

Invitation for Bids

Community Sex Offender Treatment Program in Baltimore City, Maryland

SOLICITATION №: 11-JS-024

**STATE OF MARYLAND
DEPARTMENT OF JUVENILE SERVICES**

Issue Date: July 06, 2012

ADPICS №:

V00R2400646

eMaryland Marketplace: MDV0031003769

NOTICE:

Prospective Bidders who have received this document from the Department of Juvenile Services web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name, mailing address, e-mail, and fax number so they may be notified of any amendments to the IFB or other communications. Bidder questions and Procurement Officer's responses, addenda, and other solicitation related information will be provided via EMM. Any prospective Bidder who fails to notify the issuing office with this information assumes complete responsibility in the event that they do not receive communications from the issuing office prior to the closing date of this solicitation.

VENDOR COMMENTS

To help us improve the quality of State solicitations and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form. Please email MCLEANS@djs.state.md.us , or fax (410-333-4191) this completed form to the attention of Solomon McLean, Procurement Officer. Thank you for your assistance.

Solicitation No: _____ Title: _____

I. If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the contract is not in our business line.
- ☐ We lack experience in the work/commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive. (Please explain below.)
- ☐ The specifications are either unclear or too restrictive. (Please explain below.)
- ☐ Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with government is simply too complicated.
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Please explain below.)
- ☐ Other: _____

II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

Remarks: _____

OPTIONAL:

Vendor Name: _____ Date: _____
Contact: _____ Phone: _____
Address or email: _____

THANK YOU!!!

KEY INFORMATION SUMMARY SHEET

**STATE OF MARYLAND
DEPARTMENT OF JUVENILE SERVICES
Invitation For Bids**

**COMMUNITY SEX OFFENDER TREATMENT PROGRAM IN BALTIMORE CITY,
MARYLAND**

SOLICITATION №: 11-JS-024

IFB Issue Date: July 06, 2012

IFB Issuing Office: Department of Juvenile Services

Procurement Officer: Solomon McLean
Phone: (410) 230-3327
Fax: (410) 333-4191
e-mail: MCLEANS@djs.state.md.us

Bids are to be sent to: Department of Juvenile Services
Division of Procurement
One Center Plaza
120 W. Fayette Street, 3rd Floor
Cub. #340
Baltimore, MD 20201
Attention: Solomon McLean

NO-Bid Conference:

Closing Date and Time: July 27, 2012 at 3:30 PM (Local Time)

NOTE:

Prospective bidders who have received this document from the Department of Juvenile Service's web site or www.eMarylandspeedbuy.com or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name, mailing address, e-mail address, and fax number so they may be notified of amendments to the IFB.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Department of Juvenile Services (DJS) is issuing this Invitation for Bid (IFB) to procure a contractor to provide a community-based sex offender treatment program in Baltimore City, Maryland. These services are for selected youth who are alleged or adjudicated offenders. Services shall be for youth residing in the communities in Baltimore City. These services are ordered by the court or recommended by Juvenile Services staff. Male and female youth, ages ten (10) to twenty (20) are the target of these services

1.1.2 DJS intends to make a single contract award as a result of this IFB.

1.2 Abbreviations and Definitions

For the purposes of this IFB, the following abbreviations and terms have the meanings indicated below:

- a) **ADA** – Americans with Disabilities Act.
- b) **ASSIST** – Automated Statewide Support and Information Systems Tool utilized by DJS to manage information related to youth and programs utilized by the agency.
- c) **Bidder** – An entity that submits a bid in response to this IFB.
- d) **Clinical Services** – Includes psychiatric assessments, psychological assessments, psychiatric consultations, and psychological consultations.
- e) **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us
- f) **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A – Standard Payment Contract**.
- g) **Contractor** – The selected Bidder, the business entity awarded the contract for the procured services identified in this IFB.
- h) **Contract Manager** – The State representative that will serve as the technical manager for the Contract that result from this IFB. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i) **Contractor Monitor** – The Department's representative that monitors the daily activities of the Contract and provides technical guidance to the Contractor.
- j) **Day or Days** – means calendar day or days.

- k) **DBM**– The Maryland Department of Budget & Management.
- l) **DJS or Department** - The Maryland Department of Juvenile Services.
- m) **EMM** – eMarylandspeedbuy.com; an electronic commerce system administered by the Maryland Department of General Services.
- n) **GOMA** – Governor’s Office of Minority Affairs.
- o) **HIPAA** - Health Insurance Portability Accountability Act of 1996 and the regulations promulgated pursuant thereto, including the administration simplification provisions relating to the privacy and security of protected health information, the electronic exchange of health information, standard data transaction codes and code sets, and national unique identifiers.
- p) **IFB** – The entire contents of this Invitation For Bids including any amendments/addenda thereto.
- q) **ISP** – Individual Services Plan.
- r) **Local Time** – Time in the Eastern Time Zone as observed by the State.
- s) **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- t) **MDOT** – Maryland Department of Transportation.
- u) **Procurement Officer** – The State representative who is responsible for this IFB and for the determination of Contract scope issues; also the only State representative who can authorize changes to the Contract.
- v) **Renewal Options** – the time period extending the Contract beyond the term of the one year Contract.
- w) **SFP** – The State Finance and Procurement Article of the Maryland Annotated Code as amended from time to time.
- x) **State** – State of Maryland.
- y) **TSP** – Treatment Service Plan.

1.3 Contract Type

The Contract to be awarded will be an Indefinite Quantity Contract with Fixed Unit Prices.

1.4 Contract Duration

- 1.4.1 The Contract resulting from this IFB shall be for a period of one (1) year commencing on or about October 1, 2012, and ending on or about September 30, 2013. In addition, the Contract shall contain one (1) renewal option period of up to twelve (12) month(s), which may be exercised in whole or in part at the sole

discretion of the Department. In the event that a renewal option is exercised, Juvenile Services shall notify the Successful Bidder that it intends to exercise the renewal option at least thirty (30) days prior to the existing Contract's expiration date.

- 1.4.2 Any increases in the Contract amount during any renewal option period, if exercised, will be based upon the D.C./Maryland/Virginia/West Virginia Consumer Price Index for All Urban Consumers (CPI-U) to establish a rate of change or 4%, whichever is the lesser amount. If there is no increase in the CPI-U, the price of the renewal option will remain the same as the Contract rates for the base period of the Contract.
- 1.4.3 In the event the Contract does not commence on October 1, 2012, the Contract shall be effective from the day after it is approved by the Board of Public Works (BPW) and continue in effect for the full one (1) year Contract period.

1.5 Procurement Officer and Contract Manager

- 1.5.1 The sole point-of-contact in the State for purposes of this IFB prior to the award of a contract is the Procurement Officer as listed below:

Solomon McLean, Procurement Officer
Department of Juvenile Services
One Center Plaza
120 W. Fayette Street, 3rd Floor
Cub. #340
Baltimore, Maryland 20201
Telephone: 410-230-3327
Fax: 410-333-4191
Email: MCLEANS@djs.state.md.us

DJS may change the Procurement Officer at any time by written notice to the Contractor.

- 1.5.2 The State's Contract Manager manages the daily activities of the contract and provides technical guidance to the Contractor. The State's Contract Manager for this project is:

Director of Behavioral Health
Department of Juvenile Services
One Center Plaza
120 W. Fayette Street
Baltimore, Maryland 21201
Telephone: 410-230-3480
Fax: 410-333-4197

DJS may change the Contract Manager at any time by written notice to the Contractor.

1.6 Pre-Bid Conference

1.6.1 No Pre-bid Conference is Scheduled

1.7 Questions

- 1.7.1 The Procurement Officer, , will accept written questions from prospective bidders. To the extent possible and as appropriate. Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer. Questions, written, will be accepted from prospective bidders.
- 1.7.2 All questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all prospective bidders who are known to have received a copy of the IFB.
- 1.7.3 The cutoff date for questions is: July 18, 2012

1.8 Bids Due/Closing Date

- 1.8.1 An unbound original, plus four (4) copies, and an electronic version of the paper submission copy on a diskette and CD (See Section 3.2.5) of each bid must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **July 27, 2012, at 3:30 PM, Local Time**, in order to be considered. Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, bids received by the Procurement Officer after the closing time and date will not be considered. Bids delivered by email or facsimile shall not be considered.
- 1.8.2 Bids will be opened on July 31, 2012, at 10:00 AM, Local Time, One Center Plaza, 120 W. Fayette Street, Baltimore, Maryland in accordance with the provisions of COMAR 21.05.02.11B. Bids will be made available for public inspection at or within a reasonable time after bid opening. Any material claimed to be confidential or proprietary by the bidder must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. The reason for each claim shall be included.

1.9 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only with the bidder's written consent.

1.10 Revisions to the IFB

If it becomes necessary to revise this IFB, amendments will be provided to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Acknowledgement of the receipt of all amendments to the IFB must accompany the bidder's bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

1.11 Cancellations

The State reserves the right to cancel this IFB and to accept or reject any and all bids, in whole or in part, received in response to this IFB.

1.12 Incurred Expenses

The State will not be responsible for any costs incurred by a bidder in preparing and submitting a bid, or in performing any other activities relative to this solicitation.

1.13 Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's compliance to the requirements of this IFB.

1.14 Protests/Disputes

Any protest or dispute related respectively to this IFB or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.15 Multiple or Alternate Bids

A bidder may not submit more than one (1) bid. Multiple or alternate bids will not be accepted.

1.16 Access to Public Information Act Notice

1.16.1 A bidder should give specific attention to the clear identification of those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

1.16.2 Bidders are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

1.17 Bidder Responsibilities

The State will enter into a Contract only with the selected bidder. The selected bidder/Contractor shall be responsible for all products and services required by this IFB. Subcontractors, if any, must be identified and a complete description of their role relative to the bid must be included in the bid. If a bidder that seeks to perform or provide the services required by this IFB is a subsidiary of another entity, all information submitted by the bidder, such as, but not limited to, references and financial reports, must pertain exclusively to the bidder, unless the parent organization will provide guarantees for the performance of the subsidiary.

1.18 Mandatory Contractual Terms

By submitting a bid in response to this IFB, a bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and any amendments thereto, and the State's Contract, included in this IFB as **Attachment A**.

1.19 Bid/Proposal Affidavit

A completed Bid/Proposal Affidavit shall accompany the bid submitted by a bidder. A copy of this Affidavit is included as **Attachment B** to this IFB.

1.20 Contract Affidavit

All bidders are advised that if a contract is awarded as a result of this IFB, the successful bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C** of this IFB. This Affidavit should not be submitted with a bidder's bid but shall be provided within five (5) business days of notification of proposed contract award.

1.21 Arrearages

By submitting a response to this solicitation, the bidder represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the

payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract if selected for the contract award.

1.22 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Bidding procurement method as described in Maryland Code of Regulations (COMAR) 21.05.02.

1.23 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible bidder whose headquarters, principal base of operations, or principal site that will primarily provide the products required under this IFB is in another state submits the most favorable bid price; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice, gives to its residents.

1.24 No Bid Statement

Vendors not responding to this solicitation are requested to submit the “Vendor Comments” form, which includes company information and the reason for not responding (i.e. too busy, can’t meet mandatory requirements, etc). This form is located in the IFB immediately following the Title Page.

1.25 Award Basis

1.25.1 The State reserves the right to award the Contract to the responsive and responsible bidder submitting the most favorable bid price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. The most favorable bid price will be the lowest price total on **Attachment G - Bid Price Instructions and Form**.

1.25.2 In the event of a tie bid, the process documented in COMAR 21.05.02.14 shall apply.

1.26 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any

potential bidder complete registration prior to the due date for receipt of bids. A bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful bidder from final consideration and recommendation for Contract award.

1.27 False Statements

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a) In connection with a procurement Contract, a person may not willfully:
 - Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.28 Use of "e-Maryland Marketplace"

1.28.1 eMaryland Marketplace speedbuy (eMM) is an electronic commerce system administered by the Maryland Department of General Services. The name of the solicitation shall be posted on the DJS website at www.djs.state.md.us. This site links to eMM. Bidder questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.

1.28.2 In order to receive a Contract award, a vendor must be registered on eMM prior to Contract award, however it is highly suggested by bid submission time. eMM registration is free and made through the eMM website at <https://emarylandspeedbuy.com>.

1.29 Electronic Funds Transfer

By submitting a response to this IFB, the bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected bidder/Contractor must register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the

COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>, or by **Attachment H** to this IFB.

1.30 Living Wage

- 1.30.1 A solicitation for services under a State contract valued at \$100,000 or more may be subject to SFP Title 18. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see **Attachment K - Living Wage Requirements for Service Contracts**). If a Bidder fails to submit and complete the Living Wage Affidavit of Agreement, the State may determine that Bidder not to be responsible.
- 1.30.2 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee not less than the rate specified by law which may be viewed on the Department of Labor, Licensing and Regulation website at: <http://www.dllr.maryland.gov/>. Living Wage rates are subject to annual adjustment by DLLR.
- 1.30.3 The Contract resulting from this solicitation will be deemed to be a **Tier 1** contract.
- 1.30.4 Information pertaining to reporting obligations may be found by going to the DLLR website <http://www.dllr.state.md.us/> and clicking on Living Wage.

1.31 Electronic Procurements Authorized

- 1.31.1 Unless otherwise prohibited by law, DJS may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract.
- 1.31.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the IFB or the Contract.
- 1.31.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.

1.31.4 In addition to specific electronic transactions specifically authorized in other sections of this IFB (e.g. §1.29 related to EFT) and subject to the exclusions noted in section 1.31.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMaryland Marketplace, e-mail or facsimile to issue:
 - a. the solicitation (e.g. the IFB);
 - b. any amendments;
 - c. pre-proposal conference documents;
 - d. questions and responses;
 - e. communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
 - f. notices of award selection or non-selection; and
 - g. the Procurement Officer's decision on any protest or Contract claim.
2. A Bidder or potential Bidder may use e-mail or facsimile to:
 - a. ask questions regarding the solicitation;
 - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - c. request a debriefing; or
 - d. submit a "No Bid Response" to the solicitation.
3. The Procurement Officer, the State's Contract Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section E of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Manager.

1.31.5 The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial bids or proposals;
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by DJS to require original signatures (e.g. Contract execution, Contract modifications, etc); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.

- 1.31.6 Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the IFB, the Contract, or in the direction from the Procurement Officer or Contract Manager.

1.32 Minority Business Enterprise-Subcontractors Participation Goal

- 1.32.1 Minority Business Enterprises (MBEs) are encouraged to respond to this solicitation. Bidders that are minority owned and controlled, but not certified through the Maryland Department of Transportation (MDOT) are also encouraged to respond to this solicitation and are encouraged to obtain certification.

- 1.32.2 All questions related to the certification process should be addressed to:

Maryland Department of Transportation
Minority Business Enterprises
P.O. Box 8755
BWI Airport, Maryland 21240-8755
Phone: 1-800-544-6056
Website: www.mdot.state.md.us

- 1.32.3 The Contractor shall be responsible for all services required by this IFB, including the performance of any subcontractors it hires or otherwise relies upon. A Maryland certified MBE subcontract participation goal of **5%** of the total Contract dollar amount has been established for this procurement. If a Contractor is an MDOT certified MBE they will still be required to subcontract another MDOT certified MBE to meet this goal.
- 1.32.4 Bidders shall submit **Attachment N** with the Sealed Bid. If a Bidder fails to accurately and fully complete and submit these attachments with their Sealed Bid, as required, the Procurement Officer shall deem the offer not reasonably susceptible of being selected for award and the Price Bid will be returned unopened. See **Attachment N: Minority Business Enterprise Participation Instructions and Forms N-1 through N-5, DJS-FRM-109**, for complete details and instructions pertaining to MBE participation.
- 1.32.5 Questions or concerns regarding the MBE requirements of this solicitation shall be raised before the submission deadline for the Bids.

1.33 Late Payment of Subcontractors-Prompt Payment Policy

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and SFP Title 14, Subtitle 3, and COMAR 21.01.01.03 and

21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Bidder to this solicitation who is awarded a Contract under this solicitation must comply with the prompt payment requirements outlined in the Contract. Additional information is available on the GOMA website at:

http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

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SECTION 2 – SCOPE OF WORK

2.1 Background and Purpose

- 2.1.1 Background: The Maryland Department of Juvenile Services provides individualized care and treatment to youth who are alleged or adjudicated offenders and are supervised in the community. DJS utilizes a continuum of services and treatment for juveniles with an expanded community-based focus. The treatment and programs include probation, home detention and monitoring, community service, victim restitution, and counseling. Some youth that may pose a risk to themselves, or to public safety are placed in secure residential programs or detained pending appropriate placements.
- 2.1.2 Purpose: The purpose of this solicitation is to procure a community-based sex offender treatment program for selected youth who are alleged or adjudicated sexual offenders that reside in Baltimore City, Maryland by providing:
- a). one (1) group counseling session per week, if at least four (4) or more youth are available for the group;
 - b). up to two (2) additional sessions of individual counseling, family counseling, crisis intervention and/or diagnostic interview sessions if clinically warranted; and
 - c). full or updated psychosexual assessment on each youth referred for community-based sex offender treatment if a report of one conducted within the past twelve (12) months is not included with the referral packet on each youth.

2.2 Bidder Qualifications

- 2.2.1 Bidders must complete the Minimum Qualifications Certification (**Attachment I**) to certify that the following minimum qualification is met.
- 2.2.2 Bidders must demonstrate that they have three (3) years minimum experience in providing sex offender treatment services to youth within the last five (5) years.
- 2.2.3 Bidders must provide a copy of their application to the Medicaid Recipients Program through the Department of Health and Mental Hygiene or provide proof of being a Medicaid Provider.
- 2.2.4 Bidders must provide a copy of the license(s) of clinical staff that will provide sex offender treatment services.
- 2.2.5 A sample copy(s) of a sex offender assessment or closely related report from each clinician.

- 2.3.1 Juvenile Services shall control all referrals to the program. The Contractor shall accept referrals for youth ten (10) to eighteen (18) years of age beginning on the effective date of the contract. The Juvenile Services Case Manager Specialist is the point person for the referral process in collaboration with the local Resource Coordinator/designee. The Contractor shall have the capability of receiving referrals (requests for appointments) by facsimile transmission or electronic mail. Referrals will come from the DJS Resource Office located at:

Department of Juvenile Services
Baltimore City Juvenile Justice Center
300 N. Gay Street, 2nd Floor
Baltimore, Maryland 21202
Phone: (443) 263-8775
Facsimile: (443) 253-8760

- 2.3.2 Within twenty-four (24) hours of receiving the referral or by the next business day, the Contractor shall provide the date and time of the initial session by facsimile transmission or electronic mail to the Juvenile Services Case Manager Specialist. After receipt of the appointment date and time and prior to the youth's first session, the Juvenile Services Case Manager Specialist will submit to the Contractor a written case information packet including, if available, the most recent psychosexual assessment, social history, educational information, current Treatment Service Plan (TSP), court history, and any previous psychological and/or psychiatric evaluations.

2.4 Service Components

- 2.4.1 The Contractor shall provide community-based sex offender treatment for referred youth who are adjudicated sexual offenders and who reside in Baltimore City, Maryland. Sex offender treatment services are ordered by the court or recommended by Juvenile Services staff. Targeted for these services are male and female youth, ages ten (10) to twenty (20).
- 2.4.2 The average length of stay shall be six (6) months. If treatment needs to continue beyond six (6) months, the Contractor shall contact the Resource Coordinator and DJS Case Manager Specialist within thirty (30) days prior to the youth's release date, to schedule a case conference to determine whether treatment shall continue. In the case of no agreement between the Contractor and the DJS Case Manager, the Director of Behavioral Health will determine if there is a need for extended treatment.
- 2.4.3 Services shall be scheduled primarily Monday through Friday during regular business hours of 8:00 am to 5:00 pm. However, evening and weekend hours may be arranged, if the involved parties agree to the off-hours scheduling.

- 2.4.4 The Contractor shall provide one (1) group counseling session per week, for the term of the Contract if there are at least four (4) youth referred to the Contractor. These sessions shall be one and a half (1 ½) hours in duration. The sessions shall be held at a site which is sufficient for group counseling. The average daily population of the weekly group shall be no less than four (4). It is anticipated that group size will range between four (4) and twelve (12). Should the number of participants fall below four (4), the Resource Specialist Supervisor will confer with the provider to determine individual plans for those youth. **Factors including but not limited to each youth's age, developmental level, risk level and typology of each youth shall be taken into consideration when formulating the groups and deciding upon which youth shall receive individual and group counseling.**
- 2.4.5 In addition to group counseling, the Contractor shall provide individual counseling, family counseling, crisis intervention and/or diagnostic interview sessions, as determined by the Contractor and the Juvenile Services Case Manager Specialist. These services shall be provided in Baltimore City, Maryland. **Youth requiring additional services, shall receive one or more hours of additional services per week, including family sessions, based on the Contractor's assessment of youth progress and in consultation with the Resource Specialist Supervisor or designee.**
- 2.4.6 The Contractor shall conduct either a full or updated psychosexual assessment on each youth referred for community-based sex offender treatment. A full psychosexual evaluation will be conducted on each DJS referred youth, if a report of one conducted within the past twelve (12) months is not included in the referral packet sent to the Contractor. If, however, the referral packet includes such a report, only an updated psychosexual assessment (with report) will be conducted on the referred youth. The content, methods, completion and report transmittal deadline requirements for the full and updated psychosexual assessments are outlined in the Psychosexual Assessment Update and a Full Psychosexual Assessment in the following paragraphs.

The Contractor shall provide verbal and written notification of all missed appointments by the next business day to the referring Resource Office or the youth's assigned Case Manager. The Contractor shall reschedule the evaluation within five (5) days of referral and provide verbal and written notification to the referring Resource Office.

2.4.7 **Psychosexual Assessment Update**

The psychosexual update assessment will be conducted on all youth whose referral packet includes a psychosexual assessment report completed within the last twelve (12) months of the referral. This evaluation shall be completed by the youth's third visit and the updated psychosexual report forwarded to the Juvenile

Services' Case Manager Specialist within five (5) days following completion of the evaluation. The purpose of the update evaluation is to determine whether there have been substantive changes (since date of the previous psychosexual assessment) in the youth's social/familial, mental, behavioral, cognitive, emotional, health, substance use/abuse, or psychosexual status that support a change in his/her DSM-IV multi-axial diagnostic profile, risk status for sexual offense recidivism, program placement, management, and treatment needs.

The psychosexual updated evaluation shall involve a face-to-face interview with the youth and parent/guardian. The Contractor may also wish to interview others involved in the youth's life, such as extended family, school personnel, DJS Case Manager Specialist, other human service providers, etc. These interviews may be conducted face-to-face or by telephone.

In addition to conducting the required interview and others as clinically indicated, the Contractor's methods of evaluation must also include a review of all documents and reports contained in the referral packet, mental status examination, differential-diagnostic evaluation, and the re-administration/administration of Juvenile Sex Offender Assessment Protocol-II, (J-SOAP-II) (only the "dynamic" sections/scales are required if this instrument was administered during the previous psychosexual assessment), Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR), and the Adolescent Cognition Scale or comparable instrument. The update report shall be titled "Updated Psychosexual Assessment Report" and will minimally include the following sections/content/information:

- A. Identifying data: name, age, gender, date-of-birth, race/ethnicity, current residence;
- B. Grade, regular or special education, and school name & address;
- C. Name & address of parent/guardian;
- D. Reason for referral or purpose of evaluation (with statement that youth has been informed of confidentiality limits);
- E. History of convictions and pending charges (especially sex offense convictions or pending charges);
- F. Listing of date and assessment methods employed;
- G. Mental status examination results (to include documented or estimated intellectual functioning);
- H. Psychosexual history update (incidences, experiences, etc. since date of last evaluation);
- I. Major parent/guardian interview findings (those with management, placement, or treatment implications);
- J. J-SOAP, ERASOR, & adolescent cognition scale results;
- K. Current social stressors requiring intervention/management;
- L. Differential diagnostic update evaluation findings (with DSM-IV, multi-axial diagnosis/prognosis);

- M. Changes in psychosexual assessment findings, conclusions, and recommendations since date of last evaluation; and
- N. Date report completed & name, title and license of person who conducted the evaluation.

In the event DJS does not provide a current psychosexual assessment performed and reported within the past twelve (12) months, the Contractor shall conduct a Full Psychosexual Assessment and prepare a report of its findings and recommendations.

2.4.8 Psychosexual Assessment Update Report

Psychosexual assessment update reports shall be forwarded to the DJS Case Manager Specialist within five (5) working days of the completion and shall contain documentation of any changes to the components outlined in Section 2.4.7. The report shall reflect the youth's present level of functioning, behavior, and social situation at the time of admission.

2.4.9 Psychosexual Assessment Report

If a complete psychosexual assessment is recommended, the Contractor shall justify the need for a Full Psychosexual Assessment and obtain written approval from the DJS Case Manager Specialist and Resource Coordinator. The Psychosexual Assessment Report shall be forwarded to the Juvenile Services Case Manager Specialist within five (5) working days of the assessment and shall contain the following components:

- A. Identifying data: name, age, gender, date of birth, race/ethnicity, current residence;
- B. Grade, regular or special educations, and school name & address;
- C. Name & address of parent/guardian;
- D. History of convictions and pending charges (especially sex offense convictions or pending charges);
- E. Records reviewed: a listing of all items reviewed by date, institution, author & descriptive note of content. Records include police report, educational records/reports, prior psychosexual assessment, social history, DJS treatment service plan, court history, and any previous psychological and/or psychiatric evaluations;
- F. Assessment tools employed: a listing of all evaluative procedures should be provided with an explanation of any that may be unfamiliar to a lay audience, such as diagnostic terms;
- G. Mental status examination results (to include documented or estimated intellectual functioning interviews conducted: a listing of all persons interviewed and whether telephone or face-to-face);
- H. Major parent/guardian interview findings (those with management, placement, or treatment implications);
- I. Current social stressors requiring intervention/management;

- J. Referral question & circumstances;
- K. Clinical observations;
- L. Historical Information;
 - 1. Developmental and health history;
 - 2. Family history;
 - 3. Academic history;
 - 4. Substance abuse and delinquent history;
 - 5. Treatment history;
 - 6. Psychosexual History;
 - a. Normal psychosexual markers;
 - b. Problem areas, especially episodes of client being sexually abused or a sexual predator;
 - c. Evidence of historical progression of sexually aggressive behavior over time, especially use of alcohol or drugs to incapacitate a victim;
 - d. History of assaultive behaviors including physical and/or emotional intimidation or abuse of siblings and/or other vulnerable persons;
 - e. History of self destructive behaviors;
 - f. Ability to accept responsibility for behavior;
 - g. Substance abuse history;
 - h. History of sexual victimization, physical and/or psychological abuse;
- M. Results of the Juvenile Sex Offender Assessment Protocol-II (J-SOAP-II), Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR) and the adolescent Cognition Scale or comparable instrument;
- N. Assessment findings: personality and symptomatology, sexual attitudes, formulation, summary;
- O. DSM-IV multi-axial diagnoses/prognosis; and
- P. Recommendations related to:
 - 1. Community Safety Needs;
 - Protection for potential and known victims;
 - Intensity and nature of supervision conditions that will reduce likelihood of re-offense;
 - Identification of risk potential;
 - Identification of the treatment setting, intensity and type;
 - Limitation of access to potential treatment resources;
 - 2. Offense-Specific Treatment;
 - Identification of needs relevant to the sexually abusive behavior;
 - Identification of risk factors and safety plans;
 - Assessment of treatment amenability;
 - Service and placement considerations;
 - 3. Mental health, substance abuse and education needs;
 - Identification of concurrent disorders that require adjunct treatment;
 - Indication whether adjunct services need to occur prior to offense specific treatment or concurrently;

4. Family needs and risk assessment;
Identification of family's educational and intervention needs;
Findings of a parent interview/assessment, including parental response (i.e., denial, defensiveness, minimization) to the reported sexual offense;
Demonstrated ability and availability of supervision;
Parental protection of vulnerable family members, as appropriate;
Family validation of seriousness of abusive behavior, perception of responsibility and recognition of victim experience;
Strengths evident in family members and/or system;
Possibility of involvement of any family members in the abuse incident/s;
Any prior/concurrent involvement with the Department of Social Services;
Identification of specific treatment needs for any identified dysfunction or deficit.

The report shall document the findings gathered during the assessment process and any further evaluation or special treatment needs not provided by this Contract.

2.4.10 Clinical Services

Employees who meet the qualifications listed in the section "Administration and Management" found later in this solicitation shall perform the following duties:

- A. Review the referral material prior to a youth's entry into the program.
- B. Provide short-term crisis intervention counseling to the youth and to the family on an as-needed basis. The Juvenile Services Case Manager Specialist shall be notified by the Contractor at the end of the workday or by the next business day in the event crisis intervention is necessary.
- C. Track (ongoing) all youth for signs of mental illness, violence, trauma and substance abuse issues while in the program.

Services provided beyond these parameters must be pre-approved by the local Juvenile Services Resource Coordinator/designee.

2.4.11 Case Management

The Contractor shall:

- A. Review the Treatment Service Plan (TSP) provided by DJS and develop an Individual Service Plan (ISP) based on review of the TSP and psychosexual assessment report/update. Submit typed copies of the ISP to the referring Juvenile Services Case Manager Specialist within thirty (30) days of the youth's admission into the program. Review and update the ISP every thirty (30) days thereafter. Forward copies to the Juvenile Services Case Manager Specialist within seven (7) calendar days of their revision.

ISPs are to be specific and contain, at a minimum, the following:

1. Strengths and problem areas;
 2. An assessment of the degree of danger the youth presents to the community;
 3. Services to address problem areas;
 4. Short and long term goals with time frames when services will be provided; and
 5. Recommendations for additional services, if appropriate.
- B. Provide typewritten progress reports to the referring Juvenile Services Case Manager Specialist every thirty (30) days and seventy-two (72) hours prior to a youth's scheduled court appearance. These reports are to address each component of the ISP and the progress made by the youth in each problem area.
- C. Administer pre- and post- treatment tests to measure each youth's ability to identify sexual offending behaviors, and submit test results and aggregate data to the DJS Contract Monitor upon the youth's discharge.
- D. Monitor program activity and submit monthly reports to the Office of Research, Planning and Policy and the Contract Monitor as specified in the Reports Section 2.7.5 of this document.
- E. Make contact with the assigned Juvenile Services Case Manager Specialist a minimum of one time per month and other Juvenile Services staff on an as needed basis. Inform the Juvenile Services Case Manager Specialist of any basic health and material needs that have been identified as a problem.
- F. Schedule a forty-five (45) day review with the assigned Juvenile Services Case Manager Specialist and Contractor to discuss issues of concern, upon approval of the Sex Offender and Trauma Coordinator.
- G. Contact the DJS Case Manager Specialist each time a youth misses an appointment. A missed appointment is defined as failure to appear for a scheduled individual or family counseling session without prior notification. The Contractor shall utilize outreach, both in person and by telephone, to maintain contact and promote participation in these services.
- H. Schedule a termination review prior to discharge, to include at a minimum, the assigned DJS Case Manager Specialist and the Contractor. If the Case Manager Specialist believes discharge is premature or there are outstanding clinical issues, the Sex Offense and Trauma Coordinator/designee shall be included.
- I. Provide a typewritten discharge summary to the DJS Case Manager Specialist ten (10) calendar days prior to termination of services. The report will include, but not be limited to: significant personal, educational, and social adjustments while in the program, services provided, reason for termination, and recommendations for continued improvement.
- J. Contact the DJS Resource Coordinator and DJS Case Manager Specialist to schedule a case conference for any youth who requires treatment beyond six (6) months.

- K. Choose a location where the services are to be provided, preferably in Baltimore City, which is mutually agreeable upon by the Contractor and the DJS Resource Specialist. DJS will strive to choose a mutually agreeable location, however any final decision rests with DJS. The Contractor may choose to utilize a DJS Area Office or some other site that is readily accessible to youth and parent and is appropriate to provide services. Services shall be scheduled primarily Monday through Friday during regular business hours. However, evening and weekend hours may be arranged if the involved parties agree to the off-hours scheduling. Families of youth residing in the community are responsible for their own transportation although the DJS Case Management Specialist may assist with transportation as needed.

2.5 Administration and Management

- 2.5.1 The Contractor shall provide qualified staff to execute the terms of the Contract. All clinical staff shall hold a master's or doctoral degree in a human services field, such as social work, psychology, counseling or educational psychology, from a fully accredited college or university, or a medical degree if the individual is a psychiatrist. All clinical staff must be a Maryland licensed (or license eligible) mental health professional and must comply with all licensing maintenance and renewal requirements. In addition to meeting this requirement, all clinical staff must be able to document both training completed and three (3) years of experience in adolescent sex offender evaluation and treatment. A copy of each clinical staff's CV, current license, and CEU certificates (obtained during the past two years) must be included in the bid. A copy of a psychosexual assessment report (or a closely related adolescent assessment report) must also be included in the packet for each clinician who would be providing this service to referred DJS youth. A sample copy of a treatment plan developed for an adolescent with a sex offender (or similar) history may also be requested if needed by DJS to determine that a Bidder possesses the skills necessary to fulfill the contract deliverables.
- 2.5.2 In regards to training in adolescent sex offender evaluation and treatment, the training may include (but is not limited to) behavioral/cognitive therapy methods, reconditioning and relapse prevention, sexual dysfunction, victimology, sexual addiction, sexual deviancy, child/adolescent development, and ethics and professional standards. Of the training credits/courses submitted to meet the training requirement of this solicitation, it is desirable that each clinician document that he/she has received recent [previous two (2) years] training in adolescent sex offender evaluation and/or treatment.
- 2.5.3 Licensed professionals and professionals in graduate training and/or post graduate residency who do not meet experience and training requirements may be considered for eligibility to execute the terms of this Contract. Licensed professionals not meeting the training and experience requirements shall arrange

for ongoing supervision with a professional meeting the above criteria. Professionals in graduate training and/or post graduate residency shall be considered for eligibility to execute the terms of this Contract if their work is part of a degree program leading to licensure and their clinical work is supervised by a professional meeting the above criteria. [Supervision means one (1) hour of supervision every week by a provider pre-approved by the DJS Director of Behavioral Health.]

2.5.4 For each clinical staff person, the Contractor shall provide the following to the DJS Director of Behavioral Health:

- A. Vitae documenting qualifications and experience, including the above training;
- B. A copy of current Maryland license/certificate to practice; and
- C. Criminal Background and Child Protective Services Investigations pursuant to Sections 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland.

2.5.5 All clinical staff must be approved by the Director of Behavioral Health/designee prior to their providing services to youth.

2.5.6 **Clerical Staff** - If needed, to facilitate the orderly and timely flow of reports and summaries.

2.5.7 **Continuous Performance of Key Personnel Provisions**

Unless substitution is approved per Section 2.5.7.2 of this section, key personnel shall be the same personnel proposed in the Bidder's Bid, which will be incorporated in the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the bid. Key personnel may not be removed by the Bidder from working under this Contract as described in the IFB or the Bidder's Bid without the prior written concurrence of the Contract Manager.

2.5.7.1 **Key Staff General Substitution Provisions**

The following provisions apply to all of the circumstances of staff substitution described in this section.

Except for relief staff positions:

1. The Bidder shall demonstrate to the Contract Manager's satisfaction that the proposed substitute personnel have qualifications at least equal to those of the personnel for whom the replacement is requested.
2. The Bidder shall provide the Contract Manager with a substitution request that shall include:

- a detailed explanation of the reason(s) for the substitution request;
- the resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
- the official resume of the current employee for comparison purposes; and
- any required credentials.

3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager, and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

4. The Contract Manager will notify the Bidder in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a requested key personnel replacement.

2.5.7.2 Replacement Circumstances

1. Voluntary Staff Replacement:

Except for temporary replacement by Relief Staff the Bidder shall submit a substitution request as described in previous Sections to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in section four of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Staff Replacement Due to Vacancy:

Relief Staff shall immediately replace any staff vacancies due to the sudden termination, resignation or leave of absence.

3. Staff Replacement Due to an Indeterminate Absence:

If any key staff has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave or Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume his/her job duties, before the twenty-fifth (25th) day of continuous absence the Bidder shall identify a suitable replacement and provide the same information or items required under section four (4) of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option of the Contract Monitor the original staff may continue to work under the Contract, or the replacement staff will be authorized to replace the original staff, notwithstanding the original staff's ability to return. Relief Staff will provide coverage in this situation.

4. Directed Staff Replacement:

- a. The Contract Monitor may direct the Bidder to replace any staff that is perceived as being unqualified, non-productive, unable to fully perform his/her job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or that has committed a major infraction(s) of law or agency or Contract requirements. Normally a directed replacement would only occur after prior notification of problems with requested remediation, as described in 4.b. below. If after such remediation the Contract Manager determines that the staff performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days' replacement notification will be provided. However, if the Contract Manager deems it necessary to remove the offending individual with less than fifteen (15) days' notice, the Contract Manager can direct the removal of a timeframe of less than fifteen (15) days, to include immediate removal.

In circumstances of directed removal, the Bidder shall, in accordance with section four (4) of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, if that occurs first.

- b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any personnel performance issues to the Bidder, describing the problem and delineating the remediation requirement(s). The Bidder shall provide a written Remediation Plan within ten (10) days of the date of notice and implement the Remediation Plan immediately upon written acceptance by the Contract Manager, or revise and resubmit the plan to the Contract Manager within five (5) days, as directed in writing by the Contract Manager.

Shall performance issues persist despite the previously agreed to Remediation Plan, the Contract Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit, or direct the substitution of personnel whose performance is at issue with a

qualified substitute, including requiring the immediate removal of the key staff at issue.

- c. Replacement or substitution of personnel under this section shall be in addition to and not in lieu of the State's remedies under the Contract.

2.5.8 Health Insurance Portability and Accountability Act

The Contractor shall become familiar and comply with, to the extent applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), P.L. 105-191, and its implementing regulations, 45 C.F.R. Parts 160 through 164.

2.5.9 Alternative Funding Sources

The Contractor shall first bill available alternative funding sources (Medicaid, Medical Assistance or Third Party insurance) for payment of services before billing DJS, for eligible youth and be reimbursed by the appropriate insurance coverage. The Contractor shall accept fees received by Medicaid, Medical Assistance, or Third Party insurance for 100% of the cost for services covered under this IFB, for eligible youth. The Contractor shall only bill DJS for fees for youth which are ineligible for any of the above listed insurance coverage or for fees not covered by Medicaid or Third Party insurance. The Contractor shall submit an invoice to DJS in accordance with the prices identified on the Price Sheet.

2.6 Bid Price

- 2.6.1 The Department will pay a set price for services as specified in the bid price sheet.
- 2.6.2 The Department will not pay for services described in the scope of work before services are provided.
- 2.6.3 The unit bid prices as submitted on the bid form (**Attachment G-Bid Price Instructions and Form**) for the base period shall remain firm for the duration of the Contract.

2.7 Invoicing

- 2.7.1 Juvenile Services shall pay the contractor in accordance with Article 4 of the Contract. Payments pursuant to this contract shall be made no later than thirty (30) days after receipt by Juvenile Services of a proper invoice from the Contractor. Charges for late payment of invoices shall be governed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

2.7.2 A proper invoice shall be sent in triplicate and shall certify that the work and services have been performed, that payment for this work has not been received, and that the amount specified is due and payable. (See, **Attachment J - Sample Invoice**).

2.7.3 The Contractor agrees to send all invoices to:

Department of Juvenile Services
Baltimore City Region
300 N. Gay Street
Room B 3010 - Accounting
Baltimore, MD 21202
Attn: Accounts Payable

2.7.4 Where applicable, all Contractors doing business with the Department are to adhere to the Department's Standard of Conduct and Disciplinary Process (SC & DP), **Attachment L**. The SC & DP is available on the Department's web site, www.djs.state.md.us. The document can be found under the heading "Publications." To the extent that any provision articulated in the SC & DP that applies to privately operated facilities may appear inconsistent, COMAR 01.04.06 through 01.04.07 prevails.

The following sections of the SC & DP dated August 31, 2000, are not applicable to the Contractor.

3.0 Attendance Requirements

4.0 Disciplinary Standards

5.0 Implementation of Corrective Disciplinary Sanctions

6.0 Appeals and Grievances

Subsections: 1.3, 2.3, 2.8, 2.20, and 2.22.

The Department's Office of Quality Assurance and Accountability is responsible for monitoring and investigating all aspects of issues related to the SC & DP.

2.7.5 The Contractor shall also submit the following monthly reports to the Contract Manager or designee no later than the 15th of the following month summarizing all services for the preceding month and the total amount invoiced for during the preceding month. Each of these reports shall be submitted to the identified office at the DJS Headquarters Office, 120 W. Fayette Street, Baltimore, Maryland 21201:

a) **Youth Reports** - Submittals shall include treatment service plans, discharge summaries and monthly progress reports as required and defined in the Specifications.

b) **Incident Reports** - The Contractor shall report incidents pertaining to youth to the Contract Monitor/designee in the form and format required by Juvenile Services and in keeping with the policy and procedures established by Juvenile Services. The Contractor will be required to fax the completed incident form to Juvenile Services. In addition to reporting the incident by fax, the Contractor

shall be required to enter the incident in the Juvenile Services Incident database on a secured Internet portal. The Contractor shall be responsible for scheduling the required training with Juvenile Services for all designated staff in order to obtain access to the database. Contact information to coordinate the training and the fax number to fax the incident report to shall be provided by Juvenile Services upon award to the selected Contractor. Critical incidents are required to be reported immediately to the DJS Office of Investigations and Audits (OIA). (See **Attachment L: Incident Reporting Policy, MGMT-03-07**, and **Attachment L: Reporting and Investigating Child Abuse and Neglect Policy, MGMT-1-00**);

c) Monthly Statistical Reports - The Contractor shall maintain a monthly statistical report on an on-going basis in a Microsoft Excel for Windows 2002 Version or similar format. (See **Attachment M: Monthly Statistical Report**) This report shall be submitted to the DJS Office of Research, Evaluation and Planning by the 15th of each month on the previous month's program activity. The Monthly Statistical Report, along with complete instructions, can be accessed by going to DJS website www.djs.state.md.us under Report Forms for vendors. A copy of the Monthly Statistical Report shall be submitted with the Monthly Invoice;

d) Minority Business Enterprise Reports - The Contractor and Minority Business Enterprise (MBE) subcontractor(s) shall provide monthly reports on MBE payment activity. See **Attachment N - Minority Business Enterprise, DJS-FRM-109**. These reports shall be submitted to the Office of Research, Evaluation and Planning by the fifteenth of each month on the previous month's program activity;

e) Program Narrative Reports - The Contractor shall submit a narrative report on program accomplishments, challenges or any other issues relating to performance. The report shall be submitted to the DJS Office of Research, Evaluation and Planning within thirty (30) days before the end of the Contract. The Contractor is also encouraged to report any program accomplishments or challenges as they arise.

2.8 Past Contracts with State

As part of its bid, each Bidder shall provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last five (5) years. For each identified contract the Bidder is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidders' level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

2.9 Insurance Requirements

2.9.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

2.9.2 The Contractor shall maintain insurance policies of the proper type and limits specified below.

A. Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act and the Federal Employers Liability Act.

B. General Liability - The Contractor shall maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this Contract.

(1) Broad Form Comprehensive General Liability Insurance with a minimum coverage of \$300,000 for each person and \$500,000 for each occurrence.

(2) Professional Liability Insurance with a minimum coverage of \$1,000,000 for each person, \$3,000,000 aggregate.

2.9.3 The State will be named as an Additional Insured on all liability policies (except for Worker's Compensation) and Certificates of Insurance evidencing this coverage shall be provided prior to the commencement of any activities. Upon execution of a Contract with the State, current certificates of insurance will be provided to the State and thereafter from time to time, as directed by the State. A Certificate of Insurance shall automatically be provided to the Contract Manager (Sec 1.5) on a yearly basis on the contract anniversary date for the duration of the contract.

2.9.4 The State shall receive written notification of non-renewal from the issuer of the insurance policies at least forty-five (45) calendar days before the expiration of said policies. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the non-renewed insurance policy.

2.10 Quality Improvement

The Contractor shall have an ongoing quality improvement plan, which reviews and evaluates the quality and effectiveness of the services provided. This plan shall be submitted to the Director of Behavioral Health Services within forty-five (45) days of the Contract award.

2.11 Transition Services

Contractors shall assure that essential employees are available to orient and provide information to the incoming staff of any subsequent Contractor for this service. These transitional services shall be provided for a maximum of thirty (30) days prior to Contract expiration date, at no additional cost to Juvenile Services.

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SECTION 3 – BID SUBMISSION REQUIREMENTS

3.1 General

- 3.1.1 Bidders must use **Attachment G**. Do not change or alter this Attachment or alter any other State Attachments otherwise your bid will be rejected.
- 3.1.2 Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the bid.

3.2 Preparation/Submission of Bids

- 3.2.1 Bids must be submitted to the Procurement Officer identified at the address identified in IFB Section 1.5.1.
- 3.2.2 Bids must be delivered on time, on or before the due date and time specified in IFB Section 1.8.
- 3.2.3 Bids must be submitted in a sealed envelope clearly labeled as follows:
 - a. "Sealed Bid - Maryland Department of Juvenile Services, (Title), Solicitation №: 11-JS-024;
 - b. The Bid Due Date and Time; and
 - c. The Name of the bidder.
- 3.2.4 Bidders must demonstrate and certify that they possess a minimum of three (3) years' experience in providing services identified in this IFB within the last five (5) years on **Attachment I**.
- 3.2.5 Prepare and submit an unbound original and four (4) paper copies to include:
 - a. **Attachment G** – Bid Price Form. Completed and signed by an individual who is authorized to bind the bidder to the services and prices contained in the bid. Bids should be typewritten or written legibly in ink. All erasures or other corrections shall be initialed by the signer in ink.
 - b. Acknowledgement of the receipt of all addenda to the IFB, if any.
 - c. Bidder Qualification Sheet – **Attachment I**
 - d. Bid/Proposal Affidavit – **Attachment B**
 - e. Conflict of Interest Affidavit and Disclosure – **Attachment D**
 - f. Living Wage Affidavit – **Attachment K**
 - g. Minority Business Enterprise Participation Forms – **Attachments N-1 and N-3**
 - h. Fiscal Integrity. Bidders shall provide documentation that addresses the bidder's financial solvency that may include, but not be limited to, one (1) or all of the following:
 - a current balance sheet;
 - a certified financial statement;

- Dunn and Bradstreet rating;
 - Line of credit;
 - Successful financial track record; and
 - Evidence of adequate working capital.
- i. Information on past contracts required by IFB Section 2.8.
- j. Legal Action Summary. A statement as to whether there are any current or past legal actions or claims against the bidder and a brief description of any such action(s), including:
- A brief description of any settled or closed legal actions or claims against the bidder within the past five (5) years.
 - A description of any judgments against the bidder within the past five (5) years, including the case name, number, court, and what the final ruling or determination was from the court.
 - In instances where litigation is ongoing and the bidder has been directed by the court not to disclose information, the name of the judge and location of the court.
- k. References: Bidders shall provide three (3) references from current and/or previous customers within the immediate past three years who are capable of documenting experience in providing the same or similar services. DJS reserves the right to request additional references. Each reference shall include:
- Name of client organization.
 - Name, title, and telephone number of point of contact for client organization.
 - Contract Value, type of contract, and duration of contract(s) (Period of Performance), the products and/or services provided, scope of the contract, geographic area supported, etc.
 - An explanation of why the bidder is no longer providing the services to the client organization, if the bidder is no longer serving this client.
- l. An unbound original, plus four (4) copies, and electronic versions of the paper submission copy on a diskette and CD (See Section 1.8.) of each bid shall be submitted. The diskette or CD shall be clearly labeled with the Bid Date, Bid Title and bidder's name. This version may consist of a variety of software files (i.e., pdf, doc, xls, etc.) as determined by the bidder.
- m. Certificate of Insurance: Copy of Bidder's current certificate of insurance to meet the conditions of Section 2.9.

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ATTACHMENTS

ATTACHMENT A - State's Contract. It is provided with the IFB for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected bidder to the Procurement Officer expeditiously upon notification of proposed contract award.

ATTACHMENT B - Bid/Proposal Affidavit. This form must be completed and submitted with the bid.

ATTACHMENT C - Contract Affidavit. It is not required at bid submission time. It must be submitted by the selected bidder to the Procurement Officer within five (5) working days of notification of proposed award.

ATTACHMENT D – Conflict of Interest Affidavit and Disclosure.

ATTACHMENT E - Pre-Bid Conference Response Form. Request this form be completed and submitted as described in IFB section 1.6 by those potential bidders who plan on attending the conference. There will be no Pre-bid on this solicitation.

ATTACHMENT F - Directions to the Pre-Bid Conference No Pre-bid on this solicitation.

ATTACHMENT G – Bid Price Instructions and Form. Bid Price forms must be completed and submitted as instructed.

ATTACHMENT H – Electronic Funds Transfer (EFT) Form

ATTACHMENT I – Bidder Qualifications. This form must be completed and submitted with the bid.

ATTACHMENT J - Sample Invoice.

ATTACHMENT K – Living Wage Affidavit. This form must be completed and submitted with the bid.

ATTACHMENT L – DJS Policies and Procedures.

ATTACHMENT M – Monthly Reports.

ATTACHMENT N – Minority Business Enterprise Forms, DJS-FRM-109.

ATTACHMENT A – CONTRACT

DEPARTMENT OF JUVENILE SERVICES STANDARD PAYMENT CONTRACT

THIS CONTRACT (“Contract”) is made this ____ day of _____, 201_ by and between _____ and the **STATE OF MARYLAND (“State”)**, acting by and through the **DEPARTMENT OF JUVENILE SERVICES**. **Contract Control # 11-JS-024**

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

1.1 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.2 “Department” means the Maryland Department of Juvenile Services.

1.3 “Effective Date” means the date on which the State executes this Contract.

1.4 “Procurement Officer” means Solomon McLean. The Department may change the Procurement Officer at any time by written notice.

1.5 “IFB” means the Invitation for Bids for (Title), Solicitation №: 11-JS-024 dated _____, 201_, and any amendments thereto issued in writing by the State.

1.6 “State” means the State of Maryland.

1.7 “Contract Manager” means Director of Behavioral Health or designee. The Department may change the Contract Manager at any time by written notice.

2. Scope of Work

2.1 The Contractor shall provide (title of solicitation) and other administrative services as described in the IFB. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Invitation for Bids – Solicitation №: 11-JS-024 dated _____

Exhibit B – Contractor’s Bid - Solicitation №: 11-JS-024 dated _____

Exhibit C – Contract Affidavit

2.2 The State, through the Procurement Officer, shall retain the unilateral right to order in writing changes in the services to be performed pursuant to this Contract at any time, provided such changes are within the general scope of work to be performed. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance

3.1 The term of this Contract commences on October 1, 2012 and shall be for a period of one (1) year to end on September 30, 2013, unless terminated earlier as provided in this Contract. The Department reserves the right to renew this Contract for one (1) renewal option period of up to twelve (12) months, which may be exercised in whole or in part at the sole discretion of the Department. In the event that a renewal option is exercised, the Department shall notify the Contractor that it intends to exercise the renewal option at least thirty (30) days prior to the existing Contract's expiration date. The Contractor shall begin the provision of services upon receipt of a Notice to Proceed from the Procurement Officer.

3.2 Any increases in the Contract amount during any renewal option period, if exercised, will be based upon the D.C./Maryland/Virginia/West Virginia Consumer Price Index for All Urban Consumers (CPI-U) to establish a rate of change or 4% percent, whichever is the lesser amount. For the renewal, the amount of the option will be based upon the Contract rates for the one (1) year base period of the Contract. If there is no increase in the CPI-U, the price of the renewal option will remain the same as the Contract rates for the base period of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the State shall pay the Contractor in accordance with the terms of this Contract and the rates established in Attachment B, the Contractor's Bid. The amount to be paid for the period from October 1, 2012 to September 30, 2013, shall not exceed \$_____. The maximum amount to be paid under this Contract, excluding the renewal option, shall not exceed \$_____. Any work performed by the

Contractor in excess of the not-to-exceed amount without the prior written approval of the Procurement Officer is at the Contractor's risk of non-payment. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

4.2 The Contractor shall invoice the Department for receipt of payment. Payments to the Contractor shall be made in accordance with this Contract and no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the terms of the IFB. Each invoice for services rendered shall include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Invoices shall be submitted to the Department of Juvenile Services, Accounting Office, 120 W. Fayette Street, Baltimore, Maryland 21201, and a copy to the Director of Behavior Health, at the same address. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer. The final Contract payment shall not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.4 Contractor's eMaryland Marketplace vendor ID number is _____.

5. Rights to Records

The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any product, design, service, device, material, process, or other item which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such Items furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that an Item infringes that party's patent, copyright, trademark, or trade secret, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorneys' fees that a Court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations.

6.3 If any Items furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable Item, b) replace the Item with a non-infringing Item substantially complying with the Item's specifications, or c) modify the Item so that it becomes non-infringing and performs in a substantially similar manner to the original Item. Contractor shall immediately notify the State's Procurement Officer and the State's Contract Manager, in writing, of the possibility of any claim of infringement arising hereunder.

6. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties in connection with this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already lawfully in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Loss of or Damage to Data

In the event of loss of or damage to any State data or records where such loss or damage is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost or damaged data in the manner and on the schedule set by the Contract Manager. To the extent the Contractor is or becomes actively involved with the installation of any software, the Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

9. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee includes matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

10. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute or regulation, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

11. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or to any software licenses acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. 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, bona fide agent, bona fide

salesperson, or commercial selling agency working for the Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

14. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland 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 State 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.

15. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder,

including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

17. Delays and Extensions of Time

The Contractor acknowledges and agrees that time is of the essence with respect to its duties and obligations under this Contract. The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

19. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract is applicable to this Contract.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Sections 14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into

contracts, leases, or other agreements with the State, a county, or an 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 Board of Elections 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 Board of Elections: (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 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.

22. Retention of Records

Notwithstanding anything to the contrary, the Contractor shall retain and maintain all records and documents in any way relating to this Contract for five (5) years after Contract closeout and final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

23. Warranties

Upon the date of this Contract and thereafter during the term of this Contract, Contractor represent and warrants that:

- 23.1** It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 23.2** 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;
- 23.3** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 23.4** It shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of its obligations under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interest of the State. In the event that written approval is granted and services are subcontracted or rights or obligations assigned, the Contractor shall guarantee that the subcontractor or assignee shall comply with all provisions of this Contract. No such subcontract or assignment shall be deemed to provide for the incumbent of any obligation of the State in addition to those agreed upon in this Contract. The Department shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors or assignees.

26. Administration

26.1 The work to be accomplished under this Contract shall be performed under the direction of the Secretary of Juvenile Services or his designee. All matters relating to the administration and performance of this Contract shall be referred for determination to the Secretary or his designee.

26.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Marcus V. Filson, Director
 Office of Procurement Services
 Department of Juvenile Services
 One Center Plaza
 120 West Fayette Street
 Baltimore, Maryland 21201
 (410) 230-3325
 (410) 333-4191 Fax.

Copy to: Sam Abed, Secretary
 Department of Juvenile Services
 One Center Plaza

120 W. Fayette Street
Baltimore, Maryland 21201
(410) 230-3101
(410) 333-4199 Fax.

If to the Contractor: _____

27. Indemnification

27.1 The Contractor shall save and hold harmless and indemnify and, at the State's exclusive option, defend the State, its officials, agents, employees and representatives, in their official or individual capacities, against liability and shall pay all judgments rendered against any or all of them for a any and all loss or damages of whatever kind and nature, and for an claims, suits, or actions of any character arising from, relating to, or as a consequence of the performance under this Contract of the Contractor or its subcontractors, including any for environmental hazards or damage, deprivation of civil rights, and loss or damage to person or property. The Contractor shall save and hold harmless and indemnify and, at the State's exclusive option, defend the State, its officials, agents, employees, and representatives, in their official or individual capacities, for any legal liability resulting in whole or in part from any youth who escapes or absconds from the Contractor due to the Contractor's or subcontractor's negligence. The State has no obligation to provide or pay the cost of providing legal counsel or defense to the Contractor or its subcontractors in the event that a claim, suit, or action of any character is brought by or against the Contractor or its subcontractors. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors arising from relating to, or as a consequence of the Contractor's obligations under this Contract.

27.2 The Contractor shall notify the Procurement Officer within five (5) days of any claim, suit, or action made or filed against the Contractor or its subcontractors regarding any matter resulting form or relating to the Contractor's obligations or performance under the Contract, and in addition to the other obligations set out in this Section, shall cooperate, assist and consult with the State in the defense or investigation or any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract. Neither the Contractor, nor its subcontractors may settle or resolve any such claim, suit, or action without advance notice to the State.

28. Orderly Termination

Contractor agrees that, except as expressly provided otherwise in the IFB, at the commencement of this Contract it shall have ready and available such Items, inventory, systems, processes, and sufficient levels of qualified personnel to be able to promptly, diligently, efficiently and completely prosecute the requirements of this Contract.

Upon the expiration or earlier termination of this Contract, Contractor shall:

- (i) promptly, diligently, efficiently and in good faith work with any successor contractor and the State to transition services over to the successor contractor;
- (ii) during the transition period, continue to be subject to all of the terms and conditions of the Contract, including, by way of example only, those that govern the discounts, rates, fees and other charges that Contractor may be permitted to charge the State under the Contract, and under no circumstances shall the Contractor be entitled to lower or eliminate any discounts or to raise any such rates, fees and/or other charges during the transition period; and,
- (iii) at the end of the transition period, provide the State with a summary report of the transition that, among other things, contains a certification signed by an officer of the Contractor who is authorized to legally bind Contractor, that states that all actions necessary to successfully transition the services to the successor contractor have been completed, or if they have not been completed, why they have not been completed. The State shall be entitled to withhold any final payment(s) otherwise due Contractor until it receives the summary report and certification specified in this subsection.

29. Amendments and Waivers

29.1 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 first be approved in writing by the Procurement Officer, 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 the party to be obligated by the change.

29.2 No term or provision of this Contract shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to waiver of, or excuse for any other, different, or subsequent breach.

30. Commercial Nondiscrimination

30.1 As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person

for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DJS, in all sub-contracts.

30.3 As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions

31. Prompt Payment Policy

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- A. Not process further payments to the Contractor until payment to the subcontractor is verified;
- B. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- C. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- D. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- E. Take other or further actions as appropriate to resolve the withheld payment.

31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

31.3 An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between the Contractor and subcontractor under this policy directive, may not:

- A. Affect the rights of the contracting parties under any other provision of law;
- B. Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- C. Result in liability against or prejudice the rights of the Department.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

31.6 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

31.7 This verification may include, as appropriate:

- 1. Inspecting any relevant records of the Contractor;
- 2. Inspecting the jobsite; and
- 3. Interviewing subcontractors and workers.
- 4. Verification shall include a review of:
 - 1. The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - 1. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.

31.8 If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.

- A. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

B. If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

1. Terminate the Contract;
2. Refer the matter to the Office of the Attorney General for appropriate action; or
3. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

C. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

32. Youth Records and Communication with the Courts

32.1 All records that are created or received by the Contractor and contain information pertaining or referring to youth currently or having been in the custody of the Contractor are confidential and shall not be disclosed to any entity other than the Department or as otherwise permitted by law.

32.2 The Department shall be responsible for all communication with the Juvenile Courts with respect to any youth served under this Contract. The Contractor may not initiate direct contact or communicate with the Juvenile Court without the express permission of Juvenile Services, except where required to do so by law.

33. Approvals

This contract may be subject to approval by the Office of the Attorney General, the Maryland Department of Budget and Management, and the Board of Public Works.

34. Data, Research, and Evaluation

34.1 Where activities supported by this Contract produce non-identifiable records as to client original data, materials, reports, pictorial reproductions, drawings or other graphical representations and works of any similar nature, the Department has the right to use, duplicate and disclose such non-identifiable records, in whole or in part, in any manner for any purpose whatsoever and have others do so. The Contractor shall not release the results of any study or report or other materials resulting there from without the express written consent of the Department. Further, these materials may not be distributed by the Contractor without the express written consent of the Department and in accordance with applicable statutes and regulations. If the material is copyrightable, the Contractor may copyright such material only with the express written approval of the Department.

34.2 The Contractor may not engage in, retain or request another to engage in any research projects involving youth without the prior written consent of the Department. In

every case, the Contractor shall conform to any protocol established by State or Federal law and regulations and shall obtain the written informed consent of each youth who is a subject of a research project prior to the youth's participation as a subject.

35. Audit

35.1 Unless the amount of the Contract is \$25,000 or less, or the Contract is a fixed unit price or fixed price contract, the Contractor agrees to provide Internal Audits of Juvenile Services with an annual certified audit of the Contractor's accounting records, included but not limited to those related to this Contract, and any management letters prepared in conjunction with the audit. If a component of the indefinite quantity fixed unit price or fixed price Contract is not based upon a fixed unit price or fixed price, the audit provisions of this Contract article apply to the respective component. This audit must be conducted by an independent certified public accounting firm either currently licensed by the State or eligible for reciprocal licensing under the Business Occupations and Professions Article, §2-308(a), Annotated Code of Maryland, and forwarded directly by the certified accounting firm no later than ninety (90) days after the conclusion of each of the Contractor's fiscal year to AuditMail@djs.state.md.us.

35.2 In addition to the above, the Audit Report must also provide Internal Audits sufficient schedules, forms, analysis, etc., to allow the Department to evaluate the results of this Contract service for each Contract year separately and isolated from the Contractor's total operation. The Audit Report must provide, as it relates to this Contract, a Profit and Loss Statement which details total revenue and total allowable expenditures for the services provided to the Department under this Contract.

35.3 The independent Audit Report shall serve as one of the tools used by the Department to perform Contract adjustment analysis. All costs incurred by the Contractor in the performance of services under this Contract shall be clearly identified and supported by journals, ledgers, properly executed payrolls, time records, personnel records, conditions of employment, invoices, canceled checks, Contracts, vouchers, inventory records which include both equipment and supplies, board minutes, or other official documentation evidencing in proper detail the nature and propriety of the charges. Each employee of the Contractor must have a time sheet to record the actual beginning and ending times worked each day. The time sheet is to be signed by the employee attesting to its correctness, and signed by the employee's supervisor as being correct and approved for payment. Time sheets are always to reflect the employee's work site location. The allocation method used to assign any actual indirect costs to this Contract must be documented in detail and made available for audit by the State.

35.4 Whether or not an annual certified audit is required under this article, at any time during normal business hours, and as deemed necessary by the State, the Contractor agrees that the State or any of its duly authorized representatives shall have access to and the right to audit any supporting document, including but not limited to all of the records stated above, for a period of five (5) years after completion of the agreement, final payment by the State, or any applicable statute of limitations, whichever is longer. The Contractor shall permit the State to make excerpts or transcripts from or photocopies of all such records the State auditor deems appropriate. The Contractor further agrees that the independent CPA firm hired by the Contractor will allow the Department to examine any of the CPA firm's working papers for the time period detailed above. The Contractor gives the State or any of its duly authorized representatives explicit authorization to review and copy any records maintained by

another government agency which are related to the expenditures incurred by the Contractor in the performance of services under this Contract or in compliance with this Contract and applicable laws and regulations. These agencies may include, but are not limited to, the Comptroller of the Treasury, State Department of Assessments and Taxation, and State Unemployment Insurance Fund. The Contractor acknowledges that the Department is authorized by it to review and copy any such records, and hereby certifies that its execution of this Contract is evidence of this authorization and may be construed by these agencies as authorizing the release of any such records to Juvenile Services upon the request of the Department, with no further written authorization from the Contractor being necessary.

35.5 Unless the Contract is a fixed unit price or fixed price contract, any funds not expended within each Contract year must be returned to the Department as an over draw of funds for that period. If a component of the Contract is not based upon a fixed unit price or fixed price, any funds that are part of that component that are not expended within each Contract year must be returned to the Department as an over draw of funds for that period. Should an audit performed or approved by the Department reveal that funds were not expended within the approved or properly modified detailed budget or detail line item budget, these funds shall be returned to the Department.

36. Yearly Financial Report

Unless the amount of the Contract is \$25,000 or less, or the Contract is a fixed unit price or fixed price contract, the Contractor shall submit a financial report to the Chief Auditor within sixty (60) days after the end of each Contract year, detailing specifically how funds received were actually expended during that Contract year. All funds that have not been spent as indicated in the Contract year budget, or have not been expended, shall be returned to the State.

37. Criminal Background Investigation

Where applicable, the Contractor shall complete criminal background investigations pursuant to Sections 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland and to any applicable laws and Departmental policies. In addition, where applicable, the Contractor must submit to Child Protective Services clearances in accordance with COMAR 14.31.06.05.A(4)(a)(ii) and to any applicable laws and Departmental policies.

38. Independent Contractor Status

38.1 The Contractor is an independent Contractor and neither the Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State or the Department. Nothing contained in this Contract is intended or should be construed as creating the relationship of co-partners, joint-ventures, or an association between the State or the Department and the Contractor.

38.2 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, unless required by law.

Payment of federal income tax, FICA, and any State income tax is the responsibility of the Contractor.

39. Policies and Procedures

39.1 The Contractor and its subcontractors shall adhere to COMAR 21.11.08, *Drug and Alcohol Free Workplace Certification*, available at http://www.dsd.state.md.us/comar/subtitle_chapters/21_Chapters.htm. The Contractor and its subcontractors shall adhere to the Juvenile Services Policies and Directives which are incorporated into this Contract by reference with respect to: Reporting and Investigating Child Abuse & Neglect, MGMT-1-00; Incident Reporting Policy, MGMT-03-07; Communications with Limited English Proficient Persons Policy, HR-1-03; Use of Crisis Prevention Management Techniques Policy, RF-02-07; DJS Electronic Mail, Internet and Intranet use Policy, IT-1-05; Accessibility with hearing Impairment Policy, MGMT-1-04; and Suicide Prevention Policy and Procedure, HC-01-07. See **Attachment L**, DJS Policies, for accessing these policies. All Policies and Directives adopted by Juvenile Justice were transferred to and remain fully applicable to Juvenile Services.

39.2 Where applicable, all Contractors and its subcontractors doing business with DJS shall adhere to the DJS Standards of Conduct and Disciplinary Process (SC & DP). The SC & DP is available on the DJS website, www.djs.state.md.us, under Publications.

The following sections of the DJS SC & DP dated August 31, 2000 are not applicable to the Contractor(s):

3.0 Attendance Requirements

4.0 Disciplinary Standards

5.0 Implementation of Corrective Disciplinary Sanctions

6.0 Appeals and Grievances

Subsections: 1.3, 2.3, 2.8, 2.20, and 2.22.

The DJS Office of the Inspector General and Office of Internal Audits are responsible for monitoring and investigating all aspects of issues related to the SC & DP under this Contract.

40. Representations

Each party to this agreement represents and warrants to the other that it has full right, power, and authority to execute this Contract. Furthermore, each party represents that neither party is to be construed as the primary drafter of this Contract, it being the product of negotiations between the parties. In addition, the parties agree that the titles assigned to the Articles in this Contract have been inserted solely for the purpose of providing convenient reference. Article titles shall be ignored in the construction of the document and should not be construed to indicate that all of the material in the Contract that may be so described is contained thereunder.

41. Insurance

The Contractor agrees to provide insurance coverage for Workers' Compensation and unemployment compensation as required by law, Broad Form Comprehensive General

Liability Insurance, with a minimum coverage of \$1,000,000 for each occurrence and \$3,000,000 aggregate limits, Professional Liability Insurance, with a minimum coverage of \$1,000,000 for each person, \$3,000,000 aggregate limits. Such policy endorsed to cover the indemnification provisions of Section 27 of this Contract. The level of insurance coverage will be maintained by the Contractor for the duration of the Contract and proof of renewal will be submitted to the Office of Procurement services annually. The Contractor shall require that subcontractors obtain and maintain similar levels of insurance.

42. Compliance with HIPPA and State Confidentiality Law

The Contractor acknowledges that it shall become familiar with and, to the extent applicable, comply with all requirements of the federal Health Insurance Portability and Accountability Act, 42 USC §1320 et seq. ("HIPAA") and its implementing regulations, including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with, to the extent applicable, the Maryland Confidentiality of Medical Records Act, Md. Code Ann. Health-General §4-301 et seq. ("MCMRA"). This obligation includes:

42.1 As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making transmission of all electronic information compatible with HIPAA requirements; and

42.2 Otherwise providing good information management practices regarding all information and medical records.

42.3 If, in connection with this Contract or at any time during the term of this Contract, the State determines that functions to be performed in accordance with the Specifications constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501.

42.4 Protected Health Information, as defined in the HIPAA regulations at CFR §§160.103 and 164.501, 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 healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

43. Inspection of Premises

The Contractor agrees to permit authorized officials of the State to inspect at reasonable times the plant, place of business, job site of the Contractor or of any subcontractor, or any other location that is related to the performance of the Contract. Such inspections shall include general inspections and performance audits of the

Contractor or its subcontractors by officials designated by the Secretary of Juvenile Services or his designee.

The Contractor acknowledges that it shall become familiar with and, to the extent applicable, comply with all requirements of the federal Health Insurance Portability and Accountability Act, 42 USC §1320 et seq. ("HIPAA") and its implementing regulations, including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with, to the extent applicable, the Maryland Confidentiality of Medical Records Act, Md. Code Ann. Health-General §4-301 et seq. ("MCMRA"). This obligation includes:

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

**STATE OF MARYLAND
DEPARTMENT OF
JUVENILE SERVICES**

By:

By: Sam Abed, Secretary or designee

Date:

Date:

Title: _____

Witness/Attest:

Witness:

Approved for form and legal sufficiency
this _____ day of _____, 201__.

Assistant Attorney General

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

INSTRUCTIONS FOR COMPLETING BID PROPOSAL AFFIDAVIT

The following guidelines are intended to assist the Contractor in completing the Bid/Proposal Affidavit.

The Contractor should read and understand all the affirmations set forth in this document.

The Bid/Proposal Affidavit should be printed and completed by entering the appropriate information in all blank spaces, signing and dating it on page 6. If Section B, Section C (g), Section (D) or Section E (2) do not apply to a Contractor, enter "none" or "not applicable" in the space provided.

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I, _____ (print name), am the _____ (title) and the duly authorized representative of _____ (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the Bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned Bidder hereby certifies and agrees that is has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the Bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

- (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
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-
-
-

E. AFFIRMATION REGARDING DEBARMENT

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as

follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-
-

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

(Print Name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

ATTACHMENT C – CONTRACT AFFIDAVIT

INSTRUCTIONS FOR COMPLETING CONTRACT AFFIDAVIT

The following guidelines are intended to assist the Contractor in completing the Contract Affidavit.

The Contractor should read and understand all the affirmations set forth in this document. The Contract Affidavit should be printed and completed by entering the appropriate information in all blank spaces, signing and dating it at the bottom.

Section B. - Certification of Registration or Qualification with the State Department of Assessments and Taxation should be completed as follows:

- a) Section B. is to be completed by checking the applicable box.
- b) All corporations not “incorporated” in the State of Maryland (“chartered”) are “Foreign.” Foreign does not mean just other countries; it means incorporated in any other State. “Domestic” includes only those “incorporated” (“chartered”) by the State of Maryland. “Domestic” does not mean “American.”
- c) All corporations who do business with Maryland MUST have a “Resident Agent” on file with the Maryland Department of Assessments and Taxation-both corporations located here and those located out of State, whether business corporations or non-profit, tax exempt corporations. Not Incorporated, Partnership and Sole Proprietorship businesses, are not included in this requirement.
- d) The “Resident Agent” must be: 1) an individual person, or 2) another corporation - not the corporate name of the Contractor. The corporate name stated in Section A. of the Contract Affidavit can never be the “Resident Agent”. Often, the Resident Agent is the attorney who filed the Articles of Incorporation with the State Department of Assessments and Taxation. If you are unsure who the Resident Agent is for your corporation, you should contact the attorney who filed the Articles of Incorporation or call the Charter Information Division of the State Department of Assessments and Taxation at (410) 225-1340 in the Baltimore area or toll free (800) 982-7010 for this information.

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I, _____ (print name), am the _____ (title) and _____ the _____ duly _____ authorized _____ representative _____ of (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - ☐ domestic or ☐ foreign;
- (2) Limited Liability Company - ☐ domestic or ☐ foreign;
- (3) Partnership - ☐ domestic or ☐ foreign;
- (4) Statutory Trust - ☐ domestic or ☐ foreign;
- (5) Sole Proprietorship - ☐ domestic or ☐ foreign;

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with

the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within thirty (30) days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections 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.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-

related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business' policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

(i) Notify the procurement officer within ten (10) days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

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

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

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 201__ and executed by me for the purpose of obtaining the Contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:

By: _____
(Printed Name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

DJS-FRM-104
Rev. 8-02-2011

ATTACHMENT D – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

INSTRUCTIONS FOR COMPLETING CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

The following instructions are intended to assist the Contractor in completing the Conflict of Interest Affidavit and Disclosure.

The Contractor should read and understand all the affirmations set forth in this document. The Conflict of Interest Affidavit and Disclosure should be completed by entering the appropriate information in all blank spaces, signing and dating it. If Section D does not apply to a Contractor, enter "none" or "not applicable" in the space.

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

DJS-FRM-103

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Solicitation №: 11-JS-024

Project Title: Community Sex Offender Treatment Program in Baltimore City, Maryland.

No-Bid Conference will be held :
Department of Juvenile Services
Lobby Conference Room
One Center Plaza
120 W. Fayette Street
Baltimore, MD 21201

For directions to the meeting site, See Attachment F—No Pre-Bid Conference or you may contact Solomon McLean via e-mail at MCLEANS@djs.state.md.us or phone 410-230-3327.

Solomon McLean, Procurement Officer
Department of Juvenile Services
One Center Plaza
120 W. Fayette Street
Baltimore, MD 21201
Phone: (410) 230-3327
Fax # (410) 333-4191
e-mail: MCLEANS@djs.state.md.us

ATTACHMENT F – DIRECTIONS TO PRE-BID CONFERENCE

Department of Juvenile Services
Lobby Conference Room
One Center Plaza
120 W. Fayette Street
Baltimore, MD 21201

(No Pre-bid)

General Information: 410-230-3333
Toll Free: 1-888-639-7499
TDD 1-800-735-2258

From Points South: I-95 North to I-395 North via Exit 53 toward "Downtown". I-395 N becomes South Howard Street. Turn Right onto West Pratt Street. Turn Left onto South Charles Street. Turn Left onto West Fayette Street. Headquarters is located at the corner of West Fayette Street and Park Avenue (across from the Sheraton Hotel).

From Points North:

PARKING: .

ATTACHMENT G – BID PRICE INSTRUCTIONS & FORM

1. In order to assist bidders in the preparation of their bids and to comply with the requirements of this solicitation, Attachment G - Bid Price Instructions & Form, has been prepared. Bidders shall submit their bids using Attachment G- Bid Form and in accordance with the instructions on the form and as specified herein.
2. The Bid Form is to be completed, signed and dated by an individual who is authorized to bind the bidder to the unit price as noted on Attachment G - Bid Price Instructions & Form.
3. For purposes of determining the most favorable bid price (as referenced in COMAR 21.05.02.13), Bids will be evaluated based on the lowest total price submitted.
4. No taxes, surcharges, or fees of any type, kind, or amount whatsoever may be added to the unit price contracted.
5. Do not change or alter the Attachment G bid form in any way to include conditions otherwise your bid will be rejected.
6. All qualified Bidders will be ranked from the lowest to the highest price based on their total bid price proposed. Prices are based on a model that is solely for evaluation purposes only. No representations or guarantees of purchases, commitments, or of any other type are made or intended in connection with any such model.
7. Insert totals for the **one (1) year** base period in boxes A1 through A4. Insert sum of all boxes into Grand Total box B. This will be the figure used to identify the lowest Bid/Bidder.

ATTACHMENT G –Bid Form

An individual who is authorized to bind the Bidder to all statements, including products, support, and pricing must sign the Authorized Signature block in the bid.

A. Baltimore City

A.1 Group Counseling (each session)	Multiplied by	Estimated Amount Per Year	Minus Medicaid to be Billed	Equals	Total \$ Bid Price
\$	X	48	(24)	=	\$

A.2 Individual, Family, and/or Crisis Counseling (each session)	Multiplied by	Estimated Amount Per Year	Minus Medicaid to be Billed	Equals	Total \$ Bid Price
\$	X	576	(288)	=	\$

A.3 Psychosexual & Updated Assessment (each)	Multiplied by	Estimated Amount Per Year	Minus Medicaid to be Billed	Equals	Total \$ Bid Price
\$	X	12	(6)	=	\$

A.4 Missed Appointments (each)	Multiplied by	Estimated Amount Per Year	Equals	Total \$ Bid Price
\$	X	19	=	\$

B. Grand Total

B.1 Grand \$\$ Total (Sum of A1 through A4).	\$
---	----

THIS HAS BEEN DETERMINED TO BE A **TIER 1** CONTRACT.

Attachment G – Bid Form Continued for Baltimore City

AUTHORIZED SIGNATURE TITLE DATE

TYPED NAME FEDERAL EMPLOYER IDENTIFICATION #

E-MARYLANDMARKETPLACE REGISTRATION #

NAME OF BIDDER (COMPANY) _____

ADDRESS _____

PHONE NO. _____ FAX NO. _____

*It is understood that the estimates listed on this Bid Form is a projection. The actual number of referrals may be higher or lower. It is anticipated that Medicaid will be billed for approximately 50% of the services. The prices shall remain constant, regardless of the number of actual sessions, assessments or missed appointments.

The Grand Total includes all costs required by the Contract from the Department of Juvenile Services for the delivery of services under this project. Bids will be evaluated on the dollar amount listed on the "Grand Total" line.

ATTACHMENT H – ELECTRONIC FUNDS TRANSFER (EFT) FORM

See attached form on next page.

State of Maryland
Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business/Individual name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

--	--	--	--	--	--

--	--	--	--

Taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address _____

Contact name, phone number (include area code), _____

ABA number

--	--	--	--	--	--	--	--

Account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type

--

 Checking

--

 Money Market

--

 Savings

Format Desired: _____ CCD+ _____ CTX* _____ EDI (Check one.)

*Note – There may be a charge to you by your bank with this format. You must contact your bank to receive this format.

A VOIDED CHECK from the bank account must be attached or letter from the bank confirming the account number.

(OVER)

Transaction requested:

1. ☐ Initiate all disbursements via EFT to the above account.
2. ☐ Discontinue disbursements via EFT, effective _____
3. ☐ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

I am authorized by * _____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of individual, company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned: _____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to:

EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

(or) Fax: 410-974-2309

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.
COT/GAD X-10

ATTACHMENT I – BIDDER QUALIFICATIONS

(Attachments May Be Included)

IMPORTANT NOTE: MUST BE ANSWERED

Contractor (Include Name, Address, and Telephone Number)

- 1) **Experience** (Detail years of experience in a brief history of the organization with [no more than two (2) pages], including an explanation of the Contractor's qualifications to manage and complete the proposed services and documentation of past experience in providing sex offender treatment to youth. Must show three (3) years within the last five (5) years and the clients to whom service was provided.

- 2) **Sample Evaluation Report** (A sample copy of a sex offender assessment or closely related report from each clinician who the Bidder anticipates will be providing services to and preparing reports regarding DJS youth, if the Bidder receives the Contract award.)

- 3) **Application to Medicaid Recipients Program** (A copy of the Organization's application to the Medicaid Recipients Program through the Department of Health and Mental Hygiene or provide proof of being a Medicaid Provider.

- 4) **Copy of License(s)** (A copy of the license(s) of clinical staff that will be providing the sex offender treatment services.

ATTACHMENT J – SAMPLE INVOICE

Purchase Order/Control No: _____

Contractor Information:

Name: _____

Address: _____

FEIN #: _____

Telephone: _____ Fax: _____

Cost for 4 week period:

1. Services from _____ / _____ / _____ to _____ / _____ / _____
Month Day Year Month Day Year
2. Number of weekly sex offender group _____ X \$ _____ each = \$ _____ (A)
3. Number of individual, family, and/or crisis counseling _____ X \$ _____ each
= \$ _____ (B)
4. Number of psychosexual assessments _____ X \$ _____ each = \$ _____ (C)
5. Number of Missed Appointments _____ X \$ _____ each = \$ _____ (E)
6. TOTAL COSTS: \$ _____ (A + B + C + D + E)

CERTIFICATION

I certify that the above presented information is true and accurate.
All expenditure figures are in accordance with the terms of the above
referenced Contract and are supported by verifiable documentation.

Signature_____
Date_____
Title

ATTACHMENT K – LIVING WAGE REQUIREMENTS AND AFFIDAVIT

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000;
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000; or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the

Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of
Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- _____ Bidder/Offeror is a nonprofit organization
- _____ Bidder/Offeror is a public service company
- _____ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- _____ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts (continued)

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- _____ All employee(s) proposed to work on the contract will spend less than one-half of the employee's time during every work week on the State contract;
- _____ All employee(s) proposed to work on the contract will be 17 years of age or younger during the duration of the contract; or
- _____ All employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

ATTACHMENT L – DJS POLICIES AND PROCEDURES

CHAPTER 1. ADMINISTRATION, ORGANIZATION, MANAGEMENT			
SECTION	POLICY TITLE	POLICY NUMBER	EFFECTIVE DATE
1.2	Governor's Executive Order on Public Corruption	MGMT-2-03	12-17-03
CHAPTER 2. HUMAN RESOURCES			
SECTION	POLICY TITLE	POLICY NUMBER	EFFECTIVE DATE
2.1	Criminal Background Investigations Policy	HR-01-07	09-20-07
2.4	Sexual Harassment Policy Reaffirmation	HR-3-02	08-20-02
CHAPTER 4. FINANCIAL SERVICES			
SECTION	POLICY TITLE	POLICY NUMBER	EFFECTIVE DATE
4.2	Contacts with Private Companies That May Become Involved in Procurement Activities	HR-2-00	08-02-00
4.3	Grants Management & Administration Policy	MGMT-3-02	04-24-02
CHAPTER 6. INFORMATION TECHNOLOGY			
SECTION	POLICY TITLE	POLICY NUMBER	EFFECTIVE DATE
6.1	Wireless Technology	MGMT-02-07	09-11-07
6.2	Electronic Mail, Internet and Intranet Policy	IT-1-05	09-20-05
CHAPTER 7. QUALITY ASSURANCE			
SECTION	POLICY TITLE	POLICY NUMBER	EFFECTIVE DATE
7.1	Program/Contract Monitoring Policy	MGMT-01-05	09-12-05
CHAPTER 9. SAFETY AND SECURITY			
SECTION	POLICY TITLE	POLICY NUMBER	EFFECTIVE DATE
9.1	Reporting and Investigating Child Abuse & Neglect	MGMT-1-00	2-18-00
9.2	Incident Reporting Policy	MGMT-03-07	11-28-07
CHAPTER 12. BEHAVIORAL HEALTH SERVICES			
SECTION	POLICY TITLE	POLICY NUMBER	EFFECTIVE DATE
12.1	Suicide Prevention Policy and Procedure	HC-01-07	11-08-07
12.2	DJS/DHMH Mental Health/Substance Abuse Action Plan FY2002-02	HC-1-01	03-16-01

CHAPTER 15. PROGRAMS AND SERVICES			
SECTION	POLICY TITLE	POLICY NUMBER	EFFECTIVE DATE
15.2	Accessibility for Youth with Hearing Impairments	MGMT-1-04	05-11-04
15.4	Communicating with Limited English Proficient Persons Policy	HR-1-03	05-21-03
CHAPTER 17. REFERRALS, ADMISSIONS AND RELEASE			
SECTION	POLICY TITLE	POLICY NUMBER	EFFECTIVE DATE
17.3	Detention and Shelter Care Policy	CJ-3-01	10-15-01

Instructions For Downloading Policies:

Go to the DJS website www.djs.state.md.us

Click on "Bid Board"

Click on "DJS Policies"

Click on the Chapter as identified above of the policy to be downloaded.

Click on the title of the policy to be downloaded, to begin downloading.

Document provided for informational purposes only

ATTACHMENT M – MONTHLY REPORTS

SECTION I. Program Information

All programs must complete questions 1 through 10 each month. Listed below are definitions for these data elements.

1. **Report Month**: The month for which data is being reported.
2. **Vendor Name**: Give the corporate name, not program name, unless both are the same. If a corporation operates more than one (1) program, a separate report must be submitted on each program.
3. **Vendor Address**: Report the corporate address.
4. **FEIN Number**: The Federal Entity Identification Number.
5. **Contract Number**: The contract number listed on your contract with DJS.
6. **Program Name**: Give the program name not the corporate name unless both are the same.
7. **Program Address**: Report the program address.
8. **Total in Program at start of Month**: Enter the total number of youth being served on the first day of the report month.
9. **New Admissions this month**: Enter the total number of youth who were admitted or entered the program in the report month.
10. **Number of releases this month**: Enter the total number of youth who were released from the program or who completed the program in the report month.

SECTION II. Youth Identifying Information – Youth served or referred during this period

All vendors/programs must complete questions 1 through 4 for each youth in the program each month. List all youth in the program every month (all youth admitted in any month but not released) when completing the monthly statistical form. Please ensure the total number of youth reported for the month corresponds to the youth listed on the monthly statistical report (e.g., if you have 13 youth in your program please ensure you have 13 youth listed in the body of the report). Continue to list the youth on the monthly report form until the youth is released from the program. The month in which the youth is released from the program should be the last month the youth is listed on the monthly statistical report. Listed below are definitions for these data elements.

1. **ASSIST #**: Enter the DJS case identification number from ASSIST (the client database.)
2. **Name**: Enter the name of youth for whom the services have been provided.
3. **Date of Birth**: Enter date of birth for youth.
4. **County**: Enter the county of city of residence for the youth.

SECTION II. Youth Program Information – Youth served or referred during this period

Each vendor must complete some or all of questions 5 through 25 depending on the program type. (Each vendor will be assigned a specific spreadsheet to complete which will include the data elements that must be reported.) Listed below are the definitions for all data elements for all programs.

5. **Referral Date:** The date on which the referral from the youth was received by the vendor. List all referrals received every month by the program. This includes referrals on youth who were admitted and youth who were not. Report only referrals that are specific queries; inquiries that ask whether a particular youth is eligible for admission based on your program requirements. Please list the youth's identifying information and the referral information. Do not list general inquiries as referrals; inquiries that merely ask whether beds are available should not be counted as a referral.
6. **Referral Rejection Reason*:** Enter one of the rejection codes from the box at the bottom of the reporting form, if applicable. The code should reflect the reason you would not accept a youth into your program.
7. **Admission Date:** The date on which the youth was admitted to or began receiving services from the program.
8. **Release/Discharged Date:** The date on which the youth was released from the program or on which the youth was discharged from the program.
9. **Release/Discharge Code*:** Enter one of the Release or Discharge codes that most accurately reflects the reason for termination.
10. **School Attendance Codes*:** Enter one of the School Attendance codes that most accurately reflects the youth's education status.
11. **Number of School Days missed:** If the youth is enrolled in an educational program, enter the number of days the youth missed school/GED program/vocational program in the report month.
12. **Number of Individual Sessions Attended:** Enter the total number of individual counseling, therapy or treatment sessions the youth attended in the report month.
13. **Number of Group Sessions Attended:** Enter the total number of group counseling, therapy or treatment sessions the youth attended in the report month.
14. **Number of Family Sessions Attended:** Enter the total number of family counseling, therapy or treatment sessions the youth attended in the report month.
15. **New Charges:** Enter Y (yes) if new charges were filed against youth in the report month or N (no) if no new charges were filed against youth in the report month.
16. **New Sex Offense Charge:** Enter Y (yes) if new sex offense charges were filed against youth in the report month or N (no) if no new sex offense charges were filed against youth in the report month.
17. **Positive Drug Screens:** Enter Y (yes) if youth screened positive for drugs in the report month or N (no) if youth screened negative for drugs in the report month.
18. **Referred for Additional Services?:** Enter Y (yes) if youth was referred for additional services in the report month or N (no) if youth was not referred further in the report month.

19. **Type of Service:** Enter one of the Psychiatric Service codes that most accurately reflects the service provided to the youth.
20. **Service Date:** Date on which vendor provided service to youth.
21. **Date Report Submitted:** Date on which the vendor submitted the completed psychiatric report to DJS.
22. **Assessment Type:** Enter assessment type code that most accurately reflects the type of assessment given to the youth.
23. **Assessment Completion Date:** Date on which the vendor completed the assessment of the youth.
24. **Date report submitted to DJS:** Date on which the vendor submitted the completed assessment report to DJS.
25. **Date of missed appointment:** Date on which the youth missed the scheduled appointment.

***Codes listed below in section III.**

SECTION III. Codes - Referral Rejection, Release, Discharge and School Attendance

Listed below are all the codes for all programs.

REFERRAL REJECTION CODES

1. Age not appropriate
2. AWOL risk
3. Gender not appropriate
4. Sex Offender
5. Prohibitive waiting list
6. Youth refused treatment
7. Too aggressive
8. Fire setter
9. Parents unavailable
10. Prohibitive program environment/milieu
11. Unmanageable medical issues
12. Unmanageable psychiatric issues
13. Offense history
14. Incomplete packet
15. Other

RELEASE CODES

1. Successful completion – Planned release, successfully completed program goals
2. Unsuccessful Completion – AWOL
3. Unsuccessful Completion – Court Ordered
4. Unsuccessful Completion – Funding Terminated
5. Unsuccessful Completion – Transfer
6. Unsuccessful Completion – Program requested removal of youth
7. Unsuccessful Completion - DJS requested removal of youth without Program input
8. Unsuccessful Completion - Other

DISCHARGE CODES

1. Successful Completion of Program (Youth has completed the program according to the minimum standards.)
2. Runaway
3. Parent/Youth terminated service
4. DJS terminated Services
5. Services Completed (Youth failed to complete the program according to the minimum standards.)
6. Disruptive behavior
7. Referred elsewhere (Referred to another private service provider or state agency.)
8. Medical condition
9. New delinquency charge
10. Other

SCHOOL ATTENDANCE CODES

1. Yes – Regular curriculum/summer school
2. Yes – G.E.D. program
3. Yes – Vocational Training
4. Yes – Other (alternative school, home school)
5. No – Not attending school

6. No – Received HS diploma
7. No – Received G.E.D.
8. No – Other (employed full-time, training certificate)

SECTION III. Codes - Referral Rejection, Release, Discharge and School Attendance (cont.)

Listed below are all codes for all programs.

PSYCHIATRIC SERVICE CODES

1. Psychiatric Consultation
2. Medication Assessment
3. Crisis Intervention
4. Staff Consultation
5. Short Term Treatment
6. Other

ASSESSMENT TYPE CODES

- | | |
|-------------------------------|------------------------|
| 1. Psychological Evaluation | 7. Certificate of Need |
| 2. Psychological Consultation | 8. Psycho-Social |
| 3. Psychiatric Evaluation | 9. Educational |
| 4. Psychiatric Consultation | 10. Medication |
| 5. Sex Offender Evaluation | 11. Speech/ Language |
| 6. Neuropsychological | 12. Other (Specify) |

ATTACHMENT N – MINORITY BUSINESS ENTERPRISE PARTICIPATION

STATE OF MARYLAND DEPARTMENT OF JUVENILE SERVICES MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

MBE GOALS AND SUB-GOALS

- ☐ An MBE subcontract participation goal of 5 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Bidder or Offeror agrees that this percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.

OR

- ☐ An overall MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This percentage of the total dollar amount includes:
 - ☐ A sub goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned business.
 - ☐ A sub goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned business.

By submitting a response to this solicitation, the Bidder or Offeror agrees that these percentage of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- A prime contractor – including an MBE prime contractor – must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

A Bidder or Offeror must include with its bid or offer a completed *Certified MBE Utilization and Fair Solicitation Affidavit* (**Attachment N-1**) whereby:

- e) The bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- f) The bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

*If a bidder or offeror fails to submit **Attachment N-1** with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.*

Within ten (10) working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) Outreach Efforts Compliance Statement (**Attachment N-2**)
- (2) Subcontractor Project Participation Statement (**Attachment N-3**)
- (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

The Contractor shall:

- 1. Submit **Attachment N4** monthly to the Department by the 15th of each month, listing all payments made to certified MBE subcontractor(s). This report shall

also list all unpaid invoices of the MBE subcontractor(s), the amount of each invoice and the reason payment has not been made.

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit a completed **Attachment N5** monthly to the Department, a report that identifies the prime contract and lists all payments received from Contractor in the preceding thirty (30) days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed certified by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

FORMS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment N-1**). This form must be submitted with bid or offer.
- B. MBE Participation Schedule (**Attachment N-3**) This form must be submitted with bid or offer.
- C. Outreach Efforts Compliance Statement (**Attachment N-2**) This form must be submitted within ten (10) working days of notification of apparent award or actual award, whichever is earlier.
- D. Subcontractor Project Participation Statement (**Attachment N-3**) This form must be submitted within ten (10) working days of notification of apparent award or actual award, whichever is earlier.

- E. Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report (**Attachment N-4**) and Instructions. This form must be completed by the Prime Contractor and be submitted each month electronically. It is due by the 15th of the month and shall reflect the previous month's MBE activities.
- F. Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment N-5**). This form must be completed by the certified MBE subcontractor(s) and be submitted each month electronically. It is due by the 15th of the month and shall reflect the previous month's MBE activities.

**PRIME CONTRACTOR INSTRUCTIONS FOR COMPLETING MBE FORMS
ATTACHMENTS N-4 & N-5**

CONTRACT #: _____ **CONTRACT NAME #:** _____

These instructions are meant to accompany the customized reporting forms sent to you by the Procurement Officer for the contract referenced above. If, after reading these instructions, you have additional questions or need further clarification, please contact the Procurement Officer immediately.

1. As the prime contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this contract. Part of that effort, as outlined in the solicitation, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms **Attachment N-4** (Prime Contractor Paid/Unpaid MBE Invoice Report) and **Attachment N-5** (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The prime contractor must complete a separate form **Attachment N-4** for each MBE subcontractor for each month of the contract and submit one copy the address indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February.
Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The prime contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form **Attachment N-5**. The prime contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize form **Attachment N-5** (upper right corner of the form) for the subcontractor the same as **Attachment N-4** was customized by the Procurement Officer for the benefit of the prime contractor. This will help to minimize any confusion for those who receive and review the reports.
4. **It is the responsibility of the prime contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's **Attachment N-5** report only. Therefore, if the subcontractor(s) do not submit their **Attachment N-5** payment reports, the prime contractor cannot and will not be given credit for subcontractor payments, regardless of the prime contractor's proper submission of the **Attachment N-4** reports. The MBE Administrator for the Department of Juvenile Services will contact the prime contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The prime contractor must promptly notify the MBE Administrator if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE reporting requirements and/or failure to make a good faith effort to meet the MBE goal(s) will cause the prime contractor to have an unfavorable standing with the Department for future contracting opportunities.

Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid or offer)

This document must be included with the bid or offer. If the bidder or offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the bid or offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. ☐ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 5 percent and, if specified in the solicitation, sub goals of N/A percent for MBEs classified as African American-owned and N/A percent for MBEs classified as women-owned.

OR

- ☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver of the overall goal and/or subgoals. Within ten (10) business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within ten (10) working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment N2)
 - (b) Subcontractor Project Participation Statement (Attachment N3)
 - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.
3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project. I hereby affirm

that the MBE firms are only providing those products and services for which they are MDOT certified.

Prime Contractor:
(Firm Name, Address, Phone)

Project Description

Project Number:

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
Certification Category (<i>Check Only One Certification Category For Dually Certified MBE Subcontractors</i>) ☐ African American Owned ☐ Woman-Owned	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category (<i>Check Only One Certification Category For Dually Certified MBE Subcontractors</i>) ☐ African American Owned ☐ Woman-Owned	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category (<i>Check Only One Certification Category For Dually Certified MBE Subcontractors</i>) ☐ African American Owned ☐ Woman-Owned	
Percentage of Total Contract	

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____ %
Total Woman-Owned MBE Participation: _____ %
Total MBE Participation: _____ %

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. ☐ This project does not involve bonding requirements.

☐ Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. ☐ Bidder/Offeror did/did not attend the pre-bid conference.
OR
☐ No pre-bid conference was held.

Bidder/Offer Printed Name

By: _____
Signature

Address: _____

Subcontractor Project Participation Certification

Please complete and submit one form for each certified MBE listed on Attachment N-1 within ten (10) working days of notification of apparent award.

Provided that _____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	
MBE Certification Number	
Work To Be Performed	
Percentage of Total Contract	

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise law, §14-308(a)(2) of State Finance and Procurement Article of the Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

PRIME CONTRACTOR SIGNATURE**SUBCONTRACTOR SIGNATURE**

By: _____
 Name, Title
 Date

By: _____
 Name, Title
 Date

Maryland Department of Juvenile Services
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): ____/____ Report Due By the 15th of the following Month.	Contract # _____ Contract Name _____ Contract Amount _____ MBE Sub Contract Amt. _____ MBE Contract Begin Date _____ MBE Contract End Date _____
Services Provided	

Prime Contractor:			Contact Person:		
Address:					
City:			State:		Zip:
Phone:		Fax:		E-mail:	
Subcontractor Name:			Contact Person:		
Address:			MDOT Certification #:		MBE Status:
City:		State:		Zip:	
Phone:		Fax:		E-mail:	
Subcontractor Services Provided:					
List all payments made to MBE subcontractor named above during this reporting period. 1. _____ 2. _____ 3. _____ 4. _____ Total Dollars Paid: \$ _____			List dates/amounts of any unpaid invoices received from subcontractor during this reporting period. 1. _____ 2. _____ 3. _____ 4. _____ Total Dollars Unpaid: \$ _____		

Form Completed By: _____ Title: _____ Date: _____

USE A SEPARATE FORM FOR EACH MBE SUBCONTRACTOR USED FOR THIS
CONTRACT. QUESTIONS? CONTACT: Margo Wilson AT 410-230-3330 OR wilsonm@djs.state.md.us;
E-MAIL THIS COMPLETED FORM TO: DJScontract@djs.state.md.us

**Maryland Department of Juvenile Services
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report # _____ Reporting Period (Month/Year) ____ / ____ Report Due By the 15th of the following Month.	Contract # _____ Contract Name: _____ Contract Amount _____ MBE Sub Contract Amt. _____ MBE Contract Begin Date _____ MBE Contract End Date _____
Services Provided: _____	

MBE Subcontractor Name		Contact Person	
MDOT Certification #		MBE Status	
Address:			
City	State:	Zip:	
Phone:	Fax:	E-Mail:	
Prime Contractor Name:		Contact Person:	
Address:			
City	State:	Zip:	
Phone:	Fax:	E-Mail:	
List all payments received from Prime Contractor in the preceding 30 days. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. 2. 3. Total Dollars Unpaid: \$ _____		

Form Completed By: _____ Title: _____ Date: _____
USE A SEPARATE FORM FOR EACH PRIME CONTRACTOR USED FOR THIS CONTRACT. QUESTIONS?
CONTACT: Margo Wilson AT 410-230-3330 OR wilsonm@djs.state.md.us. E-MAIL THIS COMPLETED FORM TO: DJScontract@djs.state.md.us