



STATE OF MARYLAND

**DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL
SERVICES (DPSCS)**

REQUEST FOR PROPOSALS (RFP)

**SUBSTANCE USE DISORDER TREATMENT SERVICES
(SUDTS) IN DOC FACILITIES (STATEWIDE)**

RFP NUMBER BPM055259

ISSUE DATE: OCTOBER 2, 2026

A Prospective Offeror 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 OFFERORS

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

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
(DPSCS)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services - Substance Use Disorder Treatment Services in DOC Facilities (Statewide)
Solicitation Number:	BPM055259
RFP Issue Date:	October 2, 2026
RFP Issuing Office:	Department of Public Safety and Correctional Services (DPSCS or the "Department")
Procurement Officer:	Dawn Becker 6776 Reisterstown Road, Room 211 Baltimore, MD 21215
Email:	Dawn.becker@maryland.gov
Phone Number:	667-425-9204
Proposals are to be sent to:	Submit on emma.maryland.gov under Solicitation Number BPM055259. To submit a proposal, Offerors must first register on emma.maryland.gov. We recommend registering in advance to become acquainted with the site.
No Bid/Proposal Notice Feedback Form	If you are not submitting a proposal for this solicitation, please submit Attachment 1 with your reasons why.
Pre-Proposal Conference:	October 16, 2026 at 2:00 pm Local Time. The Pre-Proposal conference will be virtual, email the Procurement Officer the below information to receive a meeting link: 1. Company Name 2. Representative Name 3. Indicate if you are interested as a Prime or Sub See Section 4.3 for additional details. See Attachment 2 to RSVP by October 15, 2026 by 12:00 (Noon) Local Time.

Scheduled Site Visit	October 16, 2026 at 9:30 am – 12:00 pm Local Time. Site visit Location: Beginning at Maryland Correctional Institution for Women located at 7943 Brockbridge Road, Jessup, MD 20794 and then moving to Jessup Correctional Institution, located at 7805 House of Correction Road, Jessup, MD 20794. At MCI-W, parking is on-site at the facility in designated parking areas near the visitor entrance. Upon arrival at JCI, follow the driveway and signage to the designated visitor parking area before going to the security screening entry. To attend the site visit, please see Attachment 2-A to RSVP no later than October 12, 2026 at 2:00 PM Local Time. Please see Exhibit 25, OPS.110.0033 Entrance Procedures for additional information.
Questions Due Date and Time:	October 23, 2026 at 2:00 pm Local Time
Proposal Due (Closing) Date and Time:	November 12, 2026 at 2:00 pm Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid/proposal decision is made (see Attachment 1 - No Bid Notice/Vendor Feedback Form).
MBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) subcontract participation goal of 8% percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. No sub goals have been established. Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 4 for information about the MBE or DBE program and goals.
VSBE Subcontracting Goal:	This solicitation includes a VSBE participation Goal of 1%. Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 5 for information about the VSBE program and goals.
Procurement Method:	A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.
Multiple or Alternate Bids:	Multiple or alternate Proposals will not be accepted.

SUDTS - DOC**Solicitation #: BPM055259****RFP Document**

Contract Type:	Indefinite quantity with fixed unit prices in accordance with COMAR 21.06.03.03.A(2).
Contract Duration:	Three (3) year and 3 months' base period with two (2), 2- year option periods.
Primary Place of Performance:	Statewide
SBR Designation:	No
Federal Funding:	No

TABLE OF CONTENTS – RFP

1	Minimum Qualifications.....	9
1.1	Offeror Minimum Qualifications.....	9
2	Contractor Requirements: Scope of Work	10
2.1	Summary Statement.....	10
2.2	Background and Purpose	10
2.3	Roles and Responsibilities.....	11
2.4	Contractor On-Site Responsibilities, Service Delivery and Workflow	12
2.4.1	General Responsibilities	12
2.4.2	Substance use Disorder Screening and Assessments.....	13
A.	Scope of Services	13
B.	General Responsibilities	13
2.4.3	MOUD Counseling Workflow and Timeframes	16
2.4.4	MOUD Screening and Assessment Requirements	16
2.4.5	MOUD Core Counseling Service Requirements.....	17
2.4.6	Voluntary Group Counseling (When Operationally Feasible)	17
2.4.7	Refusals and Re-engagement.....	18
2.4.8	Coordination of Care and Reentry Planning.....	18
2.4.9	ASAM Level 2.1 Intensive Outpatient Treatment Services (IOP)	19
2.5	Contractor Administrative Responsibilities.....	23
2.5.1	Regulatory Compliance, Accreditation, and Risk Management	23
2.5.2	Investigations and Follow-Up of Grievances, Administrative Remedy Procedures (ARP) Complaints, and other Complaints.....	23
2.5.3	Deliverables and Reporting	24
2.5.4	Staffing Requirements	28
2.5.5	Staff Orientation and Training.....	31
2.5.6	Quality Assurance and Department Oversight	34
2.5.7	Meetings	35
2.5.8	Identification, Equipment, Logins, and Access	35
2.6	Experience and Personnel.....	38
2.6.1	Preferred Offeror Experience	38

2.6.2	Required Minimum Personnel Experience.....	38
2.6.3	Key Personnel Identified	40
2.6.4	Contractor Personnel Maintain Certifications	41
2.6.5	Work Hours	41
2.7	Substitution of Personnel.....	41
2.7.1	Continuous Performance of Key Personnel.....	41
2.7.2	Definitions	42
2.7.3	Contractor Personnel General Substitution Provisions.....	42
2.7.4	Replacement Circumstances	42
2.8	Supplemental Category of Work Requirements and Responsibilities.....	44
3	Standard Terms and Conditions.....	46
3.1	Contract Initiation Requirements.....	46
3.2	End of Contract Transition	46
3.3	Invoicing.....	48
3.3.1	Invoice Submission Schedule.....	49
3.3.2	Labor Hour/Time and Materials Invoicing.....	49
3.3.3	Travel Reimbursement	50
3.4	Liquidated Damages	50
3.4.1	MBE Liquidated Damages	50
3.4.2	Liquidated Damages other than MBE	50
3.5	Problem Escalation Procedure.....	51
3.6	Work Orders	52
3.7	Payments by Electronic Funds Transfer	52
3.8	Prompt Payment Policy	52
3.9	Federal Funding Acknowledgement.....	52
3.10	Conflict of Interest Affidavit and Disclosure	52
3.11	Non-Disclosure Agreement	53
3.11.1	Non-Disclosure Agreement (Bidder/Offeror)	53
3.11.2	Non-Disclosure Agreement (Contractor)	53
3.12	Maryland Healthy Working Families Act Requirements	53
3.13	The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)	53

3.14	Insurance Requirements	53
3.15	Non-Compete Clause Prohibition.....	54
4	Proposal Submission Information and Instructions.....	56
4.1	eMaryland Marketplace Advantage (eMMA)	56
4.2	Electronic Means	56
4.3	Pre-Proposal Conference	56
4.4	Questions	57
4.5	Proposal Due (Closing) Date and Time.....	57
4.6	Economy of Preparation	57
4.7	Public Information Act Notice	57
4.8	Oral Presentation	58
4.9	Duration of Proposals	58
4.10	Revisions to the RFP	58
4.11	Cancellations	58
4.12	Incurred Expenses	59
4.13	Protest/Disputes.....	59
4.14	Offeror Responsibilities.....	59
4.15	Acceptance of Terms and Conditions.....	59
4.16	Compliance with Laws/Arrearages	59
4.17	Verification of Registration and Tax Payment	60
4.18	False Statements	60
5	Proposal Format.....	61
5.1	Two Part Submission.....	61
5.2	Proposal Delivery and Packaging.....	61
5.2.1	Two Part (Double Envelope) Submission:	61
5.3	Volume I - Technical Proposal.....	61
5.4	Volume II – Financial Proposal.....	71
6	Evaluation and Selection Process.....	72
6.1	Evaluation Committee	72
6.2	Technical Proposal Evaluation Criteria	72
6.3	Financial Proposal Evaluation Criteria.....	72

6.4	Reciprocal Preference.....	72
6.5	Selection Procedures.....	73
6.5.1	General	73
6.5.2	Selection Process Sequence.....	73
6.5.3	Award Determination	74
6.6	Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B).....	74
7	RFP Appendices and Exhibits.....	76
7.1	Appendices (Table C).....	76
7.2	Exhibits (Table D)	77

1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

The Offeror shall meet the following minimum experience requirement:

The Offeror must have at least three (3) years of experience within the past five (5) years in providing Substance Use Disorder Counseling and related treatment services, of comparable size, scope and complexity. The legal entity that is the Offeror must demonstrate this experience. Experience of individual personnel of the Offeror, parent, subsidiary, affiliate, or subcontractor shall not count towards meeting the required three (3) years of experience. This experience must be under the Offeror's legal company name under which the proposal is submitted.

A. Required Documentation: The Offeror shall provide with its proposal “Attachment L. Reference Checks” with one or more references filled out.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

2 Contractor Requirements: Scope of Work

2.1 Summary Statement

This Request for Proposals (RFP) is issued to procure the goods or services, as specified in this Section 2, from a contract between the selected Offeror and the State of Maryland (“State”) to provide Substance Use Disorder (SUD) Treatment Services, including SUD Screening and Assessments, Medication for Opioid Use Disorder (MOUD) counseling, ASAM Level 2.1 Intensive Outpatient Treatment Programs (IOP), and related clinical and re-entry services, within the Department’s Division of Correction (DOC) facilities state-wide.

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

This will result in a single award, indefinite quantity Contract. See RFP Section 6.5 Selection Procedures 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 Maryland Department of Public Safety and Correctional Services (DPSCS), through the Division of Correction (DOC), provides behavioral health treatment services for incarcerated individuals, including individuals diagnosed with Substance Use Disorders (SUD).

The Department’s Medication for Opioid Use Disorder (MOUD) Program provides evidence-based treatment that combines FDA-approved medications- such as buprenorphine, methadone, or naltrexone- with COMAR-required clinical counseling and recovery support. Counseling is a mandatory component of Substance Use Disorder treatment and is intended to promote sustained recovery, reduce relapse and overdose risk, and support successful reentry into the community.

The Department seeks a qualified Contractor to provide comprehensive, trauma-informed, and evidence-based Substance Use Disorder Treatment Services for incarcerated individuals in DOC facilities. Services shall include, but are not limited to, screening and assessment, development and implementation of individualized treatment plans; individual and group counseling, operation of ASAM Level 2.1 Intensive Outpatient Treatment Programming (IOP), coordination of care within the correctional setting, and structured reentry planning.

All services shall comply with applicable federal and State laws and regulations, including COMAR 10.47.01, COMAR 10.63.03, Maryland Department of Health (MDH) and Behavioral Health Administration (BHA) standards, and National Commission on Correctional Health Care (NCCHC) or Commission on Accreditation of Rehabilitation Facilities (CARF) guidelines.

2.2.1 Division of Correction (DOC) Facilities

- A. Baltimore City Correctional Center (BCCC) located at 901 Greenmount Ave, Baltimore, MD 21202.
- B. Central Maryland Correctional Facility (CMCF) located at 701 Buttercup Road, Sykesville, MD 21784.

- C. Dorsey Run Correctional Facility (DRCF) located at 2020 Toulson Road, Jessup, MD 20794.
- D. Eastern Correctional Institution (ECI) located at 30420 Revells Neck Road, Westover, MD 21890.
 - 1. ECI includes East and West Compounds. (ECI-E), (ECI-W)
- E. Eastern Correctional Institution – Annex (ECI-A) located at 30430 Revells Neck Road, Westover, MD 21890.
- F. Jessup Correctional Institution (JCI) located at 7805 House of Correction Road, Jessup, MD 20794.
- G. Maryland Correctional Institution – Hagerstown (MCI-H) located at 18601 Roxbury Road, Hagerstown, MD 21746.
- H. Maryland Correctional Institution for Women (MCIW) located at 7943 Brockbridge Road, Jessup, MD 20794.
- I. Maryland Correctional Training Center (MCTC) located at 18800 Roxbury Road, Hagerstown, MD 21746.
- J. North Branch Correctional Institution (NBCI) located at 14100 McMullen Hwy, S.W., Cumberland, MD 21502.
- K. Patuxent Institution (PATX) located at 7555 Waterloo Road, Jessup, MD 20794.
- L. Roxbury Correctional Institution (RCI) located at 18701 Roxbury Road, Hagerstown, MD 21502.
- M. Western Correctional Institution (WCI) located at 13800 McMullen Hwy S.W., Cumberland, MD 21502.

2.3 Roles and Responsibilities

2.3.1 State Staff and Roles

The Department will designate the following personnel to oversee, direct, and support the successful implementation and lifecycle of this contract:

- A. Procurement Officer - After Contract award, the Procurement Officer is the sole authority for contract modifications, dispute resolutions, and formal communications regarding the contract terms and conditions.
- B. Contract Manager (CM)- The Contract Manager is the Department’s primary point of contact for the Contractor’s contract-related communications. The CM is responsible for the day-to-day contract administration, including monitoring liquidated damages,

reviewing invoices, managing deliverables, and ensuring compliance with the terms and conditions.

- C. The Director of Substance Use Disorder Treatment Services shall provide programmatic oversight of this Contract.
- D. The State Medical Contractor participates in a multi-disciplinary team overseeing MOUD patients, and shall provide the Contractor with a list of individuals enrolled in the MOUD Program who require counseling services.

2.3.2 State Support Responsibilities

- A. The State shall provide access to appropriate work areas within designated DOC facilities to allow for counseling sessions and coordination meetings.
- B. The State shall provide dedicated workspace for Contractor personnel to access Electronic Patient Health Record (EPHR) and to complete documentation.
- C. The State will facilitate secure access to the EPHR system for authorized Contractor personnel.
- D. The State shall provide required technology and equipment necessary for the performance of contract services, including access to printers, paper, and related printing resources for required contract-related documentation.
- E. The State shall coordinate census and referral information with the contracted medical provider.
- F. The State shall provide key Administrative forms, templates, and tools for Contractor Personnel to streamline administrative tasks and reporting requirements.
- G. The State shall conduct periodic audits and quality assurance reviews to ensure program compliance.
- H. The Office of Data Development shall provide reports to include, but not limited to, i, projected release dates, and upcoming justice-involved appointments.

2.4 Contractor On-Site Responsibilities, Service Delivery and Workflow

2.4.1 General Responsibilities

- A. The Contractor shall provide comprehensive Substance Use Disorder (SUD) screening and assessments for individuals housed in DOC facilities.
- B. The Contractor shall provide, manage and oversee all Medication for Opioid Use Disorder (MOUD) counseling services for assigned participants in accordance with this

RFP and the most current Department issued SUDTS policies, manuals, and directives in effect at the time services are delivered, including but not limited to:

1. Exhibit 4, DOC.100.0002 Section 15 (SUDTS) - Section 15, Case Management Manual; and
- C. The Contractor shall provide ASAM Level 2.1 Intensive Outpatient Programming (IOP) at designated DOC facilities.
- D. The Contractor shall provide comprehensive reentry services for all individuals receiving SUD services.
- E. The Contractor shall collaborate with the Department's contracted medical provider, DPSCS-employed treatment staff, case managers, and reentry personnel to ensure coordinated, integrated, and patient-centered care.
- F. The Contractor shall deliver services that are evidence-based, trauma-informed, culturally responsive, and individualized to participant needs.
- G. The Contractor shall anticipate SUD population growth and adjust staffing accordingly, subject to Department review and approval.

2.4.2 Substance use Disorder Screening and Assessments

A. Scope of Services

1. The Contractor shall provide comprehensive Substance Use Disorder (SUD) screening and assessment services for incarcerated individuals housed in DOC facilities. Screening and assessment services shall be provided at intake and at any time thereafter as required by the Department.

B. General Responsibilities

1. The Contractor shall complete screening and assessment activities in accordance with Department policies and professional standards in effect at the time services are delivered.
2. The Contractor shall administer, score, and interpret all screening and assessment instruments in accordance with Department requirements and clinical best practices.

C. Intake and Referral Pathways

1. Front End (Intake) Assessments

- a. The Contractor shall be provided access to Intake Lists for each intake facility.

b. Current intake facilities include: JCI, ECI, MCTC, and MCIW. The Department may designate different or additional intake facilities during the Contract term.

2. Back End (Standing Population) Assessments:

a. SUD staff, in collaboration with DOC Case Management, shall refer incarcerated individuals identified as requiring screening or assessment.

D. Screening and Assessment Administration

The Contractor shall administer Department-approved screening and assessment instruments in accordance with this RFP and Department policies. At a minimum, the Contractor shall:

1. Administer Exhibit 16, Texas Christian University – Drug Screen 5 (TCU-DS5) for all incarcerated individuals referred for screening and assessment.
2. Determine, based on clinical judgment and TCU-DS5 results, whether administration of Exhibit 15, SMART TAP Assessment is clinically indicated.
3. Administer the SMART TAP Assessment when indicated to assess substance use severity and treatment needs.
4. Review and score assessment results to determine risk level and appropriate level of care.
5. Enter an interpretative summary and biopsychosocial note into the Department-designated electronic record as directed by the Contract Manager.
6. Scan and upload completed screening and assessment instruments into the electronic record. Hard copies shall be submitted to the location designated by the Contract Manager.

E. Timeframes for Completion

1. Front-End (Intake) Screening and Assessment:

a. All screening and assessment activities shall be completed within thirty (30) days of referral.

2. Back-End (Standing Population) Screening and Assessment:

a. All screening and assessment activities shall be completed within thirty (30) days of referral.

b. High Priority referrals identified by SUD staff shall be completed within ten (10) business days.

3. Failure to meet required timelines may result in liquidated damages found in Appendix 10, Liquidated Damages.

F. Re-Screening and Reassessment

1. SUD staff, in collaboration with DOC Case Management, may refer an incarcerated individual for re-screening or reassessment based on clinical or behavioral indicators, including, but not limited to disciplinary infractions, substance-related incidents, or updated legal or supervision information.

G. Special Populations

1. Individuals housed in Disciplinary or Administrative Segregation shall not be screened or assessed unless specifically requested by SUD staff and designated as high priority. The Contractor shall document segregation status and maintain the individual on the waiting list until return to the General Population.
2. Individuals on Protective Custody shall receive individual screening and assessments; group screenings are prohibited.

H. Documentation and Reporting

1. The Contractor shall ensure all screening and assessment results are accurately documented and entered into Department-designated electronic systems within the required timeframes. Documentation shall include summary scores, sub-scale results, and completed instruments as required by the Contract Monitor.
2. The Contractor shall submit a Monthly Screening and Assessment Report to the Contract Manager documenting:
 - a. Date of Intake or Referral;
 - b. Name and SID number of the incarcerated individual;
 - c. Date screening and assessment were completed;
 - d. Name of the assessor; and
 - e. Reason for any late completion and corrective action taken.
3. Failure to meet documentation requirements may result in liquidated damages found in Appendix 10, Liquidated Damages.

I. Mental Health Referrals

1. The Contractor shall immediately refer individuals exhibiting self-injurious behavior, psychosis, assaultive behavior, or other acute mental health or intoxication concerns to the on-site DOC Mental Health staff.

- a. The Contract Manager shall be copied on such notifications.
2. Failure to immediately refer such cases may result in liquidated damages found in Appendix 10, Liquidated Damages.

J. Quality Assurance

1. The Contractor shall supervise all screening and assessment activities and conduct routine quality assurance reviews.
2. The Contractor shall submit a Monthly Quality Assurance report to the Contract Manager.

2.4.3 MOUD Counseling Workflow and Timeframes

- A. The Contractor shall receive MOUD enrollment notifications and data reports from the State Medical Contractor, the Office of Data Development, or other Department designee.
- B. Within seven (7) calendar days of the date of enrollment notification, the Contractor shall complete all required MOUD screening and assessment activities.
- C. Within seven (7) calendar days following completion of MOUD screening and assessment, the Contractor shall:
 1. Assign the participant to a MOUD Counselor;
 2. Develop an Individualized Treatment Plan; and
 3. Conduct the initial counseling session, during which the treatment plan is reviewed and counseling services formally begin.
- D. Failure to complete MOUD screening and assessment activities within the required timeframes may result in liquidated damages found in Appendix 10 - Liquidated Damages.

2.4.4 MOUD Screening and Assessment Requirements

All MOUD screening and assessment activities shall be completed prior to the initiation of counseling services, and be documented in the electronic record within forty-eight (48) hours of service delivery per Section 2.5.3 Deliverables and Reporting. Failure to update EPHR may result in liquidated damages found in Appendix 10, Liquidated Damages.

- A. At a minimum, the Contractor shall administer and complete the following Department-approved tools:
 1. Exhibit 14, Mental Health Screening Form III (MHSFIII);
 2. Exhibit 15, SMART TAP Assessment;
 3. Exhibit 16, Texan Christian University Drug Screen 5 (TCU-5);

4. Exhibit 17, Infectious Disease Education and Risk Reduction
5. Exhibit 18, Family and Recovery Environment Assessment (FREA);
6. Exhibit 19, Brief Addiction Monitor (BAM);
7. Exhibit 20, Nicotine Dependency Screening Tool;
8. Exhibit 21, Problem Gambling Severity Index (PGSI);
9. Exhibit 22, Columbia Suicide Severity Rating Scale; and
10. A comprehensive biopsychosocial assessment in accordance with COMAR 10.47.01.04.

- B. The Department may approve updated, equivalent or additional assessment instruments during the contract term without requiring a contract modification.

2.4.5 MOUD Core Counseling Service Requirements

- A. The Contractor shall maintain counselor caseloads not to exceed fifty (50) participants per counselor, unless otherwise approved by the Department and MDH/BHA. MOUD census projections are provided in Exhibit 8, MOUD Census.
 1. Failure to maintain caseload compliance may result in liquidated damages found in Appendix 10, Liquidated Damages.
- B. The Contractor shall provide individual counseling to each assigned participant at least once per month, consisting of a minimum of one (1) sixty-minute session or two (2) thirty-minute sessions.
 1. Failure to provide individual counseling may result in liquidated damages found in Appendix 10, Liquidated Damages.
- C. Counseling services shall utilize evidence-based practices, including Cognitive Behavioral Therapy (CBT) and Motivational Interviewing (MI), and shall be delivered by staff trained in these modalities.
- D. The Contractor shall document all counseling sessions in EPHR within forty-eight (48) hours of service delivery. Failure to update EPHR may result in liquidated damages found in Appendix 10, Liquidated Damages.
- E. The Contractor shall review and update Individualized Treatment Plans at intervals established by the Department, but no less frequently than every ninety (90) days.
 1. Failure to review and update Treatment Plans in the timeframe outlined above may result in liquidated damages found in Appendix 10, Liquidated Damages.

2.4.6 Voluntary Group Counseling (When Operationally Feasible)

- A. Unless the Department determines that institutional operations or space constraints do not permit, the Contractor shall establish voluntary; at least monthly; group counseling sessions utilizing CBT, trauma-informed, and Motivational Interviewing based curricula.

B. Group sessions shall:

1. Be professionally facilitated;
2. Maintain a defined agenda focused on treatment-related topics;
3. Require active participation from all attendees; and
4. Operate under established group rules addressing respect, confidentiality and safety.

C. Group counseling shall not replace required individual counseling services.

D. The Contractor shall document group participation in EPHR for each participant, including group topics and individual participation, and shall maintain sign-in records. Failure to update EPHR may result in liquidated damages found in Appendix 10, Liquidated Damages.

2.4.7 Refusals and Re-engagement

- A. The Contractor shall document all counseling refusals in the participant's medical record, including the date, time, and stated reason for refusal, within forty-eight (48) hours. Failure to update EPHR may result in liquidated damages found in Appendix 10, Liquidated Damages.
- B. The Contractor shall complete Exhibit 26, Release of Responsibility Form for each refusal and provide copies to the Contract Manager or designee.
- C. The Contractor shall attempt to re-engage participants who refuse counseling within one (1) week using motivational interviewing techniques.
- D. Participants who refuse counseling services on three (3) consecutive occasions shall be referred, when available, to a DPSCS-employed or contracted Allied Health Staff/Peer Recovery Specialist. Such referrals shall be supportive and non-disciplinary. The Contractor will use the referral form provided by the State. All referrals to a Peer Recovery Specialist shall be reported monthly.

2.4.8 Coordination of Care and Reentry Planning

- A. The Contractor shall coordinate care for all participants receiving SUD counseling services in collaboration with the Department's contracted medical provider, DPSCS-employed treatment staff, Case Managers, and Reentry Personnel to ensure integrated, patient-centered care.
- B. The Contractor shall participate in multi-disciplinary treatment team meetings, case conferences, and other Department directed coordination activities.
- C. The Contractor shall facilitate referrals to certified BHA and accredited community-based SUD providers prior to release, when feasible, to ensure continuity of care.

- D. All coordination activities, referrals, and collaborative efforts shall be documented in EPHR within forty-eight (48) hours of service delivery. Failure to update EPHR may result in liquidated damages found in Appendix 10, Liquidated Damages.
- E. The Contractor shall complete Exhibit 11, Aftercare Service Plan Form with the Participant within fourteen (14) calendar days of the anticipated release date, when feasible.
- F. Failure to complete the Aftercare Service Plan Form within the timeframe specified may result in liquidated damages found in Appendix 10, Liquidated Damages.

2.4.9 ASAM Level 2.1 Intensive Outpatient Treatment Services (IOP)

A. General Responsibilities

- 1. The Contractor shall provide ASAM Level 2.1 Intensive Outpatient Programming (IOP) substance use disorder treatment services in accordance with Maryland Department of Health (MDH) requirements, applicable COMAR regulations, Department policies, and ASAM Criteria.
 - a. IOP services shall be structured, evidence-based, and designed to support recovery, stabilization, and relapse prevention.
- 2. The Contractor shall ensure IOP services are provided at all facilities operating a IOP at contract award and at any additional facilities that initiate IOP services during the Contract term, as directed by the Department.
 - a. IOP services may be expanded to additional DOC facilities at the Department's discretion, with 60 days' notice, at the financial proposal hourly rates.

B. Staffing Requirements

- 1. Each IOP shall be staffed in accordance with COMAR requirements and the following minimum standards:

ASAM Level 2.1 Intensive Outpatient Treatment Services (IOP)		
Facility	IOP Counselors (Ratio 1:15)	Allied Health Staff / Peer Recovery Specialist
BCCC	1	.5
CMCF	1	.5
DRCF	1	.5
ECI	2	1

JCI	2	1
MCTC	2	1
MCIW	2	1
RCI	1	.5
WCI	1	.5

2. The Contractor shall provide the following Clinical Directors and Clinical Supervisors to exclusively oversee IOP Services:

ASAM Level 2.1 Intensive Outpatient Treatment Services (IOP)		
Region	Clinical Directors	Clinical Supervisors
West Region	1	1
Central and East Regions	1	2

3. The Contractor shall ensure continuity of services during staff absences. Any staff absence, tardiness, or anticipated service interruption shall be reported immediately to the Contract Manager and Institutional Shift Commander. Clinical Supervisors shall ensure coverage of required services during staff absences.

C. Client Handbook

1. The Contractor shall maintain a Department-approved Client Handbook outlining program structure, attendance requirements, expectations, rules, participant responsibilities, and criteria for successful program completion.
 - a. The Client Handbook shall be provided to all participants prior to, or at the time of, program admission and implemented consistently across all facilities.

D. Program Operations and Schedule

1. Program Start and Completion
 - a. Each IOP shall maintain a Department-approved annual schedule of program start and completion dates.
 - b. Each IOP shall be six (6) months in duration.

- c. Participant admissions and completions shall be coordinated with institutional staff and SUD treatment staff.
- d. Program completion recognition activities, if applicable, shall be coordinated with the institution.
- e. Certificates of completions shall be issued only upon successful completion and shall be signed by the participant's primary counselor and the Clinical Director.

2. Program Structure

- a. Each IOP shall operate using a structured treatment model that includes, at a minimum:
 - 1. A comprehensive assessment, including a biopsychosocial assessment, conducted within one (1) week of admission in accordance with COMAR 10.47.01.04;
 - 2. An Individualized Treatment Plan developed within five (5) calendar days of assessment and updated at least every thirty (30) days; and
 - 3. Core SUD treatment services.
- b. Programs shall utilize defined curricula, clinical goals, attendance requirements, and standardized criteria for successful program completion.
- c. Curricula shall include, at a minimum:
 - 1. Social and Family Issues
 - 2. Criminal Thinking
 - 3. Anger Management
 - 4. Victim Awareness and Impact
 - 5. HIV / Hepatitis C Education
 - 6. Trauma Recovery
 - 7. Pro-social Skill Development
 - 8. Problem Solving
 - 9. Communication Skills and Conflict Resolution
 - 10. Thinking for a Change
 - 11. Transition Planning and Community Re-Entry
 - 12. Employment Readiness
 - 13. Relapse Prevention

3. Master Schedule

- a. Each IOP shall implement and adhere to a Department-approved Master Schedule reflecting all weekly clinical and program activities.
- b. The Master Schedule shall:
 1. Provide twenty (20) clinical hours per week consistent with ASAM Level 2.1 requirements, unless otherwise approved by the Department;
 2. Specify daily start and end times aligned with institutional operations; and
 3. Include, at a minimum:
 - a. Group counseling;
 - b. Individual counseling at least once every two (2) weeks;
 - c. Educational sessions;
 - d. Curricula delivery; and
 - e. Supplemental therapeutic services as clinically indicated.

E. Documentation and Reporting

1. The Contractor shall maintain standardized participant files using Department-approved forms, including hybrid paper files and electronic records maintained as indicated by the Contract Manager.
2. The Contractor shall:
 - a. Enter weekly participant Progress Notes in EPHR by close of business each Friday;
 - b. Submit weekly Service Reports documenting attendance and delivery of required clinical service hours by close of business the following Monday; and
 - c. Submit monthly Statistical Reports by the fifth (5th) business days of each month using Department-provided templates.

F. Monitoring and Liquidated Damages

1. Failure to operate IOP services in accordance with this section may result in assessment of Liquidated Damages as set forth in Appendix 10, including but not limited to:
 - a. Failure to deliver required clinical service hours;
 - b. Failure to maintain required staffing levels or counselor-to participant ratios;
 - c. Failure to submit required reports or deliverables within established timeframes; and
 - d. Failure to maintain or timely update EPHR or required paper files.

2.5 Contractor Administrative Responsibilities

2.5.1 Regulatory Compliance, Accreditation, and Risk Management

- A. The Contractor shall comply with all applicable Department rules, regulations, policies, procedures, and directives related to risk management, safety, security, clinical operations and operational oversight.
- B. The Contractor shall coordinate and work collaboratively with DPSCS and all other Department- contracted healthcare providers to ensure that services are delivered in a safe, prudent, secure, and clinically appropriate manner at all times.
- C. The Contractor shall comply with all applicable standards, guidelines, and requirements promulgated by the Maryland Commission on Correctional Standards (MCCS), the National Commission on Correctional Health Care (NCCHC) or Commission on Accreditation of Rehabilitation Facilities (CARF), the Substance Abuse and Mental Health Services Administration (SAMHSA), the Maryland Behavioral Health Administration (BHA), and the American Correctional Association (ACA), as applicable to the scope of services under this Contract. Compliance with such standards is mandatory regardless of whether any individual facility or program is formally accredited.
- D. The DPSCS Opioid Treatment Program (OTP) is accredited by the NCCHC. The Contractor shall provide qualified personnel to participate in all accreditation-related meetings, site visits, audits, and reviews. The Contractor shall timely furnish all requested documentation, data, and information, and shall take all actions reasonably necessary to support and maintain accreditation status; including, but not limited to, implementing corrective action plans and addressing deficiencies identified through audits, surveys, or re-inspections.

2.5.2 Investigations and Follow-Up of Grievances, Administrative Remedy Procedures (ARP) Complaints, and other Complaints

- A. Complaint Investigation and Response
 - 1. The Contractor shall investigate and respond to all complaints related to this Contract, regardless of source, including but not limited to grievances, incarcerated individuals, family members, attorneys, or other stakeholders.
 - 2. The Contractor shall comply with all applicable grievance and complaint procedures, including **Exhibit 6, DOC.185.0002 Administrative Remedy Procedure**, and adhere to all Department-established timelines. If a specific response timeline is not stated, the Contractor shall submit a written response within three (3) business days of receipt.
- B. Referrals and Reporting

1. When the Department receives correspondence related to this Contract and determines that a response is required, the Department will forward the correspondence to the Program Clinical Director or designee. The Contractor shall investigate each inquiry or complaint and provide a response in the manner and timeframe specified by the Department.
2. If the Department directs the Contractor to respond directly to the complainant, the Contractor shall provide a copy of the response to the Contract Manager.
3. If the Contractor receives a complaint directly, the Contractor shall immediately forward a copy to the Contract Manager upon receipt so the Department may determine whether further action, investigation, or a formal response is required.

C. Documentation, Record-Keeping, and Audit Trail

1. The Contractor shall maintain complete, accurate, and up to date records of all complaints, grievances, investigations, referrals and responses related to this Contract. At a minimum, documentation shall include:
 - a. Date the complaint was received
 - b. Source and nature of the complaint
 - c. Actions taken to investigate the complaint
 - d. Findings and conclusions
 - e. Corrective actions implemented, if applicable
 - f. Dates and copies of all responses issued
 - g. Dates complains were forwarded to the Contract Manager
2. All records shall be retained in accordance with State record-retention requirements and shall be made available to the Department, Contract Manager, auditors, or oversight entities upon request for monitoring, quality assurance, compliance reviews, or audits.

2.5.3 Deliverables and Reporting

A. General Documentation Requirements

1. The Contractor shall maintain all participant information in the Electronic Patient Health Record (EPHR) and ensure records are accurate, current, and compliant with all applicable COMAR requirements, including COMAR 10.47.03.07.
2. All clinical, coordination, reentry, and ancillary service documentation shall be entered into EPHR within forty-eight (48) hours of service delivery unless otherwise directed by the Department.
 - a. Failure to update EPHR within 48 hours may result in liquidated damages found in Appendix 10, Liquidated Damages.

3. The Contractor is encouraged to utilize electronic records and reporting systems to reduce paper consumption, consistent with confidentiality and security requirements.

B. Required Reports

1. The Contractor shall submit the following monthly reports by the 5th calendar day of the month following the month in which services were provided to the Contract Manager or designee in accordance with **Exhibit 24, Monthly Reports:**
 - a. End-of-Month Report
 - b. Monthly Facility Staffing Schedule
 - c. Monthly Treatment List Submissions
 - d. Peer Recovery Referral Report
 - e. Declined Treatment Report
 - f. Quality Assurance Report – Screening and Assessment
 - g. IOP Client Management Spreadsheet
2. The Department may modify report format, content, or submission methods during the Contract term to meet operational or oversight needs.

C. Supervision Reports (Contractor Generated)

1. The Contractor shall develop, maintain and submit Supervision Reports in accordance with COMAR 10.58.07. Supervision Reports shall document required clinical and administrative supervision provided to Contractor Personnel.
2. At a minimum, Supervision Reports shall include:
 - a. Chart Review Log
 - b. Assessment Review Log
 - c. Clinical Supervision Hours Log
3. Supervision Reports shall:
 - a. Be completed monthly for each staff member requiring supervision;
 - b. Be e-mailed to the Contract Manager no later than five (5) business days following the end of the reporting month; and
 - c. Be made available to the Department upon request for monitoring, audit, or compliance review.
4. Failure to provide required supervision, failure to complete Supervision Reports, or failure to submit Supervision Reports within the required timeframes may result in liquidated damages as set forth in Appendix 10, Liquidated Damages.

D. Incident and Matter of Record Reporting

1. The Contractor shall report the following incidents to the Contractor Manager within twenty-four (24) hours of occurrence using Exhibit 23, Matter of Record:
 - a. Unexpected or unexplained deaths;
 - b. All suicides, attempted or completed;
 - c. Assaults on Contractor staff;
 - d. Incarcerated individual assaults requiring medical treatment;
 - e. Emergency responses necessary to preserve or resuscitate life, including 911 events;
 - f. Work-related injuries involving Contractor personnel;
 - g. Detainee or Contractor Personnel exposure to infectious diseases or prophylaxis administration;
 - h. Security breaches (including lost keys, missing sharps or medications, or contraband);
 - i. Treatment errors, missed treatments, or missing documentation;
 - j. Disciplinary action, investigation, allegation of misconduct, or drug testing involving Contractor personnel assigned to this Contract; and
 - k. Additional information as requested.
- E. The Contractor shall submit a monthly Staffing Report to include positions filled and candidates' status within the hiring process.
- F. Failure to provide any required report may result in liquidated damages as found in Appendix 10, Liquidated Damages.
- G. Employee Roster System
 1. The Contractor shall implement and maintain an electronic employee roster system that provides the Department with continuous, real-time access. The system must include all active and inactive staff and subcontractor personnel assigned to the Contract and working within a facility, even if the staff are onsite on a limited basis and be uploaded to the Department's Document Management System in an approved format.
 2. The Employee Roster System must be fully operational within forty-five days of Contract Commencement and kept current at all times to reflect new hires, terminations, leaves of absence, or changes in assignment.
 - a. Failure to implement the Employee Roster System in the timeframe specified may result in liquidated damages found in Appendix 10, Liquidated Damages.
 3. The Contractor shall ensure all credential and training records remain current throughout the term of the Contract. The roster shall be updated within five (5) business days of any personnel change, credential renewal, or new staff onboarding.

- a. Failure to update the roster within the timeframe specified may result in liquidated damages found in Appendix 10, Liquidated Damages.
4. The roster shall include, at a minimum, the following information and associated documentation for each staff member.
 - a. Full Name
 - b. Position
 - c. FTE designation (Based on 1.0 FTE)
 - d. Facility(s) Assignment
 - e. Hours Worked
 - f. Average caseloads, where applicable
 - g. Work E-mail
 - h. Phone Number
 - i. Required background check/criminal history check
 - j. Drug Testing
 - k. Verification of education, training, and work history
 - l. List of all trainings completed with date
(RFP Section 2.5.6, Staff Orientation and Training)
 - m. License/Certification Status
 - n. Employment Start and End Date (if applicable)
5. For every staffing vacancy, the Roster must indicate the current recruitment status, such as: Ongoing, Candidate Identified, Background Check in Progress, Training or Orientation and Scheduled Start Date.
6. For each resignation of Contractor Staff, the Department reserves the right to conduct exit interviews.
7. All data within the Roster is the property of the Department. At the end of the Contract, or upon request, the Contractor must transfer all Roster data and credentialing records to the Department in a format approved by the Department.

H. Reporting Compliance and Enforcement

1. Failure to complete any required report or data element accurately and timely may result in liquidated damages found in Appendix 10, Liquidated Damages.
2. Repeated reporting deficiencies may be considered a material breach of the Contract.

I. State Service Interruptions and Operational Restrictions

1. The Contractor shall comply with all Department and facility security requirements, including lockdowns, restricted movement, facility closures, or

other operational restrictions that may affect the Contractor's ability to access or provide services to incarcerated individuals.

2. When institutional operations, including lockdowns, restricted movement, facility closures, or other Department or State caused operational restrictions prevent, or materially limit the Contractor's access to an individual or otherwise prevent the Contractor from performing a required service, the Contractor shall document the date, nature, duration, and reason for the operational restriction and notify the Department Contract Manager.
3. The Department will review the documented circumstances beyond the Contractor's control and whether any applicable performance requirements or Liquidated Damages should be adjusted or waived.
4. The Contractor shall not be subject to Liquidated Damages for a failure to perform a required service when the Department determines that the failure resulted from circumstances beyond the Contractor's control.
5. The Contractor shall complete the required services when access or operations are restored and shall document any resulting change to service delivery or scheduling.

2.5.4 Staffing Requirements

A. General Staffing Requirements

1. All FTE staff shall perform work exclusively under this Contract for the hours associated with their designation. Dual billing or assignment to any other contract during the same work hours is prohibited without prior written Department approval.

B. Required Staffing

1. The Contractor shall provide the following staffing exclusively for this Contract. The staffing levels must be in place at Contract Commencement:

Title	Staffing Level	Requirements
Program Clinical Director For Screening and Assessments	1- FTE	Oversight of all clinical services under this contract. Minimum 40 hrs/week. May not be assigned to any other DPSCS contract. Onsite 40%, Telework 60% optional
Program Clinical Director For MOUD	1- FTE	Oversight of all clinical services under this contract. Minimum 40 hrs/week. May not be assigned to any other DPSCS contract. Onsite 40%, Telework 60% optional

SUDTS - DOC**Solicitation #: BPM055259****RFP Document**

Program Clinical Director For IOP	1- FTE West 1- FTE Central/ East	Oversight of all clinical services under this contract. Minimum 40 hrs/week. May not be assigned to any other DPSCS contract. Onsite 80%, Telework 20% optional
Clinical Supervisor	1- FTE West 1- FTE Central/ East	Clinical Supervisor of Screening and Assessors and MOUD Counselors. Minimum 40hrs/week onsite. May not be assigned to any other DPSCS contract.
IOP Clinical Supervisor	3 - FTE West, Central, East	Clinical Supervisor of IOP Counselors. Minimum of 40/hrs. week onsite. May not be assigned to any other DPSCS contract or caseload.
Screening and Assessors	8 – FTE	Minimum 40/hrs per week, 100% on-site.
MOUD Counselors	As required to maintain Caseloads of 50	Maintain sufficient MOUD Counselor staffing to ensure caseloads remain below fifty (50) participants per Counselor at all times. At contract commencement, the Contractor shall provide no fewer than thirty-five (35) MOUD counselors. 100% on-site.
IOP Counselors	As required to maintain caseloads of 15	Maintain sufficient IOP Counselors to ensure caseloads remain below fifteen (15) participants per Counselor at all times. At contract commencement, the Contractor shall provide no fewer than thirteen (13) Counselors. 100% on-site.
Allied Health Staff / Peer Recovery Specialists	As Required	13 AHS/PRS at contract start. 100% on-site. 6.5 Assigned to IOP, 6.5 Assigned to MOUD

2. The Department will provide a Quarterly Staffing Matrix outlining the number of required staffing that will be needed to perform the required services. The Department-issued Quarterly Staffing Matrix shall supersede any Contractor staffing projections or assumptions.

- a. Contractor staffing performance shall be measured in accordance with **Appendix 11 – Staffing Service Level Agreement (SLA)**. Failure to meet the staffing performance standards established in Appendix 11 may result in the assessment of Service Credits as provided therein. Assessment of Service Credits does not limit the Department's right to pursue any other remedies available under the Contract.

C. Staff Credentialing and Pre-Employment Approval

1. The Contractor shall include the Department in the interview process for Key Personnel.
2. Applications and credentials for all candidates shall be submitted for review by the Department Contract Manager. Candidates will not move onto fingerprinting and background unless approved by the Department Contract Manager or designee via email or other Department-approved written communication.
3. The Contractor shall submit all required credentialing documentation for pre-employment approval to the Correctional Centralized Hiring Unit (CCHU) in accordance with Department requirements, per:
 - a. Exhibit 12, CCHU Background Screening Memo
 - b. Exhibit 13, Vendor Applicant Forms Packet
4. No staff member shall be authorized to begin the 40-hr Pre-Service Training or on-site work under this Contract unless and until the Contractor has received written approval from the Department.
5. The Contractor shall retain all credentialing documents and the corresponding Department approval notice in the Contractor's employee roster or personnel tracking systems and shall make such records available to the Department upon request for monitoring, audit, or compliance review purposes.

D. Personnel Accountability

1. The Contractor is responsible for the actions and omissions of all personnel and subcontractors providing services under this Contract. See Exhibit 5, DCD 50-2 Standards of Conduct.
2. The Contractor shall notify the Contract Manager and Director of Substance Use Disorder Treatment Services in writing within twenty-four (24) hours of any disciplinary action, investigation, allegation of misconduct, or drug testing involving Contractor personnel assigned to this Contract.
 - a. Failure to notify the Department as required may result in liquidated damages found in Exhibit 10, Liquidated Damages.
3. The Department may require the removal, replacement or additional training of Contractor personnel whose performance is deemed insufficient, who violate Department policies, or who are denied facility access. Such action shall not relieve the Contractor of its obligation to meet Contract requirements.
4. The Contractor Manager and/or the Director of Substance Use Disorder Treatment Services may notify the Contractor that the performance of a member of Contractor personnel is less than what is necessary to meet the job

requirements or position expectations, regardless of staff level or length of service, and may request that such personnel be replaced. The Department may also deny the entry of any personnel to any Department facility.

5. The Contractor's personnel shall comply with the Department's Personal Appearance and Dress Standards for Non-Uniformed Employees set forth in DPSCS policy Exhibit 7, ADM.050.0029 Personal Appearance Policy and institutional specific mandates or requirements.
6. The Contractor shall promptly and fully cooperate with any investigations conducted by the Department. Cooperation includes, but is not limited to, making personnel and subcontractor(s) available to provide oral or written statements, testimony, documents, or physical evidence promptly and without requiring a subpoena. This obligation shall survive the expiration or termination of the Contract.
7. The Contractor shall enter (scan) the documents regarding personnel training and certifications into the format requested by the Contract Manager.
8. The Contractor shall ensure all Contractor personnel sign-in and sign-out on logs provided by the Department and comply with Exhibit 25, OPS.110.0033 Entrance Procedures, whenever entering or leaving a work site. These procedures are required for institutional security and accountability purposes.
9. The Contractor shall request approval in writing for any Contractor personnel with secondary employment.

2.5.5 Staff Orientation and Training

A. Department Training Requirements

1. All Contractor and subcontractor personnel assigned to work within any Department facility must complete the Department provided virtual forty (40) hour Pre-Service Orientation Training prior to beginning any on-site duties.
 - a. Contractor Personnel shall coordinate directly with the Maryland Police & Correctional Training Commissions for scheduling.
2. Any individual hired by the Contractor/subcontractor(s) may not enter a Department facility and perform any Contract-related duty until the individual has attended the required security orientation and training.
3. Refresher training, consisting of forty (40) hours of in-person In-Service Training, shall be required each calendar year, beginning in the calendar year following completion of the initial forty (40) hour Pre-Service Orientation Training.

4. Any personnel member who has not entered a Department facility for more than forty (40) calendar days shall be required to repeat either the forty (40) hour Pre-Service Orientation or the required In-Service Training, as determined by the Department.
5. The Department's required forty (40) hour Pre-Service Orientation and the required annual In-Service Training are billable under the Contract at the specific hourly rate proposed for the applicable personnel classification in the financial proposal.
 - a. Training hours shall be billed only for actual time spent in required Department-mandated training and shall not be billed as service delivery hours.
 - b. All invoices submitted for reimbursement of training hours must clearly and separately identify training hours from service hours.

B. Contractor Training Requirements

1. The Contractor shall develop, implement, and maintain a comprehensive, competency-based orientation and training program for all on-site personnel assigned to this Contract.
2. The Contractor shall ensure that all individuals providing training hold the appropriate credentials, licenses, or certifications required by applicable federal and State laws, regulations, and professional standards.
3. All required Contractor-provided training shall be completed within sixty (60) days of hire or contract start date, whichever is later. Completion of all required training is mandatory for any personnel member to continue working on-site under this Contract.
4. The Department's Medical Contractor is required to make certain training programs available to other healthcare Contractors, including SUDTS Contractors, as identified in the table below. The Contractor shall coordinate staff participation in such training. If the Medical Contractor fails to provide required training or access within a reasonable timeframe, the SUDTS Contractor shall remain fully responsible for ensuring that all personnel receive the training through alternate means acceptable to the Department.
5. All training shall be documented and maintained in the Contractor's Employee Roster System. The Contractor shall maintain proof of completion for all required courses, regardless of whether the training was provided by the Contractor, the Department or another Department Contractor.
6. All training programs and materials shall be reviewed and updated at least annually and whenever new or revised policies, laws, regulations, or

accreditation standards are enacted. Updates shall be completed within thirty (30) days of notification by the Department of new or revised Department directives, manuals, policies, protocols, or procedures, or within thirty (30) days of changes to the Contractor's internal policies or procedures, whichever occurs first.

7. The Contractor shall provide its Employee Onboarding Training Program to the Department at the Contract Kickoff Meeting. The Department shall have ten (10) business days to review, approve, or request modifications to the Program.

C. Failure to complete required training within provided timeframes may result in liquidated damages found in Exhibit 10, Liquidated Damages.

Mandatory Training Topics	Provided by	Frequency
40 hr Pre-Service Orientation Training (virtual)	Department	Onboarding
40 hr Inservice Training (in-person)	Department	Annually
Electronic Patient Health Record (EPHR)	EPHR Contractor	Onboarding /Annually
CPR	Medical Contractor	Onboarding /Annually
Working with the Incarcerated population, boundaries and potential manipulation	Medical Contractor	Onboarding /Annually
Working with individuals with serious mental illnesses	Medical Contractor	Onboarding /Annually
Suicide Prevention	Medical Contractor	Onboarding /Annually
HIPAA Compliance and Confidentiality	Medical Contractor	Onboarding /Annually
Prison Rape Elimination Act (PREA)	Medical Contractor	Onboarding /Annually
Basics of working in a prison setting	Medical Contractor	Onboarding /Annually
Terms of this RFP, interrelationships with Department Personnel, and other Healthcare Contractor(s)	SUDTS Contractor	Onboarding /Annually
SUD Treatment Services Operations Manual	SUDTS Contractor	Onboarding /Annually

Department Directives	SUDTS Contractor	Onboarding /Annually
Contractor Policies and Procedures	SUDTS Contractor	Onboarding /Annually
HIV, HEP-C education and testing	SUDTS Contractor	Onboarding /Annually
Cultural diversity/sensitivity and cultural change	SUDTS Contractor	Onboarding /Annually
Naloxone training	SUDTS Contractor	Onboarding /Annually
Peer counseling/mentoring	SUDTS Contractor	Onboarding /Annually

2.5.6 Quality Assurance and Department Oversight

- A. The Contractor shall develop, implement, and maintain a comprehensive Quality Assurance (QA) program designed to monitor, evaluate, and ensure compliance with all contractual, regulatory, clinical, and operational requirements of this Contract.
- B. At a minimum, the QA program shall include:
 - 1. Routine internal audits of clinical documentation, service delivery, and operational practices;
 - 2. Ongoing monitoring of performance measures, deliverables, and outcomes identified in this Contract; and
 - 3. Development, implementation, and documentation of timely corrective action plans when deficiencies, trends, or areas of non-compliance are identified.
- C. The Contractor shall document all QA activities, findings, and corrective actions and shall maintain such documentation in accordance with State record retention requirements. QA records shall be made available to the Department upon request for monitoring, compliance review, or audit purposes.
- D. The Department reserves the right, at its sole discretion, to conduct audits, inspections, reviews, and other monitoring activities at any time during the Contract term, including but not limited to record reviews, data validation, staff interviews, and announced or unannounced site visits.
- E. The Contractor shall fully cooperate with all Department oversight activities and shall provide the Department, the Contract Manager and authorized oversight entities with timely access to relevant records, data systems, personnel, and facilities as necessary to evaluate Contract performance and compliance. Failure to cooperate with Department

oversight activities may result in corrective action, remedies, or sanctions as permitted under the Contract.

2.5.7 Meetings

- A. The Department facilitates Contractor and facility meetings on a bi-weekly, monthly and quarterly basis to include:
 - 1. Quarterly SUD, quarterly CQI, and monthly Contractor(s) meetings regarding SUD Treatment Services; or as needed
 - 2. Multivendor quarterly meetings; or as needed
 - 3. Supplemental meetings with DOC as requested
- B. The Program Clinical Director(s) shall be required to attend mandatory work initiation conferences as specified in Section 3.1.
- C. The Program Clinical Director(s) shall attend monthly Contract compliance meetings with the Department to discuss any Contract issues or concerns.
- D. The Contractor shall be responsible for generating an agenda that shall be submitted to the Department's Contract Manager at least five (5) business days prior to each requested meeting initiated by the Contractor.
 - 1. The Contractor shall make all reasonable efforts to accommodate changes to the agenda requested by Department personnel.
- E. The Contractor shall be responsible for taking all minutes/notes during meetings or, upon specific written request by the DPSCS Contract Manager. A written copy of the minutes/notes shall be submitted to the Contract Manager within forty-eight (48) hours of the meeting.
 - 1. The Contract Manager shall have up to forty-eight (48) hours to review the minutes/notes and provide comments.
 - 2. The Final Minutes/Notes of the meeting shall be submitted to the Contract Manager within two (2) Business Days of receipt of the comments.
 - 3. All final approved minutes shall be uploaded to the Department's Document Management System in an approved format.
 - 4. AI notetaking/recording is not permitted by the Contractor.
- F. The Clinical Supervisor(s) shall attend monthly Institutional Program Committee, Case Management, and Department meetings as requested.
- G. Failure to attend a required meeting may result in liquidated damages as found in Appendix 10, Liquidated Damages.

2.5.8 Identification, Equipment, Logins, and Access

- A. The Contractor shall designate a Site Security Coordinator (SSC) and at least one backup SSC responsible for coordinating all security-related matters between the Contractor and the Department.
- B. The SSC and backup SSC shall serve as the primary points of contact for:
 - 1. Requests for State-issued identification badges;
 - 2. Requests for State-issued equipment;
 - 3. Requests for system access, logins, and database permissions;
 - 4. Coordination of staff onboarding, access changes, and separations; and
 - 5. Immediate response to security incidents involving Contractor personnel or State property.
- C. The Contractor shall notify the Contract Manager in writing of the designated SSC and backup SSC within five (5) business days of Contract Commencement and shall notify the Department within two (2) business days of any change in SSC designation.
- D. State-Issued Identification
 - 1. The Department shall issue State identification badges to Contractor personnel as required for facility access. State-issued identification badges remain the property of the Department at all times.
 - 2. The Contractor shall ensure that:
 - a. State-issued identification badges are used only by the individual to whom they are issued;
 - b. Identification badges are worn and displayed in accordance with Department and facility-specific requirements; and
 - c. Identification badges are returned to the Department immediately upon request, termination of employment, reassignment, suspension, or loss of facility access.
 - d. Failure to return State-issued identification badges upon request or upon termination of employment, or in the event the identification card is lost, stolen, or damaged, may result in liquidated damages set forth in Appendix 10, Liquidated Damages.
- E. State-Issued Equipment
 - 1. The Department will issue equipment to Contractor personnel, including but not limited to laptops, multi-factor authentication devices, access cards, keys or other State-owned property necessary for Contract performance.
 - a. The Department will **not** provide cell phones for Contractor Personnel. If the specific facility security requirements permit, the Contract Manager will work towards obtaining approval for Contractor provided phones for

entry at the institutional level. The cell phones **MUST** be issued directly by the Contractor, and remain the property of the Contractor. Contractor staff and subcontractor personal cell phones are not permitted. Approval, if granted, may be revoked at any time.

2. All State-issued equipment:
 - a. Remain the property of the Department;
 - b. Shall be used solely for purposes related to this Contract; and
 - c. Shall be maintained in the condition received, excluding normal wear and tear.
3. The Contractor shall ensure that all State-issued equipment is:
 - a. Returned immediately upon request by the Department;
 - b. Returned upon termination, reassignment, or separation of Contractor personnel; and
 - c. Reported as lost, stolen, or damaged to the Contract Manager within twenty-four (24) hours of discovery
4. Failure to return State-issued equipment or damage to State-issued equipment may result in the Contractor being charged the full replacement cost.

F. System Logins, Database Access, and Credentials

1. The Contractor shall request system access, user credentials, and logins for Contractor personnel solely through the designated SSC or backup SSC and in accordance with Department Security protocols.
2. The Department reserves sole discretion to approve, deny, suspend, or revoke access to any system, database, or application, including but not limited to OCMS, EPHR, document management systems, or internal databases.
3. The Contractor shall ensure that:
 - a. System access is granted only to personnel who have received Department approval and completed required training;
 - b. Access privileges are limited to the minimum necessary to perform assigned duties;
 - c. Logins and credentials are not shared under any circumstances; and
 - d. Access is terminated immediately upon personnel separation, reassignment, or loss of authorization.
4. Any unauthorized access, misuse of credentials, or failure to timely revoke access may be considered a security breach and may result in corrective action, liquidated damages, or other contractual remedies, up to and including termination of the Contract for default.

2.6 Experience and Personnel

2.6.1 Preferred Offeror Experience

The following experience is preferred and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

A. Assessment and Treatment Planning Experience

1. The Offeror should demonstrate experience in developing or utilizing assessment tools that identify populations with substance use disorders (SUD) and in recommending evidence-based treatment plans. The Offeror may propose alternative validated tools for consideration by the Department, providing rationale and comparisons to the assessment instruments referenced in Section 2.4.3 of this RFP.

B. ASAM Criteria Program Experience

1. The Offeror should have a minimum of three (3) years of experience within the past five (5) years providing SUD treatment programs in accordance with nationally recognized American Society of Addiction Medicine (ASAM) Criteria for Levels of Care (Third or Fourth Edition). Programs shall reflect the continuum of care recommended by ASAM, including outpatient, intensive outpatient, residential, and medically managed levels of care as appropriate.

C. References

1. The Offeror shall provide at least three (3) references attesting to the experience described above. References must be from separate contracts or customers and not from the same organization.

D. Preferred References

1. The Department prefers references that demonstrate the Offeror's experience in:
 - a. Managing a certified or accredited correctional-based substance abuse treatment program.
 - b. Managing Screening and Assessments in a community and/or correctional setting.
 - c. Managing a program structure that includes use of a Program Clinical Director, Certified Professional Counselor - Alcohol and Drug, Licensed Clinical Professional Counselor, and Assessment Counselors.

2.6.2 Required Minimum Personnel Experience

The following personnel experience and qualifications are required and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**). The Contractor shall ensure that all personnel assigned to provide services under

this Contract meet or exceed the minimum qualifications outlined below and are in full compliance with all applicable provisions of COMAR and other State licensing requirements.

A. Program Clinical Director-

1. The Contractor shall designate Program Clinical Directors as outlined in Section 2.5.5, Staffing Requirements, who are independent, licensed behavioral health professionals authorized under Maryland law to supervise alcohol and drug treatment services.
2. The Program Clinical Director shall demonstrate prior experience providing clinical oversight within a behavioral health treatment program, preferably serving justice-involved populations.
3. The Program Clinical Director shall hold one (1) of the following Maryland credentials with documented approval to supervise alcohol and drug counselors, as applicable:
 - a. Certified Professional Counselor - Alcohol and Drug (CPC-AD);
 - b. Licensed Clinical Alcohol and Drug Counselor (LCADC);
 - c. Licensed Clinical Professional Counselor (LCPC); or
 - d. Licensed Certified Social Worker - Clinical (LCSW-C).

B. Clinical Supervisors- Clinical Supervisors shall be qualified to provide clinical supervision to IOP/MOUD Counselors in accordance with Maryland law.

1. Clinical Supervisors shall:
 - a. Hold one (1) of the following Maryland credentials with documented approval to supervise alcohol and drug counseling services under COMAR:
 1. Certified Professional Counselor – Alcohol and Drug (CPC-AD);
 2. Licensed Clinical Alcohol and Drug Counselor (LCADC);
 3. Licensed Clinical Professional Counselor (LCPC);
 4. Licensed Certified Social Worker – Clinical (LCSW-C); or
 5. Certified Associate Counselor – Alcohol and Drug (CAC-AD);and
 - b. Demonstrate prior supervisory experience in substance use disorder treatment settings.

C. Screening and Assessors shall possess at a minimum an Associate's Degree in Human Services and/or related field.

D. IOP/MOUD Counselors – The Contractor shall ensure that all IOP/MOUD Counselors, as defined in COMAR 10.47.01.02, meet the applicable qualifications for their positions

and possess the minimum certification or license required under COMAR 10.47.01.06 and COMAR Title 10, Subtitle 58.

1. At a minimum, IOP/MOUD Counselors shall meet one (1) of the following credential levels:
 - a. Alcohol and Drug Trainee (ADT): Entry-level designation of limited duration. Individuals must have a Board-approved alcohol and drug supervisor prior to beginning training. Eligibility requires, at a minimum, an associate's degree from a Board-approved, regionally accredited educational institution in a health and human services counseling field (or a field deemed substantially equivalent), including required coursework. See COMAR 10.58.07.08.
 - b. Certified Supervised Counselor – Alcohol and Drug (CSC-AD): Requires, at a minimum, an associate's degree from a Board-approved, regionally accredited educational institution in a health and human services counseling field (or substantially equivalent), completion of required coursework and internship, supervised clinical experience under a Board-approved supervisor, and successful completion of the NCAC I examination and the Maryland law assessment (MLA), as applicable. See COMAR 10.58.07.07.
 - c. Certified Associate Counselor - Alcohol and Drug (CAC-AD): Requires a bachelor's degree from a Board-approved, regionally accredited educational institution in a health and human services counseling field (or substantially equivalent), completion of required coursework and internship, supervised clinical experience, and successful completion of the NCAC II and Maryland law assessment (MLA). See COMAR 10.58.07.06.
- E. Peer Recovery Specialist (PRS) shall possess at a minimum a CPRS certification through the Maryland Addiction and Behavioral Health Professional Certification Board.
- F. Allied Health Staff (AHS) shall possess at a minimum an Associate's Degree in Human Services and/or related field.

2.6.3 Key Personnel Identified

- A. For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet or exceed the minimum qualifications and licensure requirements set forth in Section 2.6.2 and all applicable COMAR provision. The proposed Key Personnel will be evaluated as part of the Technical Proposal (see the capability of proposed resource evaluation factor from **Section 6.2**)

1. Program Clinical Directors

- B. Any proposed substitution of Key Personnel at any time before or after execution of the Contract shall be in accordance with Section 2.7 of this RFP.

2.6.4 Contractor Personnel Maintain Certifications

- A. Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

2.6.5 Work Hours

Unless otherwise specified, the following work hours' requirements are applicable:

- A. The Contractor shall assign Contractor Personnel to support Department operations between 6:00 am and 11:00 pm, seven (7) days per week, excluding State Holidays.
- B. Contractor Personnel shall be available to provide services outside normal State business hours, including evenings and weekends, as required to support this Contract.
- C. Contractor Personnel shall comply with State-mandated office closures as officially announced by the State of Maryland and shall not be required to report to work during such closures unless otherwise directed by the Department.
- D. On Liberal Leave days, Contractor Personnel shall report to work as scheduled, unless otherwise directed by the Department.
- E. Full-time Contractor Personnel shall work 40 hours per week with starting and ending times approved by the Contract Manager.

2.7 Substitution of Personnel

2.7.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Manager.
- C. The Contractor shall provide at least thirty (30) calendar days' written notice prior to the proposed replacement of any Key Personnel, except in cases of extraordinary personal events. Any proposed replacement must meet or exceed the qualifications of the individual being replaced and is subject to Department approval.

1. Interim coverage for Key Personnel vacancies exceeding ten (10) business days must be approved in writing by the Department and provided by personnel with equivalent credentials.

2.7.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

2.7.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 2.7**.

- A. The Contractor shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Manager with a substitution request that shall include:
 1. A detailed explanation of the reason(s) for the substitution request;
 2. The resume of the proposed substitute, signed by the substituting individual and the Contractor;
 3. The official resume of the current personnel for comparison purposes; and
 4. Evidence of any required credentials.
- C. The Contract Manager may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Manager will notify the Contractor in writing of:
 1. the acceptance or denial, or
 2. contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

2.7.4 Replacement Circumstances

- A. Directed Personnel Replacement

1. The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in Section 2.7.
2. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.
3. Should performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
4. Replacement or substitution of Contractor Personnel under this section 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.
5. If the Contract Manager determines to direct substitution under 2.7, if at all possible, at least fifteen (15) days' advance notice shall be given to the Contractor. However, if the Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
6. In circumstances of directed removal, the Contractor shall, in accordance with this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

1. To replace any Key Personnel in a circumstance other than as described in 2.7, including transfers and promotions, the Contractor shall submit a substitution

request as described in Section 2.7 to the Contract Manager at least thirty (30) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

C. Key Personnel Replacement Due to Sudden Vacancy

1. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section 2.7.
2. Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under Section 2.7 within fifteen (15) days of the actual vacancy occurrence, or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

D. Key Personnel Replacement Due to an Indeterminate Absence

1. If any Key Personnel has been absent from the job for a period of ten (10) days, and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Manager as required under Section 2.7.
2. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager the Contract Manager may, at their sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

2.7.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or Contract termination.

2.8 Supplemental Category of Work Requirements and Responsibilities

See the attached **Professional Services Supplemental** associated with this solicitation.

3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

- A. 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.
- B. Within three (3) Business Days of the NTP for up to sixty (60) days following Contract Commencement, the Contractor's Program Clinical Director(s) shall be required to attend mandatory work initiation conferences, as frequently as weekly, at the DPSCS Reisterstown Office Complex (RPOC), located at 6776 Reisterstown Road, Suite 209 in Baltimore, Maryland with the Department's Contract Manager and Substance Abuse Treatment personnel.
 - 1. At the sole discretion of the Department, a meeting may be conducted virtually or via teleconference.
 - 2. To minimize disruption to services resulting from a change in contractor and to maximize the retention and continuity of institutional knowledge, the Contractor shall begin contacting and interviewing prospective personnel, including successor contractor personnel, no less than thirty (30) days and no more than sixty (60) days prior to the Contract Go-Live Date.
 - 3. Three weeks prior to the Contract Go-Live Date, the Contractor shall email the Contract Manager the resumes and licenses of prospective personnel for the Contractor and any subcontractor(s) that are not identified as part of Key Personnel.
 - 4. The Contract Manager or designee shall review the submitted documentation and must approve all personnel before they can be submitted for the background check process.

3.2 End of Contract Transition

- A. The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on Contractor for a period of up to 60 days prior to Contract end date, or the termination thereof. The State may request that the Contractor provide transition assistance with less than 60 days' notice. Such transition efforts shall include, but not be limited to:
 - 1. Providing additional services and support as requested to successfully complete the transition;
 - 2. Maintaining the services required by the Contract at the required level of proficiency;
 - 3. Providing current operating procedures (as appropriate), and any policies agreed between the Department and the Contractor that were implemented during the course of the Contract.
- B. 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.

- C. The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Manager.
- D. The Contractor shall support end-of-Contract transition efforts with technical and project support to include, but not be limited to:
 - 1. The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent Contract for similar services. The transition period shall begin no more than sixty (60) days before the Contract end date, or Contract extension. The Contractor shall work toward a prompt and timely transition, proceeding per the directions of the Contract Manager. The Contract Manager may provide the Contractor with additional instructions to meet specific transition requirements before the end of Contract.
- E. If the Contractor is not awarded a successor Contract, it shall fully cooperate with the successor contractor to assure a seamless transfer of all information pertaining to this Contract. The Contractor shall, as more specifically directed by the Contract Manager:
 - 1. Provide reasonable access by the successor contractor to the Contractor's personnel between 30 and 60 days before the Contract end date. If less than 30 days of the Contract term remains as of the time a successor Contract is awarded the Contractor shall make special efforts to provide the successor contractor access to its personnel.
 - 2. Transfer all data/databases created under this RFP to the successor contractor as of the end of the final day of the Contract, support the conversion of any DPSCS data from the Contractor's system, and provide the DPSCS data in a universal, electronic file-format compatible for transfer to the system approved by DPSCS, including the system of a successor contractor.
 - 3. As requested by the Department Contract Manager, provide appropriate representation at work initiation meetings between the Department and the successor contractor to help ensure a smooth transition of services.
 - 4. Ensure that no records/documentation that DPSCS is required by accreditation, regulation, law, etc. to maintain in its possession is removed, altered, or destroyed. This requirement includes but is not limited to personnel records relating to credentialing, training, discipline, and time worked, patient records, and records of equipment, supplies and inventory. Electronic correspondence (e.g., e-mails) on any matter related to the Contract, including individual patient care, litigations, and ARPs on the domain of either the Contractor or DPSCS remain the property of DPSCS.
 - 5. Ensure that all required records, reports, data, etc. are current and properly documented in the document management system and available without restriction by the successor Contractor as of the start of the successor Contract.
- F. The Contractor shall ensure that all required Contract closeout activities are timely and properly performed including, but not limited to:
 - 1. Submitting to the Department Post-Contract invoices, including any final invoice with all supporting documents;
 - 2. Delivering to the Department Contract Manager all source codes to software specifically developed for use under the Contract, supplies, equipment, manuals, etc. owned by the Department are delivered to the Department as of the end of the Contract.

- G. Upon termination or the expiration of the Contract Term, the Contractor shall:
1. Return to the State all State data in either the form it was provided to the Contractor, or in a mutually agreed upon format, along with the schema necessary to access such data;
 2. Preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data, or the expiration of three years (“retention period”) from the date of termination or expiration of the Contract Term;
 3. After the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape, and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST) approved methods with certificates of destruction to be provided to the State; and
 4. Prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- H. During any period of service disruption, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Manager.
- I. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

3.3 Invoicing

The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Director, Contract Manager, and other designee as requested for approval.

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 fails to satisfy the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

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

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

3.3.1 Invoice Submission Schedule

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

- A. For Items of work for which there is annual pricing (see **Attachment B**—The Price Form), those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.
- B. Invoices for work performed on a labor hour or time and materials basis shall be submitted on or before the 5th business day of the month following the month in which work was performed.

3.3.2 Labor Hour/Time and Materials Invoicing

All labor hour/time and material invoices shall be accompanied by a timesheet signed by the Contract Manager as described below. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the Contract Manager.

A. Timesheet Reporting

1. Within three (3) Business Days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all Contractor Personnel / employees / resources working under the Contract.
2. At a minimum, each semi-monthly timesheet shall show:
 1. Title: "Time Sheet for <<xxxxx>>";
 2. Issuing company name, address, and telephone number;
 3. For each Contractor employee /resource:
 1. Contractor employee / resource name, and
 2. For each period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th, and 16th through last day of the month.):
 3. Tasks completed that week and the associated deliverable names and ID#s;
 4. Number of hours worked each day;
 5. Total number of hours worked that Period;
 6. Period variance above or below 40 hours;
 7. Annual number of hours planned under the Contract;
 8. Annual number of hours worked to date; and
 9. Balance of hours remaining;

3. Annual variance to date (Sum of periodic variances); and
4. Signature and date lines for the Contract Manager.
5. Time sheets shall be submitted to the Contract Manager prior to invoicing. The Contract Manager's signature on the invoice constitutes authorization to invoice.

3.3.3 Travel Reimbursement

Travel will not be reimbursed under this RFP.

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

It is critical to the success of the Department's programs that the MOUD Counseling and Services required under this Contract be maintained per the agreed-upon schedules and delivered reliably. By submitting a Proposal in response to this RFP, the Offeror acknowledges that the State will incur economic damages if the Contractor fails to meet the obligations outlined in this RFP. It would be impractical and extremely difficult to assess the actual damages sustained by the Department in the event of delays or failures in service, reporting inaccuracies, and staffing deficiencies of Contractor personnel for the scheduled work and provision of services required by this Contract. The Contractor agrees that the Liquidated Damages set forth in this RFP represent a fair, reasonable, and appropriate estimation of damages. The Department and the Contractor, therefore, presume that in the event of any such failure to perform to certain standards, the number of damages which will be sustained will be the amounts outlined in **Appendix 10 – Liquidated Damages**, and the Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty. For amounts due to the Department as liquidated damages, the Department, at its option, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

For 60 calendar days from the NTP, the Department will not assess any of the Liquidated Damages as described in **Appendix 10 – Liquidated Damages**.

Process:

- A. When the Department has identified a deficiency for which it should assess liquidated damages, it shall notify the Contractor in writing of the deficiency (the "Initial Notice").
- B. The Contractor shall provide to the Contract Manager within ten (10) Business Days of the date of the Initial Notice, its written explanation for the deficiency, and if applicable, how the circumstance(s) causing the nonperformance was beyond its control.
- C. The Department may determine whether to assess the liquidated damages without considering the Contractor's response if it has not received the Contractor's explanation within ten (10) Business days.
- D. The Department shall notify the Contractor of each payment adjustment due to the imposition of liquidated damages, and shall provide the Contractor with such evidence as the Department determines is adequate to justify each adjustment.

- E. If the Contractor does not agree with the adjustment or the action taken to obtain the adjustment, the Contractor's sole remedy to resolve the issue is as provided in Section 12 (Disputes) of the Contract.

The Department will audit various information on the Contractor's level of compliance with Contract requirements on a monthly basis. Until the Department has completed an audit of the Contractor's performance for a given month, no liquidated damages will be assessed for that month. Such an audit will involve a review of the Contractor statistics of service activities for which minimum performance standards have been established.

- A. For example, information about the Contractor's performance for the month of July of a given Contract Year likely will be available for review and audit in the later part of the following month of August. The Department's audit of July's performance data likely will then commence in August or September and may take several weeks to complete, including possible time for the Contractor to respond to the Department's requests for additional information before a definitive determination can be made concerning the Contractor's level of performance in all measurement areas for July. Accordingly, it may be September or later before the Department Contract Manager has sufficient information to ascertain whether any liquidated damages should be assessed for July.

Liquidated damages other than MBE are identified in **Appendix 10 – Liquidated Damages**.

3.5 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 Manager 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 Manager or the State which may be allowed by the Contract or applicable law.

3.6 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.7 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, 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 Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

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

3.8 Prompt Payment Policy

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

<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

3.9 Federal Funding Acknowledgement

This Contract does not contain federal funds.

3.10 Conflict of Interest Affidavit and Disclosure

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

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

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

Participation in Drafting of Specifications: Disqualifying Event: Offerors 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 Offeror submitting a Bid in violation of this provision shall be classified as “not responsible.”

3.11 Non-Disclosure Agreement

3.11.1 Non-Disclosure Agreement (Bidder/Offeror)

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

3.11.2 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 Proposal.

3.12 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Offerors 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/>.

3.12.1 Maryland Family and Medical Leave Insurance Act Requirements

Maryland's Department of Labor has published final regulations implementing Maryland's Family and Medical Leave Insurance (FAMLI) program (S.B. 275). All Offerors should be aware of how employers' requirements and employees' benefits under the FAMLI program could affect your potential contract award with the State of Maryland. See <https://paidleave.maryland.gov/employers/>.

3.13 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.

3.14 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:

- A. The following type(s) of insurance and minimum amount(s) of coverage are required:
1. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 2. 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.
 3. 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.
- B. 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.
- C. 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.
- D. Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- E. 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 Manager.
- F. Subcontractor Insurance

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

3.15 Non-Compete Clause Prohibition

The State of Maryland seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of **Section 2.4 Experience and Personnel** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete

restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

4 Proposal Submission Information and Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The RFP, Pre-Proposal Conference (Conference) summary and attendance sheet, Offerors' 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 Manager.

"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-Proposal 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 Proposals. If the solicitation includes an MBE participating goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror'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 RFP 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 RFP, 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 Proposal due date.

- A. Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
- B. 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 Proposal Due (Closing) Date and Time

Proposals must be received by the Procurement Officer no later than the Proposal due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after that date will not be considered. Requests for extension of this date or time shall not be granted.

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

Proposals 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 Proposals.

Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

Potential Offerors 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 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

4.7 Public Information Act Notice

The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers 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 (See also RFP **Section 5.3.2. Table A, Tab B** "Claim of Confidentiality"). This information should be identified by page and

section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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

4.8 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.9 Duration of Proposals

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.10 Revisions to the RFP

- A. All revisions to the RFP before the due date for Proposals will be published in an addendum to the RFP and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It is the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- B. Offerors shall acknowledge receipt of all addenda to this RFP issued before the Proposal due date in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- C. Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- D. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- E. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.11 Cancellations

- A. This RFP may be cancelled as provided in COMAR 21.06.02.02.
- B. The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- C. The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

- D. In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- E. If the services that are the subject of the RFP 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 RFP may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.12 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.13 Protest/Disputes

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

4.14 Offeror Responsibilities

- A. An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work. Offerors must be able to provide all goods and services and meet all of the requirements requested.
- B. 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 RFP (see “Appendix 4 - MBE Participation Goal” and “Appendix 5 - VSBE Participation Goal”).

4.15 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Exhibit 2 – Sample Contract**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror’s Proposal. The State reserves the right to accept or reject any exceptions.**

4.16 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, 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 Offeror 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.

4.17 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 123 Market Place Baltimore, MD 21202. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

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

4.18 False Statements

Offerors 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.

5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

A. Volume I – Technical Proposal

1. Technical Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.

B. Volume II – Financial Proposal

1. Financial Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.

5.2 Proposal Delivery and Packaging

- A. Proposals delivered by courier, postal service, facsimile, or email shall not be considered.
- B. Pricing information shall not be included in the Technical Proposal. Pricing information shall not be included in the media submitted in the Technical Proposal.
- C. Proposals shall only be accepted via the State's internet-based electronic procurement system, eMMA.
- D. The Procurement Officer must receive all electronic Proposal materials by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- E. Offerors shall provide their Proposals in two separate envelopes through eMMA following the Quick Reference Guides (QRG) labeled "5 - eMMA QRG Responding to Solicitations (RFP)" for double envelope submissions.

5.2.1 Two Part (Double Envelope) Submission:

A. Technical Proposal consisting of:

1. Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
2. Technical Proposal in searchable Adobe format, and
3. A second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and

B. Financial Proposal consisting of:

1. Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in PDF format,
2. Financial Proposal in searchable Adobe PDF format,
3. A second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.7**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Only include pricing information in the Financial Proposal (Volume II).

- A. In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . . ; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- B. Attachments, Documents, and Information Required with the Technical Proposal (Table A)

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a **TAB** as detailed below:

Proposal may be rejected if the required Attachment is not submitted, or is inaccurate or incomplete.

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab A		Title Page and Table of Contents The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.
Tab B		Claim of Confidentiality (If Applicable) Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.7 "Public Information Act Notice"). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Otherwise, note under TAB B - "Not applicable".
Tab C	F	Bidder/Offeror Information Sheet https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-Information-Sheet.pdf

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab D		Executive Summary & Acknowledgement of all addenda to this RFP. The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see Section 4.16 "Offeror Responsibilities"). The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Exhibit 2), or any other exhibits, appendices, supplemental, or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. Exceptions to terms and conditions, including requirements, may result in having the Proposal determined to be unacceptable or classified as not reasonably susceptible of being selected for award or the Offeror determined to be not responsible.
Tab E		Minimum Qualifications The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. If references are required in RFP Section 1, those references shall be included in Attachment L.
Tab F		Offeror Technical Response to RFP Requirements and Proposed Work Plan The Offeror shall address each RFP requirement (RFP Section 2) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in Section 2 in order and shall contain a cross reference to the requirement.
		The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP Section 2, Contractor Requirements: Scope of Work . The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
		The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Manager should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in Section 3.5 .
		Non-Compete Clause Prohibition – To evidence compliance with the non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.
		Other information as requested for Tab F in the Supplemental .
Tab G		Experience and Qualifications of Proposed Staff

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in Section 2.6.2 . Specifically, the Offeror shall:
		Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
		Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
		Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). If proposed personnel are included, offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 2.6.3).
		Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
		If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
Tab H		Offeror Qualifications and Capabilities The Offeror shall include information on past experience with similar projects and services including information in support of the Preferred Offeror Experience criteria in Section 2.6.1. The

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information: ● The number of years the Offeror has provided the similar goods and services; ● The number of clients/customers and geographic locations that the Offeror currently serves; ● The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract; ● The Offeror's process for resolving billing errors; and ● An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
Tab I	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 (5) years. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-L.-Reference-Checks.pdf
Tab J	M	List of Current or Prior State Contracts https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-M.-List-of-Current-or-Prior-State-Contracts.pdf
Tab K		Financial Capability. (Submit under TAB K) The Offeror must include in its Bid a commonly-accepted method to prove its fiscal integrity. If available, the Bidder <u>shall include</u> Financial Statements, preferably a Profit and Loss (P&L)

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		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.
Tab L		Certificate of Insurance The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. (The current insurance types and limits do not have to be the same as described in Section 3.14, but would be the required insurance certificate submission for the apparent awardee.)
Tab M	P	<u>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</u> The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror 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 RFP. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-P.-Prime-Contractor-List-of-ALL-Subcontractors.xlsx

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab N	N	Legal Action Summary https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-N.-Legal-Action-Summary.pdf
Tab O		Economic Benefit Factors If Section 6.2.4 Economic Benefit to the State of Maryland are required as an evaluation criterion, see Appendix 8 for guidance.
Tab P	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
	C	Not Applicable
	D	MBE Forms D-1A https://content.govdelivery.com/attachments/MDDGS/2026/08/31/file_attachments/3764502/Attachment%20D-1A%20-%20Effective%209-1-26%20-%20Compressed.pdf IMPORTANT: If this RFP 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 https://procurement.maryland.gov/wp-content/uploads/sites/12/2026/08/Attachment-E-VSBE-Forms-Effective-9-1-26.pdf IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		submitted for each Functional Area or Service Category where there is a VSBE goal.
Tab Q	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	Not Applicable
	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
	J	Not Applicable
	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
	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
	Q	Not Applicable
	R	Corporate Diversity Addendum

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		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>

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

5.4 Volume II – Financial Proposal

TABLE A (Continued) - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Financial Proposal submitted separately from Technical Proposal	B	The Price Form (as specified within eMMA) <u>Do not alter this Price Form</u> or leave blank any items on the Price Form or include additional clarifying or contingent language on or attached to the Price Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the State. The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Form. (See Appendix 2 for specific Price Form Instructions.)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not reasonably susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion has equal weight.

A. Offeror's Technical Response to Requirements and Work Plan

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

Evaluation under this criterion shall include, but not be limited to the following:

- The Offeror's proposed management and administrative structure, as demonstrated through a management/administrative flow chart.
- B. Experience and Qualifications of Proposed Staff
- C. Offeror Qualifications and Capabilities, including proposed subcontractors
- D. Economic Benefit to the State of Maryland (See **Appendix 8. Economic Benefit Factors**)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest price (most advantageous) to the highest price (least advantageous) based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment B - The Price Form.

6.4 Reciprocal Preference

- A. Although Maryland law does not authorize procuring agencies to favor resident Offerors 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:
 1. The Maryland resident business is a responsible Offeror;
 2. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;

3. The other state gives a preference to its resident businesses through law, policy, or practice; and
 4. The preference does not conflict with a federal law or grant affecting the procurement Contract.
- B. The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

Offerors may only perform limited substitutions of proposed personnel as allowed in Section 2.7 (Substitution of Personnel).

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B)

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in **TABLE B - Documents Required upon Notice of Recommendation for Contract Award** 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/12/2026/08/Attachment-D-MBE-Forms-Effective-9-1-26.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 https://procurement.maryland.gov/wp-content/uploads/sites/12/2026/08/Attachment-E-VSBE-Forms-Effective-9-1-26.pdf Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
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	Not Applicable
X	Not Applicable
Y	Date Use Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement.pdf
Z	Monthly Usage Report https://content.govdelivery.com/attachments/MDDGS/2026/02/19/file_attachments/3558746/Attachment%20Z.%20Monthly%20Usage%20Report.xlsx

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

7 RFP Appendices and Exhibits

The Appendices and Exhibits listed below in Tables C and D are reference documents needed to assist the offerors in preparing their proposals 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”.

7.1 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	VSBE Participation Goal
6	Living Wage Requirements
7	N/A
8	Economic Benefit Factors
9	Electronic Transaction Fee
10	Liquidated Damages Schedule (Not MBE)

7.2 Exhibits (Table D)

TABLE D - Exhibits	
Exhibit #	Exhibit Name
1	MBE, VSBE, and SBR Research Factors Template
2	Sample Contract
3	N/A
4	DOC.100.0002 Section 15 (SUDTS)
5	DCD 50-2 Standards of Conduct
6	DOC.185.0002 Administrative Remedy Procedures
7	ADM.050.0029 Personal Appearance Policy
8	MOUD Census
9	N/A
10	Discharge/Transition Summary Form
11	Aftercare Service Plan
12	CCHU Background Screening Memo

13	Vendor Applicant Forms Packet
14	Mental Health Screening Form III
15	SMART TAP Assessment
16	Texan Christian University Drug Screen 5
17	Infectious Disease Education and Risk Reduction
18	Family and Recovery Environment Assessment
19	Brief Addiction Monitor
20	Nicotine Dependency Screening Tool
21	Problem Gambling Severity Index
22	Columbia Suicide Severity Rating Scale
23	Matter of Record
24	Monthly Reports
25	OPS.110.0033 Entrance Procedures
26	Release of Responsibility Form
27	OPS.126.0001 Social Work Manual