-mail Address:			

Proposed Budget and Sources of Funds

Request from Collaboration Council:	\$	
Agency In-Kind Contribution:	\$	
TOTAL:	\$	
Signature of Authorized Official for the Organization (Blue Ink; highest senior manager)		
Title:		Date:

ATTACHMENT 4

ACKNOWLEDGEMENT

The Applicant must include a signed acknowledgement that all the terms and conditions of the offer may, at the Collaboration Council's option, be made applicable in any contract issued as a result of this Request for Proposals. Applicants that do not include such an acknowledgement may be rejected. Executing and returning with the Applicant's proposal this form containing the signed acknowledgement below may satisfy this requirement.

The undersigned agrees that all the terms and conditions of this Request for Proposals and offer may, at the Collaboration Council's option, be made applicable in any contract issued as a result of this Request for Proposals.

Business Firm's Typed Legal Name _____

The correct legal business name of the Applicant must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different. Corporations must have names that comply with State Law.

Name and Title of Person Authorized to Sign Proposal

Signature of that Person: _____ **Date:** _____

Printed Name: _____

Title: _____

Acknowledgement of Any Amendments to the Request for Proposals

The Applicant acknowledges receipt of the following amendments or addenda to the Request for Proposals:

Amendment No.: _____ Date: _____

Amendment No.: _____ Date: _____

ATTACHMENT 5 (OFFEROR'S ATTACHMENT A)

Cultural Competence Self-Assessment

The Collaboration Council believes that working to achieve cultural competence, humility and racial and gender equity is an ongoing process that requires continued attention within the organization. Thus, this self-assessment asks you to candidly identify where you are in the process. There are very few agencies who can respond “yes” to each item. The Collaboration Council anticipates providing training events related to cultural competency for community-based organizations to help us all improve.

COMPLETE THE FOLLOWING CHECKLISTS AND INCLUDE IN YOUR PROPOSAL AS ATTACHMENT A

Cultural Responsiveness and Competence as Organizational Values and Tasks

Organizational Characteristic	Yes	Somewhat	No
Does your organization have a policy statement that demonstrates recognition and appreciation for the role of culture in your work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does your organization have published standards (e.g., mandates, guidelines) for cultural responsiveness and competence in the following domains: organizational values and infrastructure; governance; staffing, research, service delivery and interventions, monitoring and evaluation, community relations and engagement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there a point person or committee for addressing and monitoring cultural responsiveness and competence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does your agency periodically evaluate its services against cultural competency goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Cultural Diversity and Competency of Board and Staff

Organizational Characteristic	Yes	Somewhat	No
Does your Board membership recruitment and retention respond to service community needs and diversity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Organizational Characteristic	Yes	Somewhat	No
Does your agency have an understanding of the demographic characteristics of the community you serve, whether through a discussion, presentation, or a document?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can your organization document good relationships with community organizations that serve different racial, ethnic, and cultural populations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are culturally-aware staff placed at agency points of entry?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does your organization make accommodations at points of services for people with limited or no English proficiency, disability, and other special needs (e.g., interpreters, translated materials, audio tapes)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are your organization's outreach strategies proactively marketed to specific racial, ethnic, and cultural groups?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is your organization's staff accepted by the cultural groups they serve?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you integrate the traditional beliefs of the cultures of the people you serve into your program/service plans and delivery?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 6 (OFFEROR'S ATTACHMENT B)

Minority Business Enterprise Report for For-Profit Offerors

Company's Legal Name: _____

Mailing Address: _____

Company Contact Person: _____

Title: _____

Phone Number: _____ **Email:** _____

Type of company:

- Corporation Partnership Sole Proprietor

Is your company at least 51% owned and controlled by persons from one or more of the following categories: Yes No

If yes, check all that apply:

- African Americans
- American Indians
- Asian Americans
- Hispanics
- Women
- Persons with disabilities

Has your firm received Minority Business Certification from the State of Maryland Department of Transportation?

No Yes **Certification No.:** _____

Authorized Signature _____

Print Name _____

Title _____

Date _____

ATTACHMENT 7 (OFFEROR'S ATTACHMENT D)

REFERENCES

You are requested to provide references to the Collaboration Council with your proposal. The three references must be from individuals or firms that you currently, or within the past two years, have delivered similar services. **Names for references shall be of individuals who directly supervised or had knowledge of the services provided.** These should not be people providing general praise for your organization. Failure of an Applicant to provide the Collaboration Council with references of the specified nature may result in the Applicant being considered non-responsive.

1) NAME OF FIRM: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
CONTACT PERSON: _____
PHONE: _____
EMAIL ADDRESS: _____
Services Delivered: _____

2) NAME OF FIRM: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
CONTACT PERSON: _____
PHONE: _____
EMAIL ADDRESS: _____
Services Delivered: _____

3) NAME OF FIRM: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
CONTACT PERSON: _____
PHONE: _____
EMAIL ADDRESS: _____
Services Delivered: _____

ATTACHMENT 8 (OFFEROR'S ATTACHMENT E)

PROPOSED BUDGET FORMAT AND CONTENT

Agency/Organization			
Chief Executive Officer:			
Telephone Number:		E-mail Address:	
Chief Financial Officer: (as available):			
Telephone Number:		E-mail Address:	

PROPOSED BUDGET

- The budget should be from January 1, 2022 through June 30, 2022. Round figures to the nearest whole dollar. Carefully check the math.
- This budget is subject to change based on any future contract negotiations.
- All expenses must be justified.

CATEGORY OF EXPENSE	Grant Funding Requested	Other Resources/Funding*	Proposed Program Total
PERSONNEL			
Personnel			
Fringe			
SUBTOTAL PERSONNEL			
OPERATING EXPENSES – Directly Related to Program Objectives			
Travel			
Supplies			
Contractual Services/Consultants			
Equipment Purchase			
Equipment Maintenance/Rental			
Printing/Photocopying			
On site Communications (Telephone, postage)			

Staff Development/Training			
Other, Specify by line item 1. 2. 3.			
SUBTOTAL OPERATING EXPENSES			
AGENCY INDIRECT – Explain below			
TOTAL BUDGET			

Agency Indirect Explanation:

***Other Resources/Funding**

This column records any proposed in-kind or cash match provided by the organization. Please describe these below.

Source of Funding	Line Item	Amount
<i>Example: Community Center</i>	<i>Facility Expenses: Meeting space</i>	<i>\$250</i>

JUSTIFICATION OF EXPENSES

PERSONNEL

Please account for all full-time and part-time positions that are part of the proposed program services only. The salary costs should reflect a January to June timeframe. If the person is considered a contractor, please justify their expenses in the Contractor Services/Consultants Line Item in Operating Expenses. (please attach separate sheet if additional space is needed)

Job Title	Total Number of Hours/weeks worked	Number of Hours/weeks for this program	Hourly Rate or Annual Salary	Amount Paid through this Grant	Amount Paid by Other Resources
1)					
2)					
3)					
4)					
5)					
6)					
TOTALS					

JUSTIFICATION FOR PERSONNEL

Justification for Job Title 1)
Justification for Job Title 2)
Justification for Job Title 3)
Justification for Job Title 4)
Justification for Job Title 5)
Justification for Job Title 6)
Etc.

How is the Fringe Rate Calculated? What rate is applied to this proposed budget?

JUSTIFICATION FOR DIRECT EXPENSES TO OPERATE THE PROGRAM

Using this or another format, please give detailed calculations and narrative explanation that show the importance of the expense to the proposal program. Specify what items are start-up costs, if any.

Line Item	Justification
Travel	
Supplies	
Contractual Services/Consultants	
Equipment Purchase	
Equipment Maintenance/Rental	
Printing/Photocopying	
On Site Communications	
Staff Development/Training	
Other, Specify by line item	

FISCAL MANAGEMENT AND OPERATING PROCEDURES

Are financial statements audited annually? Yes No

If yes, by who? _____

If no, please explain.

Are you required to file Form 990 with the Internal Revenue Service Yes No

If yes, are you current with your filings? Yes No

If no, please explain.

Are your charitable registration with the Maryland Secretary of State and filings with the Maryland Division of Taxation current? Yes No

If no, please explain, since you must be legally able to conduct business in the state of Maryland in order to contract with the Collaboration Council.

Briefly describe the fiscal management and accounting procedures used by your organization.

***As negotiations begin and prior to signing a contract, a copy of your last audit or review must be submitted.**

RFP ATTACHMENT 9

PROPOSAL SUBMISSION CHECKLIST

COVER SHEET

EXAMPLE IS IN RFP **ATTACHMENT 3**

ACKNOWLEDGEMENT

USE THE FORM IN **RFP ATTACHMENT 4**

Table of Contents (not counted in page numbering)

Proposal Narrative, with the following major headings

- Organization Experience and Qualifications
- Detailed Program Service Plan
- Staff Requirements/Plan
- Program Performance Measures/Evaluation
- Data Collection, Record-keeping, and Reporting
- References

Attachments Referenced in the Narrative: (clearly label each attachment with the prescribed letter)

- A. Cultural Competence Self-Assessment Form (**RFP Attachment 5**)
- B. Minority Business Enterprise Report Form (**RFP Attachment 6**)
- C. Position Descriptions/Resumes of staff
- D. References (Use **form in RFP Attachment 7**)

Budget (Include as Attachment E)

Annual Operation/Service Delivery

Line Item Budget

Budget Narrative Explanation*

Description of Fiscal Management and Accounting Practices

Copy of most recent audited financial statements (Include with **Attachment E**)