

**Wicomico County Purchasing Department
125 N. Division Street, Room B-3
Salisbury, Maryland 21801**



REQUEST FOR PROPOSALS

PROJECT: Grant for Project S.E.E.K Program
(Services to Enable and Empower Kids)

DEPARTMENT: Local Management Board
Wicomico Partnership for Families & Children

VENDOR:

NAME: _____

ADDRESS: _____

RFP OPENING:

DATE: August 12, 2016

TIME: 2:30 PM EST

I. PROPOSAL INSTRUCTIONS

A. SUBMISSION OF PROPOSALS

1. *Five* full copies of the Proposal must be submitted on the Proposal form provided in the solicitation.
2. The Proposal form shall be signed and submitted in a sealed envelope clearly identified on the outside of all envelopes with the name of the Proposal/project and date and time of the scheduled Proposal opening as indicated in the advertisement.
3. Electronically mailed Proposals are **not** considered sealed Proposals and will **not** be accepted.

B. DELIVERY OF PROPOSALS

1. Proposals should be mailed or hand carried to **Wicomico County Purchasing Department, 125 N. Division Street, Government Office Building, Room B-3, Salisbury, MD 21801**, in order to be received in the office of the Purchasing Agent prior to the announced Proposal opening.
2. *Proposals received after said time or delivered to the wrong location will be returned to the Proposer unopened.* If you are delivering a Proposal in person please keep in mind to allow time to sign-in at the security station in the lobby.
3. It is fully the responsibility of the Proposer to insure that the Proposal is received on time. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the Proposal.

C. QUESTIONS/ADDENDUM

1. Proposals are subject to change in the form of an addendum. Questions must be addressed in writing to Wicomico County Purchasing at purchasing@wicomocounty.org.
2. All questions should be asked no later than seven (7) calendar days in advance of the RFP deadline. Addenda are posted on the County website at www.wicomocounty.org under Government: Departments: Purchasing: at www.wicomocounty.org/bids.aspx at least five (5) calendar days before proposal opening.
3. It is the proposers responsibly to make sure all addenda are acknowledged in their offering. Failure to do so could result in the proposals being disqualified.

D. QUALIFICATIONS

1. The Proposer must be in compliance with the laws regarding conducting business in the State of Maryland.
 - a) All Offerors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Proposer is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of offerors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .

Wicomico County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Proposer's inability to provide this documentation could result in the submission being rejected.

2. All vendors who wish to provide a proposal on County projects and contracts need to register as a proposer/bidder at www.wicomicocounty.org/list.aspx?Mode=Subscribe#bids by checking off the categories for which you wish to be informed of future offerings.

E. DESCRIPTIVE LITERATURE:

1. Descriptive literature fully describing the product Proposal (where such literature exists) shall be included with the Proposal to assist the Purchasing Department in evaluating the submission. Failure to do so may be cause for rejection of the Proposal.
2. Any items, systems or devices supplied in this Proposal that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the Proposal form.

F. SALES TAX

1. In buying products directly from a vendor Wicomico County is exempt from being directly charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a Contractor is responsible for paying sales tax on his/her purchases relating to any projects or services and should incorporate it into their proposals.

3. Contractors cannot use the County tax exemption to buy products.

G. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Proposer shall provide the County with Certificates of Insurance within ten (10) days of Proposal award notification evidencing the required coverage.
2. Proposer must provide Certificates of Insurance before commencing work in connection with the contract.
3. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with the County to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name County and agents as additional insured.
4. Contractor shall provide the County with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of this Contract.

H. PROPOSAL EVALUATION

1. If some characteristic of the Proposal requires that the Proposal must be reviewed by the County Council, the award can be expected within 30 days.
2. Proposal evaluations typically take 2-4 weeks.

I. RIGHT TO REJECT

1. Wicomico County reserves the right to reject any and/or all Proposals or to waive any technicality it deems in the best interest of the County.

J. AWARD OF PROPOSAL

1. The County shall award a Proposal to the best, responsive and responsible Proposer complying with the provisions of the Invitation for Proposal.
2. All Proposal awards are contingent upon available funding.

3. The County reserves the right to award a Proposal by individual items, in aggregate, or in combination thereof as deemed necessary to fulfill the anticipated requirements of the County.
4. All awards over \$1000.00 require a Purchase Order to be executed before any work can be started. Some awards will require a County contract, please allow 2-3 weeks for execution of a contract.

K. PUBLIC INFORMATION ACT (PIA)

1. Wicomico County is subject to the Maryland Public Information Act and may be required to release submissions in accordance with the Act.
2. Any materials you deem to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.

II. SPECIFICATIONS

Project S.E.E.K. (Services to Enable and Empower Kids)

Wicomico Partnership for Families and Children (WPFC) with funding from the Governor's Office for Children has allocated funding for Project S.E.E.K., which intends to reduce intergenerational incarceration. This Program is designed to impact the risk and protective factors associated with delinquency and criminal behavior at both the individual and family levels. Services are flexible in scope and duration. As a comprehensive program with multiple components, Project SEEK draws on prior experience with prevention programming and incorporates aspects of infant mental health programming; problem solving, social skills training, substance abuse prevention, violence prevention and conflict resolution curricula. It is this model that proposals should be based upon. For more information into Project SEEK, visit this website: <https://nrccfi.camden.rutgers.edu/2015/02/10/please-join-us-on-friday-november-21-2014-for-a-forum-on-children-of-incarcerated-parents-the-issues-strategies-and-interventions/>

The amount available for funding is **\$57,000** and it will be awarded to a single vendor to complete the specifications of this grant.

The funding period for the proposal is Sept. 22, 2016 – Jun. 30, 2017

A technical assistance meeting will be held on **July 26, 2016** located in the Government Office Building, room 300, on 125 N. Division Street, Salisbury, MD 21801.

A. TIMELINE:

Technical Assistance: **July 26, 2016**

Proposals Due: **2:30 PM on August 12, 2016**

Contract Award: **September 2, 2016**

Funds Must Be Expended By: **June 30, 2017**

Final Reports Due: **July 10, 2017**

B. GRANT ELIGIBILITY

1. Any licensed, certified or incorporated agency, professional individual with a specialization, or organization, public or private, who can demonstrate the ability to successfully carry out the project, is eligible to apply. The applicant must comply with all applicable Federal and State laws. Experience, credibility, and accountability within the specialized field must be demonstrated.

2. Eligible grant expenditures may include budget line items such as personnel costs, equipment/supplies, and travel. Emphasis should be on direct service costs.

3. See Appendix E for scoring rubric.

C. VENDOR REQUIREMENTS

1. If funding is awarded, applicant must enter into a standard contract with Wicomico Partnership for Families and Children (WPFC), Wicomico County's Local Management Board, which must conform to the Local Management Board Manual, effective September 22, 2016.

2. All grant funds are reimbursed. Grant expenditures will be submitted with receipts/documentation monthly and funds will generally be reimbursed within thirty (30) days. No payment will be provided before the rendering of services.

3. All staff members interacting with youth must have a current background check on file with the organization applying or WPFC. A copy from another agency will not be accepted.

4. Program Data must be collected per the Performance Measures provided by WPFC. See attached sample. In addition to the Performance Measures, program narrative reports will be due quarterly on the 10th of October 2016, January, April and July 2017.

5. A Financial Report and Program Report will be due quarterly by the 10th of the month following. Delays in payment may result if monthly reports are late, incomplete, or incorrect.

6. Wicomico Partnership reserves the right to reject any or all proposals or to award the contract to the next recommended vendor if the successful applicant does not execute a contract within thirty (30) days after the award of the proposal.

7. All awards are subject to the guidelines set forth in this Request for Proposals.

8. Applicant must enter into a standard contract with Wicomico Partnership for Families and Children, which must conform to Local Management Board Manual.

9. Fiscal Management will conform to the Local Management Board Manual. Link to this manual available at: <http://goc.maryland.gov/lmb/>

10. OPERATING:

Program will consist of the following components:

i. Home Visits

1. A caseworker should be assigned to the family in need, meeting with the child and home caregiver

2. Frequency to be determined by vendor with the intent of having greater frequency of visits initially to be tapered off as family needs decrease to support autonomy
 3. Duration of services to be determined by vendor with family need in mind
- ii. Support Groups
1. Age-appropriate groups will be held for children of incarcerated parents. Caregiver support groups will be held for the primary caregivers of the impacted children.
 2. Facilitators of child support groups must be aided by classroom supports.
 3. Transportation must be offered to those in need.
 4. Child-care must be provided to those with children younger than 4 years old during group participation. Child care provisions must follow COMAR Regulations.
 5. A light meal may be provided to encourage participation.
- iii. Referrals for navigation and advocacy services
1. Multiple community agencies provide service navigation and advocacy. Partnership and connection with these agencies is a crucial part of serving families impacted by incarceration. Additionally, navigation services will be contracted through WPFC and these services should be integrated with this project in order to connect them with community resources such as behavioral health treatment, financial assistance, housing, educational advocacy and other systems of care services.
- iv. Facilitating child-incarcerated parent communication
1. All interaction with incarcerated parent should be appropriate in regards to prior relationship, safety to the child, and primary caregiver consent.
 2. Primarily should be in the form of facilitated visits with provided transportation. If in-person visitation is not appropriate, written and telecommunication are allowed alternatives.
 3. Each incarcerated parent and parent caring for the child will be offered parent education through the Family Education/Parenting Program to be funded by WPFC.
 4. Youth in 6th-12th grades will be offered the teen education provided by the Family Education/Parenting Program. Program to be funded by WPFC.
 5. Transportation and childcare to be provided by Family Education/Parenting Program.

- a. Target population:
 - ii. Children of incarcerated persons with a minimum sentence of six months. Incarcerated persons must claim parenthood but do not have to have been residing with child prior to incarceration. Children must be under 18 years of age at intake.
- b. Intermediate objectives are:
 - i. To promote social competency, cognitive development (school success), emotional well-being, physical well-being and family stability.
 - ii. To improve the child's caregiving environment by:
 - 1. promoting the psychological and physical well-being of caregivers
 - 2. increasing their ability to meet basic needs
 - 3. improving parenting practices
 - 4. maintaining the parent-child relationship when appropriate while the inmate is incarcerated
 - 5. assisting with family issues of reintegration at the time of inmate's release
- c. Additional Services To Be Offered:
 - i. provide aftercare services 90 days upon the inmate's release from prison

D. SUBMISSION REQUIREMENTS

1. All proposals must be typed in 12pt. font with one inch margins on standard size (8.5in. x 11in.) paper, double spaced.
2. Incomplete proposals will not be considered.
3. One proposal bearing original signatures in blue ink by authorized principals of the organization and five hard copies are to be submitted. All proposals including copies may only be bound by binder clip. Do not submit notebooks or plastic page sleeves.
4. In addition to the original and five hard copies, applicants must submit an electronic (Microsoft Word 2003 or later) copy on a flash drive or CD by the proposal deadline conspicuously labeled with the name of the applicant and title of project.
5. The provided coversheet must be completed and attached as the first page for the submission followed by the Requirements For Vendor sheet located in Appendix A and Appendix B.
6. If funding is awarded, applicant must enter into a standard contract with the Wicomico Partnership for Families and Children, which conforms to the Local Management Board Manual and Wicomico County Policies and Procedures.

7. Proposals will be pre-screened for submission requirements and inclusion of all required sections. Proposals not meeting all submission requirements will not be reviewed.
8. Extensions will not be granted.
9. Incomplete proposals will not be considered.
10. Wicomico Partnership for Families and Children shall make final determination for awards based on proposal scoring and the availability of funds.

E. PROPOSAL

1. Please complete the separately provided application (including budget and required sign-off sheets) in the format provided (Word.doc) following the instructions therein.
2. This will be your grant proposal application.
3. Please include from this packet Appendices A & D, the “proposal form” filled out, and the first page filled out in final proposal submission.
4. Proposals must be provide of the following in order:
 - a) COVER PAGE
 - b) ABSTRACT (not to exceed 150 words) Should be a summary overview of the applicant’s total grant proposal
 - c) CAPACITY (not to exceed 2 pages) Provide a brief overview of the relative history of the applicant relating to the specific focus of the experience and capability. Describe any experiences that demonstrate an ability to attain the objectives of the RFP
 - d) NARRATIVE (Not to exceed 10 pages) The Narrative is your opportunity to convince the review panel that your project is sound and deserves to receive funding. The Narrative must be succinct and clear. The review panel needs to understand quickly and easily the components of your project and how they work together to address the requirements of this request.
 1. Avoid jargon and define all acronyms.
 2. Proofread the narrative once it is complete.
 3. Check for style inconsistencies, redundancies, factual omissions, and unexplained assumptions.
 4. A good strategy is to let someone unfamiliar with the project read and critique the proposal before you submit it; be as detailed as possible.
 5. Experience, credibility, and accountability must be demonstrated.
 6. The narrative justifies and describes the proposed site to be implemented based around the aforementioned requirements.
 7. Demonstrate knowledge of evidence-based methods or best practices.
 8. THE NARRATIVE SHOULD ADDRESS THE FOLLOWING:
 - i. An understanding of the impact of incarceration on families

ii. A detailed plan for; Home Visiting; Support Groups; Referral Process for Navigation and Advocacy; and Facilitating Child-Incarcerated Parent Communication. Integration of:

- o Parent education
 - o Teen education
 - o Caseworker assignment
 - o Sample visitation schedule
 - o Transportation requirement
 - o Child-care requirement
- iii. Specific services to be provided
- iv. Number of families to be served
- v. Staff qualifications and credentials
- vi. Clearly defined objectives
- vii. Sustainability
- viii. Performance Measures and Outcomes
- ix. Quality Assurance Mechanism(s)
- x. References Page (Include in Appendix)

e. FINANCIAL AVAILABILITY/FISCAL MANAGEMENT

- This funding will be awarded to the single vendor meeting all requirements and receiving a competitive score from reviewers.
- Funds may not be supplanted but must be used to supplement. Grant is intended to increase the total amount of funds available for the project.
- Project budget calculations must include estimation methods, quantities unit costs, and other similar quantitative detail sufficient for the calculation to be duplicated by reviewers.
- The successful vendor is expected to pursue and document all available sources of funding to ensure required **25% match** amount is met. Match can be in-kind as well as cash as long as contributing to overall costs.
- Matching funds refers to the portion of project program costs not funded by this grant which can take the form of cash or in-kind contributions such as of facilities, equipment, supplies, personnel salaries or any combination thereof. For example: a grantee receiving a \$200,000 grant may have to contribute 50% (100,000) of the total project award. In cases where there is no matching requirement, a voluntary contribution made on the part of the grant applicant to the proposed project indicates an ability to rally institutional and community support for project's implementation and can strengthen the overall quality of a grant proposal. The matching funds must be treated the same as the requested grant funds and only used in a manner that is allowable, allocable, and reasonable for that specific project. Cash match is real cash contributed to the project. In-kind is

defined as things that could exist or that could happen without the grant.

- NOTE: In-kind rate for volunteers may not exceed \$23.07 an hour. In-kind rate for travel may not exceed .14 cents per mile.
- Gift Cards will not be funded; any requests received will result in a reduction of the total grant request.
- The value of rebates and discounts should be shown as deductions.
- Wicomico Partnership reserves the right to reject any or all proposals or to award the contract to the next recommended vendor if the successful applicant does not execute a contract within thirty (30) days after the award of the proposal.
- All awards are subject to the guidelines set forth in this Request for Proposals.
- Applicant must enter into a standard contract with Wicomico Partnership for Families and Children, which must conform to Local Management Board Manual.
- Fiscal Management will conform to the Local Management Board Manual.
- Funding is provided by reimbursement only. Complete documentation must be provided for funding. Funds are generally reimbursed within 30 days following the receipt of a correct and complete financial form with all supporting documentation.

III. PROPOSAL FORM

Date: _____

TO: Wicomico County Purchasing Department
Government Office Building
125 North Division Street, Room B-3
Salisbury, MD 21801

PROPOSAL – Grants for Project S.E.E.K. (Services to Enable and Empower Kids)

Total Funding Requested \$ _____

Please attach this signed Proposal form to your submission

See separate Appendixes A-E to use with application.

Five (5) copies of Proposal provided? Yes _____

Addenda acknowledged (if applicable) - YES _____ #(s) _____ NO _____

The proposer agrees that the offering will be good for at least 30 days unless otherwise indicated in the RFP specifications.

I have read, understood, and agreed to the terms and conditions of all contents of this PROPOSAL. The undersigned agrees to furnish the commodity or service stipulated in this PROPOSAL as stated above.

SIGNATURE: _____

NAME: _____ TITLE _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

APPENDIX A

Requirements for Vendors

- If funding is awarded, applicant must enter into a standard contract with the Wicomico Partnership for Families and Children, which must conform to Local Management Board Manual.
- Wicomico Partnership for Families and Children’s funding is **reimbursable**. Grant expenditures will be submitted with receipts/documentation and funds will *generally* be reimbursed within 30 days. No payment will be provided before the rendering of services.
- All staff members interacting with youth must have a current background check on file with the organization or WPFC prior to working with youth.
- Program Data must be collected per the Matrix provided by Wicomico Partnership. See attached sample. Matrix will be due January 10th and July 10th of the fiscal year.
- A Program Financial Report and Program Report will be due quarterly by the 10th of the following month. Failure to submit reports by deadlines will result in delayed payment and may affect future funding.
- If there are any changes to programming, targets not being reached, or any other part of the original proposal, you are required to report this to WPFC within 15 days.

Any change to the budget must be reported prior to expending funds to receive approval. If a formal budget modification is required, we will notify you at that time. Failure to seek approval may result in non-payment.

I have read, understand, and agree to the aforementioned requirements. Failure to comply with any of these requirements may result in non-payment or reduction in payment of grant funds. Future funding may also be impacted based on compliance with grant requirements.

Director Signature _____ **Date** _____

APPENDIX B

Sample Reporting Documents

DATA MATRIX

(Completed in January and July)

Provider:

Program Summary:

Target Population: Youth (ages 0-24) with incarcerated parent(s)

Performance Measures Worksheet	
<i>Quantity</i>	<i>Quality</i>
<p>A.) # children served</p> <p>B.) # of incarcerated parents enrolled in program</p> <p>(Measure #1 - How much the program did, the combination of effort and quantity)</p>	<p>A.) % of families complete mediation</p> <p>B.) % Department of Juvenile Services Referrals</p> <p>(Measure #2 - How well the service was delivered, the combination of effort and quality)</p>
<p>A.) # of site participants who increase or maintain school attendance from first to last marking period as measured by school report card.</p> <p>B.) # of site and program participants reporting program helped them become more interested in going to school.</p> <p>(Measure #3 - The number of participants who were better off as a result of the</p>	<p>A.) % of site participants who increase or maintain school attendance from first to last marking period as measured by school report card.</p> <p>B.) % of site and program participants reporting program helped them become more interested in going to school.</p>

program, the combination of effect and quantity)	(Measure #4 - The percentage of participants who were better off as a result of the program, the combination of effect and quality)
--	---

APPENDIX D

Proposal Checklist for Project S.E.E.K.

PLEASE SEARCH FOR, CONFIRM, AND CHECK OFF EACH BOX ITEM FOR YOUR PROPOSAL. MUST HAVE ALL REQUIREMENTS AND EACH BOX MUST BE CHECKED.

o Proposal Format and Submission:

- Complete proposal application typed in 12 pt. font
- 1 original
- Dated and signed as required in **blue** ink
- Bound **only** by a binder clip (no staples, sleeves, folder or binder)
- Printed on standard weight/size (8.5" x 11") paper
- 5 hard copies
- Each bound **only** by a binder clip (no staples, sleeves, folder or binder)
- Printed on standard weight/size (8.5" x 11") paper

o Proposal content should be ordered accordingly and include:

- Proposal cover page; completed and signed
- Proposal checklist; completed and initialed
- Application
- Availability
- Population served
- Lesson(s) duration and number
- Scheduling preference
- Number of students per session
- Space required
- 2-3 page (12 pt. font) description of programming/walk-through
- Includes career introduction component
- Organizational capacity
- Transportation plans
- Outcomes
- 4 mandatory outcomes addressed
- Budget Summary
- Table with all amounts adding up correctly and reflecting realistic projection

- Budget Details
- Each individual table for **Personnel, Operating Expenses, Travel, Equipment, Contractual Services** and **Other** completed to **accurately** reflect your budget summary table
- Written narrative providing justification for projected budget for each category: **Personnel, Operating Expenses, Travel, Equipment, Contractual Services** and **Other**

*Please date and initial to verify that this checklist has been reviewed, all items have been checked off and proposal is complete

Date: _____ Initial: _____

APPENDIX E

BUDGET

BUDGET SUMMARY: The following table is to be completed using the totals from the budget categories A-E. Enter the totals from all expenditure categories in the applicable spaces. The grand total must correspond to the total projected costs. All amounts in the budget section are to be **rounded to the nearest whole dollar**.

Expenditure Category	Grant Funds Requested	Matching Funds: Cash	Matching Funds: In-Kind	TOTAL
A. Personnel				
B. Operating				
C. Travel Expenses				
D. Equipment				
E. Contractual Services				
F. Other				
Grand TOTAL				

BUDGET DETAILS: This section of the grant proposal includes a table for each budget expenditure. Please itemize and explain the following categories of project expenditures: Personnel, Equipment, Operating Expenses, Travel, Contractual Services and Other.

BUDGET NARRATIVE: Following each table, a narrative justifying the proposed funds must be provided. It must demonstrate the extent to which the proposed budget is reasonable, cost effective and integrates other sources of funding. All costs described in the project narrative will appear in the budget narrative and must have a

corresponding entry in the itemized

2. Category A - Personnel

Includes salaries, social security and fringe benefits for personnel required to implement the project. (Include contractual staff or consultants in Category E). Time and attendance records must be maintained for all personnel included in the grant project.

Description of Position	Hourly Rate	Percent of Time or Number of Days/Hours/ or Weeks	TOTAL
TOTAL Personnel Expenses			

3. *Fringe benefits not to exceed 30%.

4. BUDGET NARRATIVE PERSONNEL: Justification and/or Explanation of Above

Category B – Operating Expenses

Administrative Supplies, Rental Space, Printing and Communications (communication expenses include items such as telephone, fax, postage, etc.)

Operating Expense	Cost/Unit	Quantity	TOTAL
Office Supplies			
Printing			
Communication Expenses			
Postage			
Telephone/Internet			
Rental Space			
Utilities			
TOTAL Operating Expenses			

5. BUDGET NARRATIVE OPERATING EXPENSES: Justification and/or Explanation of Above

Category C - Travel

Travel expenses may include mileage and/or other transportation costs such as meals and lodging ensured during or associated with traveling. Food costs incurred during travel is applicable to this grant. Allowed mileage reimbursement: .56 cents per mile.

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

6. BUDGET NARRATIVE TRAVEL: Justification and/or Explanation of Above

Category D - Equipment

Equipment costs may include taxes, delivery, installation and similarly related charges. The value of rebates and discounts should be shown as deductions. Inventory records must be maintained for equipment that is acquired. All equipment reverts to Wicomico Partnership for Families and Children at end of contract. Expenditures must be consistent with applicable procurement guidelines.

BUDGET NARRATIVE EQUIPMENT: Justification and/or Explanation of Above

Equipment Item	Cost/Unit	Quantity	TOTAL
TOTAL Equipment Expenses			

Category E – Contractual Services

Include contractual staff or consultants.

Description	Rate	Percent of Time or Number of Days/Hours/ or Weeks	TOTAL
TOTAL Personnel Expenses			

BUDGET NARRATIVE CONTRACTUAL: Justification and/or Explanation of Above

Category F - Other

Include all other anticipated expenditures, which are not included in the previous categories such as program supplies (i.e. T-shirts, paints, food, etc.), and indirect costs not to exceed 2%.

Type of Expense	Cost	TOTAL
TOTAL Expenses		

BUDGET NARRATIVE OTHER: Justification and/or Explanation of Above

EXHIBIT A

WICOMICO COUNTY, MARYLAND STANDARD TERMS AND CONDITIONS

This document sets out provisions generally applicable to all Wicomico County (“County”) contracts. These provisions do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and any special conditions. This document and the Contract are intended to be complementary and shall be construed accordingly. Should there be a direct contradiction between these terms and conditions and the Contract, then the Contract shall govern and control those contradictory terms and conditions. The term “Department” includes the County, its various departments, unit, agencies, employees or agents as may be appropriate. The term “Contract” shall include a document entitled “agreement” or any other title on a document that is denoting a contract. The Wicomico County Executive is the person authorized to enter into contracts for Wicomico County.

Amendment. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

Bankruptcy. Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the County immediately. Upon notice of such filing, the County reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights the County may have as provided in this County or by law.

Compliance with Law. The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with the professional standards;
- C. 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;
- D. It is not in arrears in the payment of any obligations due and owing to the County 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;
- E. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

Contingent Fee Prohibition. The Contractor, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

Counterparts and Signature. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument. Unless otherwise specified by the County, this Contract may be signed in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature,

shall be treated as and shall have the same effect as an original signature. An electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Force Majeure. Neither the County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, County declaration of emergency, or war where such cause was beyond, respectively, the County's or Contractor's reasonable control. The County and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Maryland and Wicomico County without regard to principles of conflicts of law.

Indemnification. The Contractor shall protect, hold free and harmless, defend and indemnify the County including its officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including Attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of Wicomico County, its officers, agents and employees.

Independent Contractor.

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although the County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by the County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, and is not an officer, employee or agent of the County.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide the County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without the County's written consent, any obligation of the County to indemnify Contractor for any actions under this Contract.

Insurance Requirements.

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name County, its employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with the County prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with the County to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this

Contract. All such insurance shall name County, its employees, and agents as ADDITIONAL INSURED.

- C. Contractor shall provide the County with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of this Contract.
- D. All insurance policies shall have a minimum 30 days notice of cancellation. Immediate written notice to the County shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed Contractor shall provide new certificates of insurance prior to expiration of current policies.

Nondiscrimination. A contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

Ownership of Documents and Materials.

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to the County upon request by the County and shall become and remain the exclusive property of the County upon termination or completion of the services. The County shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. The County shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent or copyright, it shall provide an assignment to the County of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with the County.
- C. The Contractor shall indemnify and save harmless the County from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless the County, its officers, agents, and employees with respect to any claim, action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

Payments. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest shall be charged at a rate of six percent (6%) per annum.

Records. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that the County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later. All subcontracts shall also comply with these provisions.

Remedies.

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the County. The acceptance of the work set forth herein by the County shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. The County may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County by law.

Responsibility of Contractor.

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the County, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies of damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to the County under the "Remedies" paragraph, or otherwise available by law.

Severability/Waiver. The County and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

Subcontracting or Assignment. The benefits and obligations of this Contract shall inure to and be binding upon the parties and neither this Contract nor the services to be performed shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County. The County has the right to withhold such consent for any reason the County deems appropriate.

Substance Abuse and Drug Testing. Contractors and contract employees are subject to the provisions of the County's policy on substance abuse and drug testing regarding the use, possession, or sale of drugs or alcohol while performing County business or while in a County facility. Violation of these provisions or refusal to cooperate with implementation of the County's policy on substance abuse and drug testing can result in the barring of contract personnel from County facilities or from participating in County operations.

Survival. The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

Termination. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, the County 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 County's option, become the County's property. The County 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 County can affirmatively collect damages.

Termination of Contract for Convenience. The performance of work under this Contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines such termination is in the best interest of the County. The termination for convenience is effective on the date specified in the County's written notice. The County will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-year Contract. If the County 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 cancelled 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 County'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 County 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 non-recurring costs incurred but not amortized in the price of the Contract. The County 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.

Third Party Beneficiaries. The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

Use of County Facilities. Contractor and its employees or agents shall have the right to use only those facilities of the County that are necessary to perform the services under this Contract and shall have no right of access to any facility of the County without prior approval of County Administration. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.

Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.