



STATE OF MARYLAND

HEALTH CARE FINANCING & MEDICAID ADMINISTRATION

**OFFICE OF LONG TERM SERVICES AND SUPPORTS
(OLTSS)**

INVITATION FOR BIDS (IFB)

MEDICAL ADULT DAY CARE PRIVATE PAY SUBSIDY

IFB NUMBER OCMP-26-25569

EMMA # BPM058856

ISSUE DATE: SEPTEMBER 22, 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

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

KEY INFORMATION SUMMARY SHEET (KISS)

Invitation for Bids	Services - Medical Adult Day Care Private Pay Subsidy
Solicitation Number:	OCMP-26-25569
IFB Issue Date:	09/22/2026
IFB Issuing Office:	Maryland Department of Health - Office of Long Term Services and Supports (OLTSS or the "Department")
Procurement Officer:	Amanda Williams 201 W. Preston Street 4 th Floor Baltimore MD 21201
Email:	amanda.williams1@maryland.gov
Phone Number:	667-379-2359
Bids are to be sent to:	Submit on https://emma.maryland.gov/ under Solicitation Number BPM058856 / OCMP-26-25569 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:	Monday, October 5, 2026, at 11:00am Local Time, to be held virtually via the link below: meet.google.com/ucn-zymh-svn Or to join by phone please call (US) +1 402-989-0103 and follow the prompts to enter PIN: 727-437-170# See Section 4.3 for additional details. See Attachment 2 to RSVP by Thursday, October 1, 2026, at 2:00 PM Local Time, Feel free to contact amanda.williams1@maryland.gov with questions or to RSVP. Please return the Attachment 2 form to amanda.williams1@maryland.gov .
Scheduled Site Visit	N/A

Questions Due Date and Time:	Questions should be sent to Amanda Williams via email to amanda.williams1@maryland.gov no later than Tuesday, October 13, 2026, at 2:00pm Local Time
Bid Due (Closing) Date and Time:	Thursday, October 22, 2026, at 2:00 pm 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).
Public Bid Opening Date, Time, and Location	Thursday, October 22, 2026, at 3:00 pm Local Time, to be held virtually via the link below: meet.google.com/qwd-usbh-ioh Or to join by phone please call (US) +1 – 478-292-3641 and follow the prompts to enter PIN: 769-252-307#
MBE or DBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) subcontract participation goal of <u>5</u> percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement.
VSBE Subcontracting Goal:	This solicitation includes a VSBE participation Goal of <u>0</u> %
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:	Indefinite quantity contract with firm fixed unit prices as defined in COMAR 21.06.03.06.A(2) (indefinite quantity) and 21.06.03.02.A(1) & (2) (fixed price and firm fixed price).
Contract Duration:	Three (3) Base Year with Two (2), (1) one-year option period.

MEDICAL ADULT DAY CARE PRIVATE PAY SUBSIDY**IFB Document****Solicitation #: OCMP-26-25569**

Primary Place of Performance:	As proposed by the Bidder.
SBR Designation:	No
Federal Funding:	No

Table of Contents - IFB

1	Minimum Qualifications	7
1.1	Bidder Minimum Qualifications	7
2	Contractor Requirements: Scope of Work	8
2.1	Summary Statement	8
2.2	Background and Purpose	8
2.2.1	Project Goals	10
2.2.2	State Staff and Roles	10
2.2.3	Other State Responsibilities	10
2.3	Contractor Responsibilities and Tasks	11
2.4	Supplemental Category of Work Requirements and Responsibilities	13
3	Standard Terms and Conditions	14
3.1	Contract Initiation Requirements	14
3.2	End of Contract Transition	14
3.3	Invoicing	14
3.3.1	Invoice Submission Schedule	15
3.3.2	Travel Reimbursement	15
3.4	Liquidated Damages	16
3.4.1	MBE Liquidated Damages	16
3.4.2	Liquidated Damages other than MBE	16
3.4.3	Problem Escalation Procedure	16
3.5	Work Orders	16
3.6	Payments by Electronic Funds Transfer	16
3.7	Prompt Payment Policy	17
3.8	Federal Funding Acknowledgement	17
3.9	Conflict of Interest Affidavit and Disclosure	17
3.10	Non-Disclosure Agreement	18
3.10.1	Non-Disclosure Agreement (Bidder/Offeror)	18
3.10.2	Non-Disclosure Agreement (Contractor)	18
3.11	Maryland Healthy Working Families Act Requirements	18
3.12	The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)	18
3.13	Insurance Requirements	18
3.14	Corrective Action Plan	19
4	Bid Submission Information and Instructions	21

Solicitation #: OCMP-26-25569

4.1	eMaryland Marketplace Advantage (eMMA)	21
4.2	Electronic Means	21
4.3	Pre-Bid Conference	21
4.4	Questions	22
4.5	Bid Due (Closing) Date and Time	22
4.6	Receipt, Opening and Recording of Bids	22
4.7	Duration of Bids	23
4.8	Revisions to the IFB	23
4.9	Cancellations	23
4.10	Incurred Expenses	23
4.11	Protest/Disputes	23
4.12	Bidder Responsibilities	24
4.13	Acceptance of Terms and Conditions	24
4.14	Compliance with Laws/Arrearages	24
4.15	Verification of Registration and Tax Payment	25
4.16	False Statements	25
4.17	Confidentiality of Bids / Public Information Act Notice	25
4.18	Use of Bidder's Form Not Binding on State	26
4.19	Attachments and Documents Required with the Bid (Table A)	26
4.20	Bid Delivery Instructions	29
4.21	Bid Evaluation Criteria and Award Basis	29
4.22	Tie Bids	30
4.23	Reciprocal Preference	30
4.24	Small Business Preference	31
4.25	Documents Required upon Notice of Recommendation for Contract Award (Table B)	31
5	IFB Appendices and Exhibits	33
5.1	Appendices (Table C)	33
5.2	Exhibits (Table D)	34

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 an existing Medical Adult Day Care Center and at least three (3) years of experience in Medical Adult Day Care services as outlined in COMAR 10.09.07
- B. The Bidder shall be licensed to operate the Center in the state of Maryland through the Office of Health Care Quality (OHCQ). Required Documentation: The Bidder shall provide its Bid with its current license or good standing letter from OHCQ.
- C. The Bidder shall provide with its Bid "Attachment L Reference Checks" with one or more references filled out attesting to their experience as stated in item (A) listed above.
- D. Only the zip code areas shown both in **Table 2.1** and on the Bid Form are available for bid. The Bidder must provide service to any current program Participants as of the Go-Live date of this IFB, if desired by the participant. The Bidder must be able to provide transportation to and from the Center for any of those participants that request it. A participant may not be in transit for more than one hour without an opportunity for a rest stop. The Bidder may bid on more than one area, provided that these service conditions are met.
- E. Bidder must be willing to provide service to individuals who cannot pay the full cost of care and pay based on the Ability to Pay Schedule approved by the Secretary of the Maryland Department of Health for the current fiscal year.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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”): This IFB is issued to provide a range of health and human services through days of service from licensed Medical Adult Day Care Centers, to functionally impaired elderly individuals aged 55 and older who are at risk of institutional placement if their health and social needs are not met. These services are designed to assist individuals to remain at home and in their communities.

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 This IFB will have up to eight (8) awards to serve current program participants in the counties listed below, in **Table 2.1**. Average service levels per month during Fiscal Year 2026 are shown. **Please note: the number of participants are subject to change and are not guaranteed under the contract (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 State is issuing this Invitation for Bids to provide a range of health and human services to functionally impaired elderly individuals who are unable to be employed and are at risk of institutional placement if their health and social needs are not met. These services are designed to assist individuals to remain at home and in their communities. Medical Adult Day Care services are to be provided to non-Medicaid participants who do not qualify for Maryland Medicaid’s Medical Adult Day Care Waiver program. Participants are Maryland residents aged 55 years or older who have physical or mental impairments, particularly chronic disease and health problems associated with aging, including Alzheimer’s disease and related disorders. Program participants must be recommended for the service by Assessments, Evaluation and Review Services (AERS) in order for the Center to bill for their days of service and obtain the fee subsidy. These participants are unable to pay the full cost of care, and they pay for services based on the Ability to Pay Schedule approved by the Secretary of the Maryland Department of Health for the current fiscal year. Average service levels per month during Fiscal Year 2026 (July 1, 2025, through June 30, 2026) are shown in **Table 2.1** below. **Please note:** The amounts listed are subject to change, based on factors such as the amount of available fiscal year funding or the daily rate for an Actual Day of Service (ADoS), and are not guaranteed under the Contract.

Table 2.1 Average Monthly Service Levels

County	Zip Code	Avg # of Participants attending per month - FY26	Avg # of Days of Service provided per month - FY26
Anne Arundel	21108-1536	12	141
Frederick	21702-2824	13	121
Howard	21044-1945	8	135
Montgomery	20910-2701	7	90
Montgomery	20832-1515	7	127
Prince George's	20774-2122	21	163
St. Mary's	20636-2709	7	96
Wicomico	21801-7828	11	144

AERS (Assessments, Evaluation and Review Services) unit staff perform an evaluation to determine the need for Medical Adult Day Care Services and recommend the service, if it is in fact needed.

Note: Participants who are community Medicaid eligible and determined to need a nursing facility level of care are not eligible for the fee subsidy and should access day care services through one of the 1915(c) waivers.

The AERS evaluation for nursing facility level of care must be conducted annually for Program participants eligible for Medicaid. Copies of the AERS evaluations and recommendations must be maintained in the participant's record.

It is important to note that the Office of Long-Term Services and Supports (OLTSS) provides funding through this contract for only a portion of the cost of providing these services. Participants served under this contract are assessed as co-payment based on their ability to pay, referencing MDH's current fiscal year ability to pay schedule. This schedule is updated annually at the start of each fiscal year on July 1 and must be adequately documented on a fee assessment form of the Center's design. Directors have the authority to waive or reduce fees on a case-by-case basis, if warranted. Vendors must also seek other sources of funding, such as food subsidies, United Way, charitable donations, etc. Some vendors rely heavily on donations of supplies and other material from the families of participants or interested supporters of the community.

The vendor must make up the difference between what they receive from OLTSS, the participant, and other sources. Vendors in this program contract to provide these services because it is their mission to provide services to individuals at all income levels, which is critically important since most centers in the State do not service individuals who cannot pay the full cost of care. These

vendors must be extremely creative in finding methods to reduce their costs in order to be able to participate in the OLTSS program.

The amount of funding available through this Contract is only expected to allow for services to current program participants as of the Go-Live date. Participants currently receiving services must receive service under the new Contract(s) resulting from this IFB, if desired by the participant. Bidders must be willing to provide transportation, to and from the Center to current participants who request the service. A participant may not be in transit for more than one hour without an opportunity for a rest stop. The Bidder may bid on more than one area, provided that these service conditions are met.

2.2.1 Project Goals

- 2.2.1.1 Provide Actual Days of Service for any eligible participant receiving service as of 03/31/2027, to meet the days requested by the participant, up to the maximum number of days per week as determined by AERS in the participant plan of care.
- 2.2.1.2 For the provision of the Actual Days of Service, safely transport any eligible participant requesting transportation to and from the Center.
- 2.2.1.3 After the days of service required by current participants as of 03/31/2027 are met, if funding allows, provide ADoS to any new eligible participants that have received an AERS recommendation for a nursing home level of care with a recommended number of days of service documented in their plan of care.

2.2.2 State Staff and Roles

The State will provide the following in the facilitation of the Contract throughout its duration.

- A. The Contract Monitor is the State representative for this Contract and is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- B. The Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time with written notice to the Contractor.

2.2.3 Other State Responsibilities

The State will provide information reasonably necessary for the Contractor performance under the Contract.

2.3 Contractor Responsibilities and Tasks

A. General Requirements

The Contractor shall:

1. Provide Actual Days of Service (ADoS) to program participants, meaning that medical adult daycare services are provided to participants while the participant is present at the Center for a minimum of four (4) hours. The awarded daily rate is a fully loaded price that includes all costs/expenses associated with the provision of services as required by this Contract (this will be submitted in **Attachment B Medical Adult Day Care Private Pay Subsidy Financial Proposal # OCMP-26-25569.**) The price shall include, but is not limited to, labor, profit/overhead, general operating, and any and all other expenses. Payment will be based on the total ADoS provided by the Contractor on each monthly invoice, as supported by accompanying participant attendance detail. No other amount will be paid to the Contractor.
2. Perform duties to provide an ADoS as detailed in COMAR 10.09.07.05.
3. Maintain Participant attendance records in accordance with COMAR 10.12.04.26.
4. Comply with all requirements and duties, as set forth in the Appendices.
5. Meet with OLTSS staff upon request to discuss policies and procedures for fulfilling the Contract requirements
6. Use its best efforts to provide all ADoS requested by MDH.
7. The Contractor must ensure that staff adhere to federal and State regulations in the handling of Personally Identifiable Information (PII) and Protected Health Information (PHI) (See **Appendix 1** on page 36 for definitions) when collecting and storing patient records.

B. Staffing

The Contractor shall:

1. Ensure staff or personnel read and comply with COMAR 10.09.36 and COMAR 10.09.07.
2. Provide a staff that includes the following positions:
 - a. Program Director
 - b. Licensed Registered Nurse
 - c. Activities Coordinator
 - d. Licensed Medical Director
 - e. Licensed Social Worker
3. Provide documentation for licensing and certifications of the staff positions listed in item (B) above as required.

C. Resource Allocation

The Contractor shall:

1. Utilize other funding sources when available to meet the full cost of providing ADoS. The other funding sources may include but are not limited to charitable contributions, private insurance, other government programs, and other third-party income.
2. Submit a monthly invoice in accordance with **Section 3.3** of this Contract, along with a list of Participants served, by the 10th of the month following the delivery of the service.
3. The number of days of service during each Contract year could increase or decrease based on the needs of the State. The Bid Form for this IFB is calculated to reflect the average number of days of service from fiscal year 2026 on an annual basis. The State does not guarantee a minimum number of days annually throughout the duration of the Contract.
4. Provide a copy of the assigned Federal Employee Identification Number (FEIN).

D. Reports

The Contractor shall adhere to the schedule of reports/documents as listed in Table 2.2 below:

<u>Report</u>	<u>Due Date</u>
1. Monthly Invoice for Payment	10th of the month following the delivery of service
2. Monthly Client List	10th of the month following the delivery of service (accompanying the invoice)
3. Quarterly Statistical Report Form	10th of the month following the end of the quarter
4. Quarterly Attendance Records	10th of the month following the end of the quarter
5. Adult Evaluation and Review Assessments and Plans of Care	Maintain in patient's records
6. Comprehensive Assessments	Maintain participant's record, and update as required

7. Participant's Centered Plan of Care	Maintain participant's record, and update as required
8. Annual MDH 3423 – Health Care Utilization Review (Rev. 4/95 Appendix 3)	Perform in December for the current calendar year; maintain in participant's record and have available upon request
9. Annual MDH 3223 – Periodic Health Record Audit (Rev. 4/95 Appendix 4)	Perform in December for the current calendar year; maintain in participant's record and have available upon request

2.4 Supplemental Category of Work Requirements and Responsibilities

Please see the attached Appendix 8 - Professional Services Supplemental on page 44 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

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. Invoices for Days of Service provided to grant participants shall be submitted the 10th day of the month following the delivery of service.
- B. A signed invoice cover page on Center letterhead must contain the information listed in **Section 3.3**
- C. A supporting participant list page will be submitted with the invoice cover page, to include the following information to support the days of service being invoiced:
 1. Name of grant participant attending the Center for any day during the month being invoiced.
 2. The approved Days of Service per week for each participant listed.
 3. Columns to the right of the participant names, numbered for each of the days of the month being invoiced.
 4. Rows beneath each participant name, to document “Time In” and “Time Out” to show the participant’s time spent at the Center during each day of attendance. Days with at least four hours should be marked as a billable Day of Service
 5. A column to the far right of the page marked “Total DoS Per Participant” in which the total Days of Service being billed for each participant is listed. This represents the total number of days for which that participant spent at least four hours at the Center.
 6. A row at the bottom of the page marked “Total DoS Per Day” totals the number of Days of Service being billed for each day of the month.
 7. The matching total of the “Total DoS Per Participant” column and the “Total DoS Per Day” row must be clearly shown on the supporting page.
 8. A name, position, and signature of a Center staff member as an attestation to the accuracy of the participant attendance data shown on the invoice.

3.3.2 Travel Reimbursement

Travel will not be reimbursed under this IFB.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in **Exhibit 2 – Sample Contract**.

3.4.2 Liquidated Damages other than MBE

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

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 persons 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:

<https://marylandcomptroller.jotform.com/team/public/GADX10>

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/promptpaymentfaq.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 that 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)

A Non-Disclosure Agreement (Bidder/Offeror) is not required for this procurement.

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 two million dollars (\$2,000,000) 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.
 - D. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 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 Corrective Action Plan

- A. MDH may issue a request for a CAP to address Contractor performance issues. If any Contractor requirements as described in the IFB or Contract are not satisfactorily performed, in the determination of the Contract Monitor, the Contractor shall submit a CAP upon request, describing all actions it will take to ensure that the impacted requirements will be satisfied thereafter. This CAP must be submitted to the Contract Monitor for approval within five (5) days of the Contract Monitor's written request identifying such deficiencies.
- B. The Contractor shall include the following in the CAP:

- a. Background information.
 - b. Problem definition statement.
 - c. Findings and root cause description.
 - d. Corrective actions; and
 - e. Corrective action implementation dates
- C. If the Contract Monitor is not satisfied that the Contractor's proposed CAP will prevent a recurrence of the deficiency(ies), the Contract Monitor will notify the Contractor and require a revised CAP. The revised CAP must be submitted to the Contract Monitor within three (3) days of the Contract Monitor's rejection of the previous CAP.

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 in order 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.

In order 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 effort 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.

Bids may not be submitted via email or facsimile

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: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. 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

Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

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 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**”).
- 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 & D-1A Attachment D. Minority Business Enterprise Additional Forms Attachment D-1A MBE Utilization, Fair Solicitation Affidavit & MBE Participation Schedule IMPORTANT: If this IFB contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A – N/A

TABLE A - Attachments and Documents Required with the Bid

Attachment	Attachment Name
F	Bidder Information Sheet https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-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 Attachment 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 N/A
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

TABLE A - Attachments and Documents Required with the Bid

Attachment	Attachment Name
	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 <u>Attachment P. Prime Contractor List of ALL Subcontractors</u> 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.
Q	Labor Resume Form - N/A
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 <u>\$1,000,000 or more.</u> <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 per zip code location as submitted in its Bid.

Solicitation #: OCMP-26-25569

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.

Up to eight awards will be made to serve current participants in the eight service areas listed in the Bid Form.

The award for this solicitation will be made by geographic location to the responsive and responsible Vendor with the lowest price per zip code location, as determined by the Procurement Officer to be in the best interests of the State of Maryland.

- A. BY Geographic location is defined as one or more of the eight location zip codes listed in **Table 2.1 Average Monthly Service Levels** on page 8. The bidder must bid one or more zip code locations.

Vendor shall submit a bid price based on service description (specification) and unit of measure specified on each line. **For example:**

Unit of Measure (U/M) – Daily Rate

Specification – Medical Adult Day Care Private Pay Subsidy Service Description as referenced in Section 2.3.A.1.

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;

Solicitation #: OCMP-26-25569

- 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 **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 https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
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 – N/A

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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	N/A
4	MBE Participation Goal
5	N/A
6	Living Wage Requirements
7	N/A
8	Professional Services Supplemental

5.2 Exhibits (Table D)

TABLE D - Exhibits	
Exhibit #	Exhibit Name
1	N/A
2	Sample Contract (See Attached)
3	N/A

Appendix 1. Abbreviations and Definitions

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

- A. ADoS (Actual Day of Service) – An actual day of service is the number of days attended by the target population.
- B. AERS (Adult Evaluation and Review Services) – This is a unit of the local Department of Health that evaluates and recommends an individual for services.
- C. Bid/Proposal – The Bidder’s Bid or, as appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- D. Bid Package - The Bidder’s Bid or the Offeror’s Proposal and all required Attachments as identified in IFB **Table A (Attachments and Documents Required with the Bid/Attachments and Documents Required with Proposal)**. Any attachments not required will be labeled “Not Applicable” or “N/A” in Table A.
- E. Bid/Proposal Price Form or Price Form - The Attachment B The Price Form that contains the prices bid by the Bidder or proposed by the Offeror.
- F. Bidder/Offeror – An entity that submits a Bid or Proposal in response to this IFB.
- G. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- H. COMAR – Code of Maryland Regulations available on-line at <https://dsd.maryland.gov/Pages/COMARSearch.aspx>
- I. Contract – The Contract, in the form of **Exhibit 2** hereto, to be awarded to the successful Bidder pursuant to this IFB.
- J. Contract Monitor – The State representative, or their documented designee, for this Contract who is primarily responsible for Contract administration functions, including, but not limited to, issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Contract Monitor may be changed at any time by written notice to the Contractor.
- K. Contractor – The selected Bidder/Offeror awarded a Contract by the State.

Solicitation #: OCMP-26-25569

- L. Contractor Personnel – Employees, agents and subcontractor’s employees and agents performing work for or at the direction of the Contractor under the terms of the Contract.
- M. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- N. eMMA – eMaryland Marketplace Advantage; the State’s eProcurement system.
- O. Firm fixed- price – A fixed price contract that provides a price that is not subject to adjustment because of variations in the contractor's cost.
- P. Fixed-price - A contract which places responsibility on the contractor for the delivery of the product or the complete performance of the services or construction in accordance with the contract terms at a price that may be firm or may be subject to contractually specified adjustments.
- Q. Geographic Location – One of the eight location zip codes listed in **Table 2.1 Average Monthly Service Levels** on page 8.
- R. Indefinite quantity contract – a contract for an indefinite amount of goods or labor to be furnished at specified times, or as ordered, that establishes unit prices of a fixed-price type.
- S. Invitation for Bids (IFB) – This Invitation for Bids issued by the Maryland Department of Health (MDH), with the Solicitation Number and date of issuance indicated in the **Key Information Summary Sheet**, including any amendments and attachments thereto.
- T. Issuing Agency Name – Maryland Department of Health (MDH).
- U. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract.
- V. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- W. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- X. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- Y. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date.

The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

- Z. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- AA. OLTSS – The Office of Long-Term Services and Supports, which is a unit of the Maryland Department of Health.
- BB. Personal Information (PI) or Personally Identifiable Information (PII) – As defined by statute under the State Government Article, Annotated Code of Maryland, Section 10-1301(c):
- 1) “Personal information” means an individual's first name or first initial and last name, personal mark, or unique biometric or genetic print or image, in combination with one or more of the following data elements:
 - i) a Social Security number;
 - ii) a driver's license number, state identification card number, or other individual identification number issued by a unit;
 - iii) a passport number or other identification number issued by the United States government;
 - iv) an Individual Taxpayer Identification Number; or
 - v) a financial or other account number, a credit card number, or a debit card number that, in combination with any required security code, access code, or password, would permit access to an individual's account.
 - 2) “Personal information” does not include a voter registration number.
- CC. Procurement Officer – As defined in COMAR21.01.02.01B.(67) and prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After a Contract award, the Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Procurement Officer may be changed at any time by written notice to the Contractor.
- DD. Program – Adult Daycare Program
- EE. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- FF. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of

Solicitation #: OCMP-26-25569

violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.

- GG. Security or Security Measures – The technology, policy, and procedures that a) protects and b) controls access to networks, systems, and data.
- HH. Sensitive Data - Means PII; PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- II. State – The State of Maryland, including the agency that is issuing this solicitation and executing the awarded contract.
- JJ. Total Bid/Proposal Price - The Bidder’s bid price or evaluated bid price for goods and services in response to this solicitation or the Offeror’s financial proposal price or evaluated financial proposal price, included in **Attachment B – Medical Adult Day Care Private Pay Subsidy Financial Proposal # OCMP-26-25569**.
- KK. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- LL. Work Order – A subset of work authorized by the Contract Monitor performed under the general scope of this IFB, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.

Appendix 2. Price Form Instructions

Each Bidder/Offeror shall submit its response via the Price Form in accordance with the instructions specified herein. **Do not alter the Price Form**; otherwise, the Bid may be determined to be not responsive or the Proposal may be determined to be not reasonably susceptible of being selected for award. If the Price Form contains a signature box, it must be signed and dated by an individual who is authorized to bind the Bidder/Offeror to the prices entered on the Price Form.

Follow these instructions carefully when completing your Price Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB which are proposed to be provided at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every editable field in the Price Form shall be completed. Any changes or corrections made to the Price Form by the Bidder/Offeror prior to submission due date shall be initialed and dated, if required, or submitted as a new Price Form through eMMA. Partial or incomplete Bids/Proposals will be rejected unless otherwise stated in the solicitation.
- F) Except as instructed on the Price Form, nothing shall be entered on or attached to the Price Form that proposes conditions or contingencies on the prices. Conditions may render the Bid not responsive or the Proposal not reasonably susceptible for being selected for award.
- G) It is imperative that the prices included on the Price Form have been entered correctly and calculated accurately by the Bidder/Offeror and that the respective total prices agree with the entries on the Price Form. Any incorrect entries or inaccurate calculations by the Bidder/Offeror will be treated as provided in COMAR 21.05.02.12 and may cause the Bid/Proposal to be rejected.
- H) All pricing, including labor rates, entered in the Price Form must be fully loaded prices that include all costs/expenses associated with the provision of services required by the IFB/RFP. Examples may include all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Price Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, a minimum or maximum number of units or usage in the performance of the Contract is not guaranteed.
- K) Failure to adhere to any of these instructions may result in the Bid being determined not responsive or the Proposal being determined not reasonably susceptible of being selected for award.

Attachment B - Price Form

Complete the Price Form only as provided in the Price Form Instructions. Do not amend, alter or leave blank any items on the Price Form.

Please see separate Attachment B – Medical Adult Day Care Private Pay Subsidy Financial Proposal # OCMP-26-25569.

Submitted by:

Signature of Authorized Representative	Date
Printed Name and Title:	
Telephone:	
Email address:	
Bidder Company Name:	
Bidder Company Address:	
Location(s) from which goods/services will be provided/performed (City/State):	
FEIN:	
eMMA #:	

Appendix 4. MBE Participation Goal

4.1. Establishment of Goal and Subgoals

An overall Minority Business Enterprise (MBE) subcontractor participation goal as identified in the solicitation's Key Information Summary Sheet (KISS) has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any.

Notwithstanding any subgoals established for this procurement, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all the various MBE classifications to meet the remainder of the overall MBE participation goal.

By submitting a response to this solicitation, the Bidder/Offeree acknowledges the overall MBE participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified MBEs, or requests a full or partial waiver of the overall goal and/or subgoals.

If a bidder or offeror fails to complete accurately or submit Attachment D-1A, MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, an agency's procurement officer, after consultation with the agency's minority business liaison, shall notify the bidder or offeror of the deficiency and require the bidder or offeror to submit an amended MBE Utilization and Fair Solicitation Affidavit, MBE Participation Schedule, or both within three business days.

If, within three business days, the bidder or offeror fails to submit the amended form or forms correcting the deficiency identified, the procurement officer may determine, in the case of a bid, that the bid is not responsive or, in the case of a proposal, that the proposal is not reasonably susceptible of being selected for award.

A Bidder or Offeror must accurately complete and submit a separate Attachment D-1A, MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, for EACH Functional Area (I and II), if applicable, for which it is submitting a bid or proposal. If a Bidder or Offeror is submitting a bid or proposal for each of Functional Area I and II, the Bidder or Offeror must submit two separate Attachment D-1As, one for each of the two Functional Areas.

A Bidder or Offeror that does not commit to meeting the entire MBE participation goal outlined in the solicitation must select and request a waiver with its bid or proposal submission (see Attachment D for waiver forms).

4.2. Attachments

- a) D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:
 1. Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Bid/Proposal) (See Appendix 4A for instructions to complete this form)
 2. Attachment D-1B Waiver Guidance
 3. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
 4. Attachment D-2 Outreach Efforts Compliance Statement

Solicitation #: OCMP-26-25569

5. Attachment D-3A MBE Subcontractor Project Participation Certification
6. Attachment D-3B MBE Prime Project Participation Certification
7. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
8. Attachment D-4B MBE Prime Contractor Report
9. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report

The Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:

1. The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
2. The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
3. The Bidder/Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

Bidders/Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offerors must provide the following documentation to the Procurement Officer:

- a) Outreach Efforts Compliance Statement (**Attachment D-2**);
- b) MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
- c) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
- d) A recommended awardee that requested a waiver of the goal or any of the applicable subgoals (in whole or in part) will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation, within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

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

A current directory of certified MBEs is available in the State MBE Directory.

All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Exhibit 2 – Sample Contract).

As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. (e.g., if the contract has a 5% MBE goal, the prime contractor can self-perform up to 2.5% of the goal)

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (Attachment D) for additional information.

4.3. Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Key Information Summary Sheet**), the Contractor shall:

- a) Submit the following reports to the Contract Monitor and the MBE Liaison Officer:
 - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) Certified MBE subcontractors are required to submit to the procurement agency a report for each month during which the MBE performs work or receives payment under the contract. Monthly payment reporting requirements do not apply when the MBE subcontractor is not actively engaged in its designated phase of work, has completed its contractual work, or has no outstanding invoices to be paid; and
 - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) to the Contract Monitor and the MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar

value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

- d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- e) Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Appendix 6. Living Wage Requirements for Services & Facilities Maintenance Contracts

The resulting Contract for this procurement has been determined to be a Tier 1 Contract.

I. The following Living Wage Requirements apply to the resulting Contract:

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or file a request to the Commissioner of Labor and Industry for a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment G. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment G) with their Bid/Proposal**. If the Bidder/Offeror fails to complete and submit the required documentation, the State may determine the Bidder/Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area or the State or County minimum wage, whichever is higher. The applicable Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
 - 1) The **Tier 1 Area** includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City.
 - 2) The **Tier 2 Area** includes any county in the State not included in the Tier 1 Area.

(NOTE: State law requires that contractors and subcontractors pay at least the higher of the State or local minimum wage or the minimum Living wage rate whichever is higher.)

- 3) (a) In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.
- (b) If the Contractor provides more than 50% of the services from an out-of-State location, the head of the unit responsible for a State contract will determine the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

- E. The Contract will be determined to be a **Tier 1 Contract** or a **Tier 2 Contract** depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
1. If the Contractor provides 50% or more of the services from a location(s) in a **Tier 1** jurisdiction(s), the Contract will be a **Tier 1 Contract**.
 2. If the Contractor provides 50% or more of the services from a location(s) in a **Tier 2** jurisdiction(s), the Contract will be a **Tier 2 Contract**.
- F. The Bidder/Offeror shall identify in the Bid/Proposal the location where services will be provided.
- G. **NOTE: The Living Wage may change annually, however, the Contract price will not change due to a change in the Living Wage rate or a change in the State minimum wage. The Contractor shall be responsible for any wage/rate increase during the term of the Contract and such increase may not be passed on to the State.**

See Attachment G. Maryland Living Wage Requirements Affidavit of Agreement to complete the Affidavit and submit with the Bid or Proposal.

II. Other Living Wage Requirements:

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage: if the employee spends at least one-half of the employee's time during any workweek on the contract for services; if he/she is at least 18 years old or will turn 18 during the duration of the contract; if the employee works at least 13 consecutive weeks on the State Contract and during that period works full time
- B. The Living Wage Law does not apply to:
- (1) A contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work on a contract that is not covered by the Living Wage Law.
 - (3) Service contracts for the following:

- (a) Services with a public service company;
 - (b) Services with a nonprofit organization;
 - (c) Services between units in the Executive Branch of the State government; or
 - (d) Services between a unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A contractor is prohibited from splitting or subdividing a State contract for services, paying an employee through a third party, or treating an employee as an independent Contractor or assigning work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. A contractor or subcontractor subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <https://www.dlir.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Appendix 8. Professional Services Supplemental

This supplemental contains additional requirements under Section 2 of the solicitation.

1. Security Requirements

The following requirements are applicable to the Contract:

1.1. Employee Identification

1.1.1 Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.

1.1.2 Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.

1.1.3 Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.

1.1.4 The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

1.2. Security Clearance / Criminal Background Check

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.

A security clearance is not required for Contractor Personnel.

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

1.3. On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS IFB.

2. Department of Human Services (DHS) Hiring Agreement

All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder/Offeror will be required to complete a DHS Hiring Agreement. A copy of this Agreement is included as **Attachment V**. This Agreement must be provided within five (5) Business Days of notification of recommended award.

3. Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder/Offeror to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

4. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

5. HIPAA - Business Associate Agreement

In the event the State determines that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **Attachment T**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder/Offeror with the next highest overall-ranked Bid.

6. Data Use Agreement

THIS SECTION IS INAPPLICABLE TO THIS IFB.

7. Information Technology Security

A. Security Incident Response

1. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data by:
 - a) notify the State within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor;
 - b) provide written notice to the State within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State requests concerning such unauthorized use or disclosure.
2. Contractor's notice shall identify:
 - a) the nature of the unauthorized use or disclosure;

- b) the State data used or disclosed,
 - c) who made the unauthorized use or received the unauthorized disclosure;
 - d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- 3. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract. The Contractor shall obtain approval from the State prior to communicating with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise.
- 4. The Contractor shall comply with all applicable system security breach laws.
- 5. Protection of data and personal privacy shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions monitoring the data and ensuring that unauthorized personnel do not have access to this information.