



**STATE OF MARYLAND
DEPARTMENT OF JUVENILE SERVICES
(DJS)**

INVITATION FOR BIDS (IFB)

**DENTAL SERVICES AT BALTIMORE CITY JUVENILE JUSTICE
CENTER (BCJJC)**

IFB NUMBER: 26-MS-BC-001

ISSUE DATE: SEPTEMBER 3, 2026

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA <https://emma.maryland.gov/>

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which the award will be limited to certified small businesses. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of Social and Economic Mobility's (DoSEM) [Office of Small, Minority & Women Business Affairs \(OSBA\) Small Business Reserve Program](#) are eligible for award of a contract. Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the OSBA as a certified small business through eMMA. However, if small businesses do not show interest in this solicitation, the Procurement Officer has the right to remove the SBR designation via an Amendment on eMMA.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS
SOLICITATION.**

KEY INFORMATION SUMMARY SHEET (KISS)

Invitation for Bids	Services - Dental Services at Baltimore City Juvenile Justice Center
Solicitation Number:	26-MS-BC-001/BPM058729
IFB Issue Date:	September 3, 2026
IFB Issuing Office:	Department of Juvenile Services ("DJS" or the "Department")
Procurement Officer:	Erica Stuckey 217 E. Redwood Street Baltimore, MD 21202
Email:	erica.stuckey1@maryland.gov
Phone Number:	410-230-3347
Bids are to be sent to:	Bids will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit bids electronically can be found at: https://procurement.maryland.gov/wp-content/uploads/sites/12/2021/01/4-eMMA-QRG-Responding-to-SolicitationsIFB.pdf Submit on emma.maryland.gov under Solicitation Number 26-MS-BC-001 To submit a bid, bidders must first register on emma.maryland.gov. We recommend registering in advance to become acquainted with the site.
No Bid Notice Feedback Form	If you are not submitting a bid for this solicitation, submit Attachment 1 with your reasons why.
Pre-Bid Conference:	Wednesday, September 16, 2026, at 11:00 a.m. Local Time Virtual Teleconference, By Calendar Invitation from Procurement Officer See Section 4.3 for additional details. See Attachment 2 Pre-Bid/ Proposal Conference Response Form: https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/11/Attachment-2.-Pre-Bid_-Pre-Proposal-Conference-Response-Form-v2.pdf to RSVP by Monday, September 14, 2026, at 2:00 p.m. Local Time

Questions Due Date and Time:	Wednesday, September 23, 2026, at 2:00 p.m. Local Time
Bid Due (Closing) Date and Time:	Monday, October 5, 2026, at 4:00 p.m. Local Time Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Attachment 1 - No Bid Notice/Vendor Feedback Form).
MBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) subcontract participation goal of <u>0</u> percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. The overall MBE subcontract participation goal includes the following subgoals, which have been established for this procurement: Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 4 for information about the MBE program and goals.
VSBE Subcontracting Goal:	N/A
Procurement Method:	A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.
Multiple or Alternate Bids:	Multiple or alternate Bids will not be accepted.
Contract Type:	Fixed Price
Contract Duration:	Five (5) base period with no option periods.
Primary Place of Performance:	Baltimore City Juvenile Justice Center (BCJJC) 300 North Gay Street Baltimore, MD 21202
SBR Designation:	Yes
Federal Funding:	No

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1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

The Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- A. The Bidder shall have minimum of three (3) years of experience within the past five (5) years providing dental services to adolescent youth, preferably in an institutional or public health setting. Required Documentation: The Bidder shall provide with three (3) letters of reference from customers within the past (5) years who are able to attest to the Bidder's experience in providing the services described in this solicitation.
- B. The Bidder shall be eligible to practice dentistry in Maryland and have (3) years of experience providing dental services to adolescent youth, preferably in an institutional setting. Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its Bid with a copy of active dental licenses issued by the Maryland State Board of Dental Examiners and a resume describing experience for proposed dental staff. See also Section 2.3.2.1.
- C. The Bidder shall provide with its Bid "**Attachment L Reference Checks**" with three (3) or more references filled out.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

2.1.1 This Invitation for Bids (IFB) is issued to procure the goods or services, as specified in this Section 2, from a contract between the successful bidder(s) and the State of Maryland (“State”): The Maryland Department of Juvenile Services (DJS or Department) is issuing this Invitation for Bids (IFB) to procure dental services for male youth detained at the Baltimore City Juvenile Justice Center (BCJJC). Youth are between the ages of twelve (12) and twenty (20), who are referred by DJS medical staff. All services will be performed on-site in the BCJJC dental suite.

It is the State’s intention to obtain goods and services, as specified in this IFB, from a contract between the selected Bidder and the State.

2.1.2 The Department intends to award one (1) contract for dental services. See IFB **Section 4.21 Bid Evaluation Criteria and Award Basis** for more Contract award information.

A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

2.2 Background and Purpose

The Department provides individualized care and treatment to youth who are alleged or adjudicated offenders. 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 counselling. Youth that pose a risk to themselves or to the public may require detention or placement in residential programs. BCJJC is a DJS detention facility where youth await their court dates or placement in an appropriate residential program.

Through DJS Somatic Health Services, the Department can protect, promote, and advance the health of all youth under its care. Many youths entering DJS facilities, including BCJJC, have a common background of adverse childhood experiences and previously unmet medical, dental, and mental health needs. By providing optimal healthcare to youth in DJS facilities, the Department strives to maximize each youth’s potential for success. Youth will be seen as preventive, acute, and chronic care. Medical, nursing, laboratory, pharmacy, nutritional, psychiatric and behavioral health services are provided in each facility under a separate contract or by DJS staff.

The purpose of this solicitation is to procure a vendor to provide dental services to youth who are detained at BCJJC. The facility has a capacity of 120 youth. Youth are primarily from Baltimore City. The focus shall be on the provision of high quality, comprehensive dental services in accordance with Performance-Based Standards for Juvenile Correctional Facilities by the American Correctional Association (www.aca.org) and Standards for Health Services in Juvenile Detention and Confinement Facilities by the National Commission on Correctional Health Care (www.ncchc.org) as well as policies and guidelines put forth by the American Academy of Pediatric Dentistry (www.aapd.org), the American Dental Association (www.ada.org), and the American Heart Association (for endocarditis antibiotic prophylaxis at www.heart.org).

2.2.1 State Staff and Roles

In addition to the Procurement Officer and Contract Monitor, the Contractor can expect to work with the following DJS staff:

- A. Nursing Supervisor at BCJJC
 - The Nursing Supervisor is responsible for the day-to-day operations of the health center at BCJJC.
- B. DJS Medical Director
 - The DJS Medical Director is responsible for clinical oversight of medical care provided to DJS youth including dental services throughout the State.
 - The DJS Medical Director will have contact with the Contractor on an as needed basis.
- C. DJS Health Administrator
 - The Health Administrator is responsible administratively for health care services, special health programs and nutritional services for youth in DJS facilities throughout the State.
- D. DJS Dentist
 - The DJS Dentist is a State-employed dentist currently assigned to DJS' Cheltenham Youth Detention Center and is responsible for dental programs at DJS facilities, including quality assurance of dental care provided and maintenance of the dental suites, throughout the State.
 - The DJS Dentist will communicate with the Contractor on an as needed basis and may perform continuous quality assurance activities regarding dental care at BCJJC.

2.2.2 Other State Responsibilities

The State will:

- A. Provide normal work facilities and equipment reasonably necessary for Contractor's performance under the Contract.
- B. Provide supervision of youth while in the clinic.
- C. Schedule off-ground appointments to see medical and dental specialists.
- D. Provide a dental assistant to work alongside the Contractor's dentist.

2.3 Contractor Responsibilities and Tasks

The Contractor shall provide the following upon commencement of the Contract:

2.3.1 General Requirements

- 2.3.1.1 The Contractor shall provide dental services to youth at BCJJC. The following is Average Daily Population (ADP) and admissions information.

Baltimore City Juvenile Justice Center (BCJJC) 300 North Gay Street Baltimore, Maryland 21202		
Fiscal Year	ADP	Admissions
FY24	92.5	618
FY25	94.3	635

- 2.3.1.2 The Contractor shall provide at least one dentist for Dental Clinics totaling up to sixteen (16) hours per week, with no more than a daily half hour lunch period. Dental Clinics are preferably held on Tuesdays and Fridays between the hours of 8 AM to 5 PM. Dentists shall record time in and out of the facility on the Dental Clinic Sheet (**Attachment U**). Payment shall be made based on the actual number of hours worked on-site.

Facility	# of Days Per Week	Average # of Hours per Day	Average Hours Per Month	Range of Hours per Month
BCJJC	2	8	70	64-80

- 2.3.1.3 The Contractor shall provide comprehensive dental care to DJS youth, to include, at a minimum, the following services:

A. Preventive dental care

1. Complete an initial preventive dental care visit within fourteen (14) calendar days of admission for those youth who have not had a documented preventive dental care visit and oral examination within the past six (6) months. The preventive dental care visit shall include at a minimum an oral examination and provision of oral hygiene instructions and preventative oral education. The oral examination by the dentist includes obtaining the youth's medical and dental history, charting the teeth, performing examinations of the head, neck, hard and soft tissues of the oral cavity using a mouth mirror, explorer, and adequate illumination, and performing and developing on-site x-rays as needed.
2. Perform prophylaxis procedures to include dental cleaning and, if indicated by the youth's caries-risk assessment, fluoride treatment (at least once per year) and dental sealants. Prophylaxis procedures, performed by the Dentist, may occur at the time of the preventive dental care visit or at a follow-up visit, if time is limited.
3. Perform follow-up preventive dental care visits every six (6) months for youth remaining in DJS care for prolonged periods.

B. Provide treatment for acute and chronic dental conditions

1. Triage and schedule youth with acute dental issues as soon as possible and in accordance with the DJS Dental Classification/Triage System (**See IFB Appendix 3 – DJS Dentist Classification/Triage System**).
2. Perform x-rays, routine restorations, extractions, and anterior root canals, and when necessary, perform or refer for non-routine services including crowns, partial dentures, dentures, bridges, and replacement of absent anterior teeth.
3. Evaluate and promptly treat dental pain and infection.
4. Order off-site laboratory services after consultation with the DJS Medical Director (for example, crowns and partial dentures), and invoice DJS for the actual cost of those laboratory services on a separate invoice.

5. Refer youth to dental care in the community for dental needs that cannot be provided on-site (for example, posterior root canals, ongoing orthodontic follow-up, impacted wisdom teeth, surgical extractions, dental emergencies such as knocked out or fractured tooth or jaw fracture).
 - C. On rare occasions and if available, respond to nursing or physician staff if called regarding a dental emergency or critical dental care question.
 - D. Consult with health care staff on coordinating care and treatment of youth.
 - E. Review past dental records of youth and maintain current dental records by appropriately documenting each youth's dental history, oral examination, assessment/diagnosis, and dental treatment plan in the youth's medical file.
 - F. Record any significant dental problems for each youth on the Problem List in the youth's medical file.
 - G. Complete the DJS Dental Encounter and Order Form (See IFB Appendix 4) after each patient visit and write orders for any necessary monitoring, nursing care, special diets, medications, and/or required follow-up care.
 - H. Perform all services while adhering to accepted infection control practices and within the guidelines of Standard Precautions as set forth by the Centers for Disease Control and Prevention (CDC), www.cdc.gov, and the Maryland Occupational Safety and Health (MOSH) Bloodborne Pathogen Standard, www.dllr.state.md.us/labor/mosh, as it pertains to dental services. This includes ensuring that dental instruments are sterilized, the dental examination room is kept clean, and sharps are properly disposed of according to CDC and MOSH guidelines.
 - I. Maintain a sharps inventory for the Dental Clinic by performing a sharps count at the beginning and end of each clinic day with assistance from the dental assistant.
- 2.3.1.4 Provide the following program administration and management services:
- A. Ensure that BCJJC is following Regulatory Guidelines for Dental Radiation Machines by the Maryland Department of the Environment (MDE) Radiological Health Program.
 1. Maintain a log of processing solution changes (minimum of every three (3) months), and maintenance and cleaning of the x-ray machine.
 2. Provide lead aprons to patients to protect them from radiation scatter.
 3. Ensure that dental personnel are monitoring radiation exposure by wearing radiation badges and maintaining a log of radiation badges.
 4. Cooperate with facility dental inspections every three (3) years by Maryland Department of the Environment.
 - B. Supervise dental support staff and sign off on their time report.

- C. Review appointment schedules to ensure evaluation and follow-up of youth needing dental care and assist nursing staff in triaging youth.
- D. Ensure that all necessary dental supplies are in stock and that all dental and x-ray equipment and instruments are in good working order. If not, coordinate with the BCJJC Nursing Supervisor, DJS Medical Director, or DJS Dentist to order supplies or maintenance/repair of equipment.
- E. Participate in meetings periodically or as medically necessary with the DJS Medical Director, DJS Health Administrator, DJS Dentist, DJS Director of Nursing, Facility Nursing Supervisor, and/or Facility Superintendent (or designee) to discuss and formulate the direction of dental care.
- F. Meet at least yearly with the DJS Medical Director, DJS Dentist, DJS Health Administrator and Contract Monitor or designee to discuss the Contract, provision of dental care services, and any challenges or problems that arise.

2.3.2 Staffing

2.3.2.1 The Contractor shall provide at least one (1) qualified dentist with the following qualifications. Proof of these qualifications shall be submitted with the Bid (See IFB Section 5.4 – Required Bid Submission).

- A. Graduated from an accredited school of dentistry.
- B. Possess a current license issued by the Maryland State Board of Dental Examiners and be in good standing to practice dentistry.
- C. Have three (3) years of full-time professional experience in the practice of dentistry with pediatric and adolescent patients, preferably with some experience in an institutional setting.
- D. Possess a current Drug Enforcement Administration (DEA) Registration Number issued by the United States Department of Justice DEA and a current Controlled Dangerous Substances (CDS) Registration number from the State of Maryland Department of Health, Office of Controlled Substances Administration (OCSA) in order to be able to prescribe Class II and Class III pain medication. Certification shall be maintained during the term of the Contract.
- E. Possess a current certification in Cardiopulmonary Resuscitation and Emergency Cardiac Care from the American Heart Association or the American Red Cross. Certification must be maintained during the term of the Contract.

2.3.3 Continuous Performance of Key Personnel Provisions

Unless substitution or replacement is approved by the Contract Monitor, key personnel shall be the same personnel proposed in the Contractor's Bid, which will be incorporated in the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract. Key personnel may not be removed by the Contractor without the prior written concurrence of the Contract Monitor.

- A. Key Staff General Substitution Provisions

The following provisions apply to all the circumstances of staff substitution.

1. The Contractor shall demonstrate to the Contract Monitor'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 Contractor shall provide the Contract Monitor with a written substitution request that shall include:
 - a) a detailed explanation of the reason(s) for the substitution request;
 - b) the resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - c) the official resume of the current employee for comparison purposes; and
 - d) any required credentials identified in this Solicitation.
3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor, and/or other appropriate State personnel involved with the Contract Monitor may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Monitor will notify the Contractor 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 Monitor will not unreasonably withhold approval of a requested key personnel substitution.

B. Replacement Circumstances

1. Voluntary Staff Replacement:

The Contractor shall submit a replacement request to the Contract Monitor at least fifteen (15) calendar days prior to the intended date of change. Except in a circumstance described in section four of this clause, a replacement may not occur unless and until the Contract Monitor approves the replacement in writing.

2. Staff Replacement Due to Vacancy:

The Contractor shall replace key staff whenever a vacancy occurs due to the sudden termination, resignation or leave of absence due to an extraordinary personal circumstance of such staff, incapacitating injury, illness or physical condition, or death.

Under any of the above circumstances, the Contractor shall identify a suitable replacement and provide the same information or items required under Section 2.3.3.2 within fifteen (15) calendar days of the sooner of the actual vacancy occurrence or from when it was first learned by the Contractor that the vacancy would be occurring.

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) calendar 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) calendar days to fully resume his/her job duties, before the 25th day of continuous absence the Contractor shall identify a suitable replacement and provide the same information or items required under the Contract.

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.

4. Directed Staff Replacement:

- a) The Contract Monitor may direct the Contractor to replace any staff who 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 who 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 Monitor 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) calendar days' replacement notification will be provided. However, if the Contract Monitor deems it necessary to remove the offending individual with less than fifteen (15) calendar days' notice, the Contract Monitor can direct the removal of a timeframe of less than fifteen (15) calendar days, to include immediate removal.

In circumstances of directed removal, the Contractor shall provide a suitable replacement for approval within fifteen (15) calendar 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 Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) calendar days of the date of notice and implement the Remediation Plan immediately upon written acceptance by the Contract Monitor or revise and resubmit the plan to the Contract Monitor within five (5) calendar days, as directed in writing by the Contract Monitor.

Should performance issues persist despite the previously agreed to Remediation Plan, the Contract Monitor 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.

2.3.4 Equipment and Supplies

All dental equipment and supplies are provided by DJS. BCJJC has a dental suite for the Contractor to provide dentist services. The dental suite will be:

1. temperature controlled;
2. well ventilated

3. well-lit;
4. accessible to electrical outlets; and
5. equipped with a suitable dental chair, x-ray machine, dental supplies, dental drills and other dental tools.

2.3.5 Youth Record Keeping

The Contractor shall:

- A. Document in the medical chart of each youth seen. DJS is utilizing paper health records until such time that electronic health records are in place. The clinic visit note shall contain at a minimum:
 1. Youth's name and date of birth;
 2. Date and time of clinic session;
 3. Reason for visit;
 4. Pertinent history;
 5. Objective findings;
 6. Assessment and plan including diagnosis, required treatment, follow-up, or referral for further care; and
 7. Signature of provider.
- B. Provide the dental charting forms that will be used by the Contractor for documenting the dental clinical encounter including the dental and medical history, examination of teeth and surrounding tissue, assessment and treatment plan. These forms shall be submitted to DJS with the bid submission (see Section 5.4) and must be approved by the DJS Medical Director prior to implementation.
 - A. Add any significant dental diagnosis to the youth's master problem list in the medical chart.
 - B. Complete the DJS Dental Encounter and Order Form (See IFB Appendix 4) after each patient visits and write orders for any necessary monitoring, nursing care, special diets, medications, referrals, and/or required follow-up care. Orders must be legible and must include date, time, and signature.
 - C. Complete the dental clinic log (See Attachment U) which is maintained by nursing and dental staff for the list of the youth to be seen at each dental clinic session. The dentist shall document on the dental clinic log:
 1. the time in and out for the dentist;
 2. the final diagnosis for each youth seen or reason why not seen, and
 3. Any additional youth seen or added to the clinic log.

The Contractor shall maintain dental clinic logs which will list the youth to be seen at each dental clinic session.

2.3.6 Contractor's Personnel Records

Files on each employee shall include at minimum:

- A. Name and social security number;
- B. Address
- C. Date of birth;
- D. Race and sex;
- E. Application and resume;
- F. References and documentation of reference checks;
- G. Starting date of employment;
- H. Evidence that educational and experiential requirements of the position have been met;
- I. Documentation of training received;
- J. Evidence of a request for a current criminal background check and evidence the employee has passed the criminal background check within 60 days from onboarding; and
- K. Signed policy acknowledgment form for the DJS policy "Elimination and Reporting of Sexual Abuse and Harassment-PREA Juvenile Facility Standards Compliance;" Signed PREA
- L. Mandated PREA Disclosure Form, required prior to provision of services and then yearly on July 1 (no later than July 10);

2.3.7 Reports

The Contractor shall submit the following reports to DJS by the 15th of the following month;

- A. Invoice
- B. Summary of Services
- C. Patient Procedure List

2.4 Supplemental Category of Work Requirements and Responsibilities

See the attached Professional Services Supplementals associated with this solicitation.

3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

3.2 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

3.3 Invoicing

The Contractor shall email the original of each invoice, supporting documentation, and signed authorization to the Contract Monitor, Jennifer Green, at Jennifer.green@maryland.gov or designee, and Accounts Payable at the following e-mail addresses:

Regions	Facilities	Email Addresses
City Region	Baltimore City Juvenile Justice Center (BCJJC)	djs.cityap@maryland.gov

Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- A. Contractor name and address;
- B. Remittance address;
- C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- D. Invoice period (i.e. time period during which services covered by invoice were performed);
- E. Invoice date;
- F. Invoice number;
- G. State assigned Contract number;
- H. State assigned (Blanket) Purchase Order number(s);
- I. Goods or services provided;
- J. Amount due; and
- K. Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.1 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** –The Price Form), those items shall be billed in the month following the acceptance of the work by the State.
- B. Invoices for work performed on a labor hour or time and materials basis shall be submitted on or before the 15th business day of the month following the end of the invoice period.
- C. Invoices for deliverables shall be submitted upon completion and acceptance of the deliverables as defined in **Section 2 of the IFB**.

3.3.2 Travel Reimbursement

Travel will not be reimbursed under this IFB.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

Inapplicable because there is no MBE goal for this IFB.

3.4.2 Liquidated Damages other than MBE

Liquidated damages other than MBE are identified in **Exhibit 2 – Sample Contract**.

This section is inapplicable to this IFB.

3.4.3 Problem Escalation Procedure

No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes and must include:

- A. Contact information
- B. The process for establishing the existence of a problem;

- C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- E. Expedited escalation procedures and any circumstances that would trigger expediting them;
- F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- G. Contact information for people responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- H. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- I. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.5 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.6 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder shall register using the 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

3.7 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, **Section 31** "Prompt Pay Requirements" (see **Exhibit 2 - Sample Contract**). Additional information is available on GOSBA's website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

3.8 Federal Funding Acknowledgement

This Contract does not contain federal funds.

3.9 Conflict of Interest Affidavit and Disclosure

The Bidder shall complete and sign the Conflict-of-Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Bid.

By submitting a Conflict-of-Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.”

3.10 Non-Disclosure Agreement

3.10.1 Non-Disclosure Agreement (Bidder/Offeror)

Certain documentation may be available for potential Bidders to obtain electronically or to review hard copies at a location identified by the Procurement Officer. If such documentation is identified, Bidders will be required to sign a Non-Disclosure Agreement in the form of **Attachment 3 – Non-Disclosure Agreement (Bidder/Offeror)** prior to the documentation being provided by the Procurement Officer.

3.10.2 Non-Disclosure Agreement (Contractor)

This solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment S**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

3.11 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dllr.state.md.us/paidleave/>.

3.12 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.13 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 3.13.1 The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Errors and Omissions/Professional Liability - One million dollars (\$1,000,000) per combined single limit per claim and three million dollars (\$3,000,000) annual aggregate.
 - C. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- 3.13.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.13.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.13.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.13.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.13.6 Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.14 Security Clearance/Criminal Background Check

A criminal background check for any Contractor Personnel providing on-site services shall be completed prior to each Contractor Personnel providing any services under the Contract.

The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.

The Contractor shall obtain criminal background checks on candidates it sends for employment at the Department. At a minimum, these checks must contain convictions and probation before judgment (PBJ) pleadings within the State of Maryland. This check may be performed by a public or private entity.

The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.

Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

§§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property).

any crime within Title 7, Subtitle 1 (various crimes involving theft).

§§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics).

§§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud).

§§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or

a crime of violence as defined in CL § 14-101(a).

A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.15 Child Protective Services Clearance

The Contractor and any staff working at any facility under this IFB 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.

3.16 Prison Rape Elimination Act (PREA)

Pursuant to Prison Rape Elimination Act (PREA) Juvenile Facility Standards §115.387 and §115.388, the Department is mandated to collect data for every allegation of sexual abuse occurring in its facilities. This data must include, at a minimum, the data required to answer all questions from the most recent version of the Survey of Sexual Victimization conducted by the Department of Justice Bureau of Statistics. Additionally, the Department is required to obtain incident-based and aggregate data from contracted private providers. A copy of the federal PREA law, Public Law 108-79, codified as 42 USC 15601 can be found on the following website:

https://djs.maryland.gov/Documents/policies/residential/Elimination-and-Reporting-of-Sexual-Abuse-and-Harassment_RF-701-18.pdf

The Contractor and any staff working at any facility under this IFB shall review the Elimination and Reporting of Sexual Abuse and Harassment-PREA Juvenile Facility Standards Compliance Policy NUMBER: RF-701-18, complete and sign the PREA disclosure form and the policy acknowledgement page.2 within ten (10) Business Days upon recommendation for contract award and then annually no later than July 10th of each year to the Contract Monitor (Reference **PREA Receipt Acknowledgement Agreement – Attachment S**).

4 Bid Submission Information and Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The IFB, Pre-Bid Conference (Conference) summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process and then follow the prompts.

4.2 Electronic Means

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

- A. Submission of Bond documents determined by the State to require original signatures; or
- B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

Any e-mail transmission is only authorized to the email addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

"Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.3 Pre-Bid Conference

If a Conference will be held, the date, time, and location is indicated on the **Key Information Summary Sheet**. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend to facilitate better preparation of their Bids. If the solicitation includes an MBE participating goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a bidder's good faith efforts if there is a waiver request.

It is highly recommended that all Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the IFB requirements and the socio-economic goals for this solicitation.

MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.

To assure adequate accommodations at the Conference, please email the completed **Attachment 2** for those expected to attend the Conference to the Procurement Officer no later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable efforts will be made to provide such special accommodation.

If the Conference is in person, attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.4 Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title for this IFB and must be submitted in writing via e-mail or eMMA to the Procurement Officer no later than the date and time specified in the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.

- 4.4.1 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments and posted on eMMA.
- 4.4.2 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

4.5 Bid Due (Closing) Date and Time

Bids must be received by the Procurement Officer no later than the Bid due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.02.10. Bids received after that date will not be considered. Requests for an extension of this date or time shall not be granted.

For Bids accepted via email, the time stamp to indicate receipt of the Bid by the State, is the posted date and time in the Procurement Officer's email inbox.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Bids.

Potential Bidders not responding to this solicitation are requested to submit the "No Bid/Proposal Notice/Vendor Feedback" form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Receipt, Opening and Recording of Bids

Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for Bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

Bids shall be opened publicly at the time, date and place designated in the Key Information Summary Sheet.

The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of Bid opening.

4.7 Duration of Bids

Bids submitted in response to this IFB are irrevocable for the latest of the following: 180 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved, whichever is later. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

4.8 Revisions to the IFB

- 4.8.1 All revisions to the IFB before the due date for Bids will be published in an addendum to the IFB and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It is the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.
- 4.8.2 Bidders shall acknowledge in the Bid the receipt of all addenda to this IFB issued before the Bid due date.
- 4.8.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

4.9 Cancellations

- 4.9.1 This IFB may be cancelled as provided in COMAR 21.06.02.02
- 4.9.2 The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.
- 4.9.3 In the event a government entity proposes and receives the recommendation for award, this procurement may be canceled, and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.9.4 If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.10 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or performing any other activities related to submitting a Bid in response to this solicitation.

4.11 Protest/Disputes

Any protest or claim related to this IFB, or the Contract award hereunder shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.12 Bidder Responsibilities

- 4.12.1 A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 4.12.2 If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified using Attachment D or Attachment E as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix or Appendices to this IFB (see "Appendix 4 - MBE Participation Goal" and "Appendix 5 - VSBE Participation Goal"). - N/A

- 4.12.3 If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g., insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.12.4 A parental guarantee of the performance of the Bidder under this section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. Instead, the Bidder's responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.13 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Bidder, if selected for award, is deemed to have accepted the terms and conditions of this IFB and the Contract, attached hereto as **Exhibit 2 – Sample Contract**. Any questions or exceptions to this IFB or the Contract must be submitted by the "Questions Due Date and Time" prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

4.14 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.15 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://egov.maryland.gov/BusinessExpress/>.

It is strongly recommended that any potential Bidder complete registration prior to the Bid due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise responsive successful Bidder from final consideration and recommendation for Contract award.

4.16 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device;
- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under this section.

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.

4.17 Confidentiality of Bids / Public Information Act Notice

The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers to contain confidential and/or 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, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case, before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material designated as confidential shall accompany the Bid and shall be readily separable from the Bid to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure. Nondisclosure is permissible only if approved by the Office of the Attorney General.

4.18 Use of Bidder's Form Not Binding on State

The Bidder may not substitute, modify, or provide any other document in lieu of the documents provided with this Bid. Only those forms and documents provided with this solicitation and by the Procurement Officer will be considered acceptable as bid submission.

4.19 Attachments and Documents Required with the Bid (Table A)

A Bidder shall include the following Attachments with its Bid as a single Bid Package:

Attachments A through C = Bid will be rejected if the required Attachment is not submitted or is incomplete.

Attachments D through R = Bid may be rejected if the required Attachment is not submitted or is incomplete.

TABLE A - Attachments and Documents Required with the Bid

Attachment	Attachment Name
A	Bid/Proposal Affidavit A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf
B	The Price Form (as specified within eMMA) <u>Do not alter this Price Form</u> or the Bid may be determined to be not responsive. The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form. (See Appendix 2 for specific Price Form Instructions.)
C	Bid Bond N/A
D	MBE Forms D-1A N/A
E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A N/A
F	Bidder Information Sheet https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Officer-Information-Sheet.pdf
G	Maryland Living Wage Requirements Affidavit of Agreement (for Services and Facilities Maintenance Contracts - See Appendix 6 for Details) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf
H	Federal Funds Attachments N/A
I	Conflict of Interest Affidavit and Disclosure https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf <i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.</i>
J	Mercury Affidavit

TABLE A - Attachments and Documents Required with the Bid

Attachment	Attachment Name
	https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-J.-Mercury-Affidavit.pdf
K	Location of the Performance of Services Disclosure https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-K.-Location-of-the-Performance-of-Services-Disclosure.pdf
L	Reference Checks (Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past (five years)) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-L.-Reference-Checks.pdf
M	List of Current or Prior State Contracts https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-M.-List-of-Current-or-Prior-State-Contracts.pdf
N	Legal Action Summary https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-N.-Legal-Action-Summary.pdf
O	Payment of Employee Healthcare Expenses Certification https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf
P	Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-P.-Prime-Contractor-List-of-ALL-Subcontractors.xlsx The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this IFB.

TABLE A - Attachments and Documents Required with the Bid

Attachment	Attachment Name
Q	Labor Resume Form https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-Q.-Labor-Resume-Form.dotx
R	Corporate Diversity Addendum https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf This addendum is required to be submitted with a BID or PROPOSAL when the contract award is estimated to be \$1,000,000 or more. <i>Note: This document is for data collection only.</i>

Additional Required Documents with the Bid

Financial Capability. The Bidder must include in its Bid a commonly accepted method to prove its fiscal integrity.

If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:

- Dun & Bradstreet Number and Rating;
- Standard and Poor's Rating;
- Lines of credit;
- Evidence of a successful financial track record; and
- Evidence of adequate working capital.

Minimum Qualifications Documentation. The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in IFB Section 1. If references are required in IFB Section 1, those references shall be included in **Attachment L. Reference Checks**.

Acknowledgement of all addenda to this IFB.

4.20 Bid Delivery Instructions

Each Bidder shall submit its Bid Package as specified below.

Bids shall only be accepted via the State's internet-based electronic procurement system, eMMA.

Bidders shall provide their Bids in one submission through eMMA following the Quick Reference Guides (QRG) labeled “**4 - eMMA QRG Responding to Solicitations (IFB)**” for single envelope submissions.

4.21 Bid Evaluation Criteria and Award Basis

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.05.02.13. All Bids will be ranked from the lowest (most favorable) to the highest (least favorable) price based on the Total Bid Price as submitted in its Bid.

A Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable Bid Price or most favorable evaluated Bid Price for providing the goods and services as specified in this IFB.

Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any approvals of the Contract required by law or regulation.

4.22 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

4.23 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. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Bidder;
- B. The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations, is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. 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 resident businesses.

4.24 Small Business Preference

When a procurement under COMAR 21.05.02 has been designated for a small business preference, the procurement officer shall accept the most favorable responsive bid from a responsible small business if the bid does not exceed the most favorable responsive bid price received from a responsible bidder that is not certified as a small business by:

- (a) More than 5 percent;

- (b) More than 7 percent for a veteran-owned small business;
- (c) More than 8 percent for a disabled-veteran-owned small business; or
- (d) The predetermined percentage preference.

4.25 Documents Required upon Notice of Recommendation for Contract Award (Table B)

Upon receipt of a notification of recommendation for contract award, along with submitting the signed **Contract (see Exhibit 2 - Sample Contract)**, the following documents shall be completed and submitted by the recommended awardee within ten (10) business days, unless otherwise directed by the Procurement Officer.

Click the link to download each required Attachment in the **Table B** below:

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B N/A
E	VSBE Forms E-1B, E-2, E-3 N/A
S	Non-Disclosure Agreement (Contractor) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf
T	HIPAA Business Associate Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-T.-HIPAA-Business-Associate-Agreement.pdf
U	Contract Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf

V	DHS Hiring Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-V.-DHS-Hiring-Agreement.pdf
W	Performance Bond N/A
X	Payment Bond N/A
Y	Data Use Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement.pdf

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5 IFB Appendices and Exhibits

The Appendices and Exhibits listed below in Tables C and D are reference documents as needed to assist the bidders in preparing their bids in response to this solicitation. If a specific Appendix or Exhibit is not required for this solicitation, it is listed in the tables as “Not applicable” or “N/A”.

5.1 Appendices (Table C)

TABLE C - APPENDICES	
Appendix #	Appendix Name
1	Abbreviations and Definitions
2	Price Form Instructions
3	Labor Categories
4	MBE Participation Goal- N/A
5	VSBE Participation Goal- N/A
6	Living Wage Requirements
7	Bonds-N/A
8	DJS Policies and Procedures
9	Dental Clinic Log
10	Monthly Invoice Sample
11	Dental Encounter & Order Form

12	DJS Dental Classification/ Triage System
13	Dental Instrument Count Sheet

5.2 Exhibits (Table D)

TABLE D - Exhibits

Exhibit #	Exhibit Name
1	MBE, VSBE, and SBR Research Factors Template
2	Sample Contract