



GARRETT COUNTY
HEALTH DEPARTMENT

GARRETT COUNTY HEALTH DEPARTMENT

**WESTERN MARYLAND SCHOOL-BASED HEALTH CENTER
PARTNERSHIP (WMSBHCP) PLANNING CONSULTANT
INVITATION FOR BIDS**

IFB: #2024-0408

ISSUE DATE: March 11, 2024

BID CLOSING DATE: April 8, 2024, 9:00 AM EST

NO BID NOTICE/VENDOR FEEDBACK FORM

To help us improve the quality of County solicitations, and to make our procurement process more responsive and business-friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Western Maryland School-Based Health Center Partnership (WMSBHCP) Planning Consultant
Solicitation No: 2024-0408

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time
- The subject of the solicitation is not something we ordinarily provide
- We are inexperienced in the work/commodities required
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
- The scope of work is beyond our present capacity
- Doing business with the State is simply too complicated. (Explain in REMARKS section)
- We cannot be competitive. (Explain in REMARKS section)
- Time allotted for completion of the Bid/Proposal is insufficient
- Start-up time is insufficient
- Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
- Payment schedule too slow
- Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____

Date: _____

Contact Person: _____

Phone: _____

Address: _____

Email Address: _____

KEY INFORMATION SUMMARY SHEET

Invitation for Bids	Western Maryland School-Based Health Center Partnership Planning Consultant
Solicitation Number:	2024-0408
IFB Issue Date:	March 11, 2024
IFB Issuing Office:	Garrett County Health Department
Procurement Officer: E-mail: Office Phone:	Vickie Weeks vickie.weeks@maryland.gov (240) 226-0022
Bids are to be sent to:	Garrett County Health Department 1025 Memorial Drive Oakland, MD 21550 ATTN: Vickie Weeks
Questions Due Date and Time	March 25, 2024, by 9:00 AM EST
Bid Due (Closing) Date and Time:	April 8, 2024, 9:00 AM EST
Public Bid Opening	April 8, 2024, 9:00 AM EST
Contract Type:	The Contract that results for this Invitation for Bid (IFB) shall be an indefinite quantity contract with fixed price.
Contract Duration:	For a term of 20 weeks beginning April 22, 2024 (or before) and ending on (or before) August 29, 2024.
Primary Place of Performance:	Garrett County and Allegany County, Maryland
Federal Funding:	No

INVITATION FOR BIDS

Western Maryland School-Based Health Center Partnership Planning Consultant

IFB #2024-0408

1. Introduction

- 1.1 The Garrett County Health Department (GCHD) will accept sealed Bids from Bidders to provide consultant services to complete and provide a written report with predefined sections as the result of the completion of a Comprehensive Needs Assessment in Garrett and Allegany Counties, examining issues around the potential development of School-Based Health Centers (SBHC) located at individual school facility locations. The Bidder must be able to provide consultant services to a steering committee that is accountable to both counties and the Maryland Department of Health. This needs assessment will be completed with the assistance of a WMSBHCP Steering Committee to ensure adequate, complete data is obtained to identify the feasibility of developing and implementing Comprehensive Wellness Centers (also known as School-Based Health Centers) within Garrett and Allegany Counties.
- 1.2 Bid documents may be obtained in person from the Garrett County Health Department, Administration Department, 1025 Memorial Drive, Oakland, MD 21550. A copy of the bid documents can also be downloaded from the GCHD website at <https://garretthealth.org/requestforproposals/>. Inquiries may be made by calling (240) 226-0022.
- 1.3 All Bids must be sealed and clearly marked on the outside of the envelope, “Invitation for Bids - Western Maryland School-Based Health Center Partnership (WMSBHCP) Planning Consultant,” and be submitted to the Garrett County Health Department, Administration Department, 1025 Memorial Drive, Oakland, Maryland 21550 on or before Monday, April 8, 2024, at 9:00 A.M. (local time). Public Bid Opening will be April 8, 2024, at 9:00 AM EST. Bidders are required to submit an original and three (3) copies of their Bid at the time of submission.
- 1.4 GCHD reserves the right not to consider any bids received after the time due. All Bids shall be retained as documentation for the procurement file.
- 1.5 Nothing herein is intended to exclude any responsible Bidder or in any way restrain or restrict competition. On the contrary, all responsible Bidders are encouraged to submit Bids. GCHD reserves the right to accept or reject any or all Bids and waive technicalities in any part deemed to be in the best interest of GCHD. GCHD also reserves the right to reject the Bid from a Bidder who has previously failed to perform properly or complete on-time contracts of a similar nature or a Bid from any Bidder whose investigation shows is unable to perform the contract.
- 1.6 Any Bid submitted must be signed by the Bidder submitting the Bid. All Bids submitted without such signature shall be deemed non-responsive and shall not be considered.
- 1.7 As is more fully explained throughout this Invitation for Bid (“IFB”), an award, if made, shall be made to the responsible Bidder, whose Bid is most advantageous to the GCHD, considering cost and evaluation factors.
- 1.8 The GCHD intends to obtain services as specified in this IFB, from a contract between the selected Bidder and the GCHD. The anticipated duration of services under this Contract is twenty (20) weeks. Bidders shall be operational and able to provide services effective April 22, 2024.

2. Minimum Qualifications

- 2.1** The Bidder must have experience completing community needs assessments utilizing a multimodal approach that will permit gathering quantitative and qualitative data. The Bidder must have experience writing reports and business plans reflecting the findings of a completed needs assessment. Please include references to indicate your experience.

3. Scope of Work

3.1 WMSBHCP Comprehensive Needs Assessment definitions.

1. Needs Assessment shall include gathering quantitative and qualitative data from community focus groups in the identified counties.
2. Deliverables include written reports in both PDF and searchable formats as part of the completed needs assessment that includes an executive summary, a comprehensive report of all conglomerated findings, a comprehensive county-level report reflecting the findings obtained with each county level's data, and a proposed business plan prepared at a county level with input and support from the Steering Committee and Project Managers for dissemination to all stakeholders.
3. Qualitative data shall include statements and impressions shared during direct communications with focus group participants to assist in illustrating and defining the intention behind the comments provided during qualitative data collection in all required reports.
4. Quantitative data shall include data that can be manipulated through statistical processes through the required reports.
5. The focus populations of the Comprehensive Needs Assessments include the following groups:
 - Low-Income Students and Families
 - Students and Families who experience Transportation Barriers
 - Uninsured Students and Families
 - Underinsured Students and Families
 - Students and Families covered through Maryland Medical Assistance
 - Students and Families with Chronic Somatic Health or Mental Health Concerns
 - Students and Families experiencing Healthcare Access Barriers
 - Students and Families with Disabilities
 - Students with chronic and special healthcare needs

3.2 Summary

1. GCHD seeks to contract with a Bidder for a Comprehensive Needs Assessment to be completed within both Garrett and Allegany Counties, with services to commence on or before April 22, 2024, and all deliverables to be received on or by September 9, 2024. Bids must reflect costs that include both counties' reporting needs. GCHD intends to award one contract for this bid. The Bid pricing shall include the costs associated with completing the community assessment in both counties, the costs associated with statistical modeling and processing to complete the required written reports, and the presentation of the Comprehensive Needs Assessment and recommendations to the WMSBHCP in August 2024.
2. An identified Steering Committee will provide additional guidance and information as required during the needs assessment process. The project managers or representatives will be available to assist in facilitating data collection from focus groups and securing locations where the focus groups will occur.
3. The Bidder shall guarantee adequate staff and equipment during the needs assessment process to gather the required depth of data to complete the assessment. It is crucial that the Bidder can coordinate potentially multiple events simultaneously depending on the availability of meeting spaces. Participation by the Bidder in person at any identified focus group will be dictated by technological resources available at any given site where a focus group is to be held. Every effort will be made to minimize the number of in-person events unless the Bidder experiences undue hardship by in-person participation. In-person participation is preferred. However, costs associated with travel can increase costs considerably, and efforts to reduce project costs will be implemented.

4. A Bidder, either directly or through its GCHD-approved subcontractor(s), must be able to provide all goods and services and meet all the requirements requested in this solicitation, and the successful Bidder (the Contractor) shall remain responsible for Contract performance whether the service is performed by the Contractor or with the assistance of GCHD approved subcontractor participation in the work.

3.3 Funding

Funding for this project will come from the Maryland Department of Health, Prevention and Health Promotion Administration and the Bureau of Maternal Child Health.

3.4 Background

School-Based Health Centers (SBHCs) and Identified Outcomes from SBHCs that can assist the Western Maryland Region of Garrett and Allegany Counties with similar benefits.

1. SBHCs are independent entities located either within or on the property of local schools to service the needs of the school population.
2. SBHCs are developed and implemented according to the needs of each individual school, local education agency, and community composition with no two locations being the same except for the provision of care for an identified healthcare need through its services.
3. SBHC services can be provided by a multitude of service organizations and professionals including health systems, Federally Qualified Health Centers (FQHC), local health departments, and community organizations.
4. The SBHCs services can be provided by physicians, nurse practitioners, physician assistants, counselors, psychologists, nurses, outreach workers, dentists, and hygienists in addition to any other clinical service needs identified by the stakeholders.
5. Positive outcomes that have been achieved through the SBHC model are found both in the educational realm and the health realms.
6. Some improvements in the educational realms have included improved attendance, improved educational attainment, improved graduation and secondary education rates, lower dropout rates, and fewer children identifying as disengaged or feeling isolated among peers.
7. Health outcomes associated with SBHCs include individual and population health benefits including improved chronic disease management, improved contact with primary care providers, reduced emergency room visits, improved immunization rates, lower adolescent birth rates, decreased rates and severity of chronic disease in both students and families, improved mental health, and reduced substance use rates in the community.
8. Social Determinants of Health (SDOH) improvements are found through improved access to care, reduced difficulties with meeting transportation needs, reduced impact on family financial situations, improved insurance coverage, improved health literacy, and improved feelings of connection to school and community.
9. Currently, neither Garrett nor Allegany County has an SBHC located in any of the schools.
10. The two extreme western Maryland counties have some of the highest health disparities in the state of Maryland due to the SDOH and healthcare inequities experienced by both communities

3.5 Contractor Requirements and Deliverables:

The Contractor shall:

1. Participate in a kick-off meeting with the Steering Committee on or before the projected start date to complete introductions and reaffirm the intent of this project.
2. Assess the currently available community resources, infrastructure, and data.

3. Provide availability to complete focus group sessions within both counties. Identified focus groups will include local school system professionals and administrators from each county, local healthcare organizations and providers from each county, local community organizations from each county, parents, and school students at five separate locations in each county, local government and community leaders from each county, and public health entities from each county.
4. Complete a needs assessment that clearly defines the state of the focus population's barriers, strengths, concerns, and service gaps and needs identified through various focus groups. This will result in 20 separate focus group discussions.
5. Identify the services most needed for the target populations to reduce health and educational equity barriers.
6. Identify potential service models and partners that could assist in meeting the needs identified in both counties that have received positive responses and reactions from the focus groups.
7. Identify community collaboratives that are present or could be developed to ensure adequate resources to meet the identified needs of each county.
8. Through the written deliverables, provide a comprehensive evaluation of the data, and identify at the county level the strengths, weaknesses, opportunities, and perceived threats or concerns identified during the various focus group discussions related to various service locations, service models, and potential strategies for improvement. This should include potential solutions to the identified concerns, barriers, and threats through conversation threads in focus groups that could be utilized to increase the community's willingness to accept the conceptual idea of services provided at a school through outside organizations assisting in improving health and educational outcomes in the students and families. The report should identify potential community champions who could work to build connections in the community to support identified strategies for implementation to meet the identified needs. Identify potential detractors or challengers to any future programs or projects to increase the comfort or willingness to accept any proposed changes to meet the identified needs.
9. Complete the assessment through the Social Determinants of Health (SDOH) lens and ensure that data gathered and interactions are completed in an inclusive and equitable fashion observing accommodations for those individuals with special needs.
10. Consider health equity a key indicator besides the SDOH barriers.
11. Assist the Steering Committee and Project Managers in completing a comprehensive business plan and implementation plan with a timeline for FY 2025 to mitigate the identified service gaps and needs. *A sample business plan recommended by the National School-Based Health Alliance will be provided upon request.*
12. Provide a cost analysis to be included in the final report that illustrates the potential economic benefits and projected impact on all community partners, i.e., Local Education Agencies, Local Governments, local healthcare systems, and individual providers.
13. Provide all data sources which shall be included in a bibliography accompanying the final report.
14. Not use subcontractors to complete the project unless clearly defined in the original bid. All subcontractors identified for use in the project shall be qualified to be eligible Contractors of the GCHD and the State of Maryland and must provide proof that they are eligible and in good standing before completing any identified services for this project.

3.6 Unallowable Costs:

1. Request for budget modifications to request additional funds to complete the agreed-upon project.

2. The Contractor shall only include costs for completing the needs assessment and final reports as identified in the original requirements and deliverables.

3.7 Workforce/Personnel Requirements:

The Contractor shall:

1. Provide services, including personnel responsible for the services in compliance with all applicable City, County, Maryland Department of Health (MDH), State, and federal regulations regarding licensing and certification of personnel.
2. Not deny any participants interested in giving input during a focus group activity which may limit their input for any reason.
3. Identify one primary contact and one secondary contact for availability during the completion of this project.
4. Identify the composition of the planned team member(s) that will be involved in the completion of the project.
5. Provide documentation of a clear background check for any individual who will be participating in the project. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and provide the Contract Monitors with completed checks on personnel assigned to work under the Contract prior to assignment. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The Contractor may not assign an individual whose background check reflects any criminal activity to work under this Contract. The Contractor shall have a policy in place, shared with the GCHD, which allows for the review and continuous monitoring of their active employees. The policy shall include the procedure for handling any identified project individual who obtains a new violation during the term of the contract and the disciplinary steps that may ultimately end in a termination of employment.
6. Provide an organizational chart outlining Personnel and their related duties to assist the Contract Monitor. The Contractor shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated to resolve any issues promptly.
7. Identify the location(s) from which it proposes to provide services, including any current facilities that they operate. They shall provide documentation that they maintain a permanent place of business and have had at least three (3) successful years providing services associated with needs assessments across diverse populations.
8. Provide documentation on the number of clients/customers and geographic locations the Contractor currently serves.

3.8 Reporting Requirements:

The Contractor shall:

1. Assess all available community data to identify the critical metrics that should be considered when developing the necessary quantitative and qualitative data collection methods for project completion. Identify the resources utilized as the basis for identifying the data to be collected during the project. The Steering Committee and Project Managers will assist in identifying the locations of this data.
2. Provide a monthly report that addresses current barriers and difficulties identified affecting the completion of the needs assessment that the Steering Committee or Project Managers may be able to assist in mitigating.
3. Provide a written report and accompanying data as outlined in the deliverables.

4. Assist in developing a Comprehensive Business Plan based on the findings of the Comprehensive Needs Assessment as outlined in the deliverables.
5. Provide a presentation to the Steering Committee and stakeholders upon project completion that demonstrates how the Contractor met the requirements of the Bid.

3.9 Legal Requirements:

The Contractor shall:

1. Comply with all the terms of the Federal Wage and Hour Act, all local and Federal laws, rules, and regulations, and specifically, rules applying to the employment of minors, the Executive Order 11246 (Equal Opportunity) and the Occupational Safety and Health Act of 1970. The Contractor shall be responsible for all administration costs, payroll, Federal and Maryland taxes, unemployment compensation, and insurance.
2. Comply with all applicable laws and copyright provisions in utilizing outside data in the Comprehensive Needs Assessment project. The Contractor shall provide documentation of compliance upon the request of the GCHD.
3. Be licensed to do business in Maryland, be in good standing with the State Department of Assessments and Taxation (SDAT), and have an SDAT number.
4. Provide proof of all current licenses (if applicable) required by federal or State laws.
5. Provide evidence of adequate insurance coverage based on industry and GCHD standards.
6. Provide written policies and procedures that describe all aspects of the operations and address all operational requirements by state or federal law. (if applicable)

4. Contractor Requirements: General

4.1 Contractor Initiation Requirements

Contractor shall schedule and hold a kickoff meeting within 10 business days of the Notice to Proceed Date. At the kickoff meeting, the Contractor shall furnish all the required documentation to include the following:

Forms that can be obtained from GCHD website:

- Purchasing Preference Affidavit (Attachment B) (if applicable)
- Bid/Proposal Instructions & Form (Attachment B-1)
- Bid/Proposal Affidavit (Attachment C)
- Conflict of Interest Affidavit and Disclosure (Attachment F)
- Non-Disclosure Agreement (Contractor) (Attachment G)
- Bidder/Offeror Information Sheet (Attachment H)
- Contract Affidavit (Attachment J)
- Contract (Attachment M) (Will be created by the Procurement Officer and sent to the Contractor)

Contractor shall provide the following:

- Proof of Insurance
- Policy and procedure plans
- Problem Escalation Procedure along with organizational chart
- Form W-9 Request for Taxpayer Identification and Certification
- Proof of all current required licenses, if applicable
- Criminal Background Check Affidavit (Attachment L) (attached)

4.2 End of Contract Transition - N/A

1. The Contractor shall provide transition assistance as requested by the GCHD to facilitate the orderly transfer of services to the GCHD or a follow-on contractor, for a period of up to sixty (60) days prior to Contract end date, or the termination thereof. Such transition efforts shall consist of:
 - a. Provide additional services/support to successfully complete the transition;
 - b. Maintain the services of the Contract at the required level of proficiency;
 - c. Provide update/current System Documentation and operating procedures.
2. This Contract Transition will be coordinated by the GCHD Contract Monitor.

4.3 Return and Maintenance of GCHD Data - N/A

1. Upon termination or the expiration of the Contract Term, the Contractor shall:
 - a. Preserve, maintain, and protect all GCHD data until the earlier of a direction by the GCHD to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term;
 - b. After the retention period, the Contractor shall securely dispose of and permanently delete all GCHD 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 GCHD; and
 - c. Prepare an accurate accounting from which the GCHD 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.
2. During any period of service suspension, the Contractor shall maintain all GCHD data in its then existing form, unless otherwise directed in writing by the Contract Monitor.

3. In addition to the foregoing, the GCHD shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

4.4 Invoicing

1. All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All Invoices shall include the following information:
 - 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. Detailed listing of goods or services provided;
 - h. Amount due; and
 - i. Any additional documentation required by State/County regulation or the Contract.
2. GCHD reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide GCHD with all required deliverables within the time frame specified in the Contract or if the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Late or incomplete services will result in the Contractor being charged back (reduced payment) for the services not completed as agreed to. If all project deliverables are not received before September 9, 2024, the consultant will be billed a 50% recovery fee.
3. The State/County 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.
4. 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.
5. The Contractor shall submit all invoices for services on or before the last day of the June (June 30, 2024) to:

Garrett County Health Department,
1025 Memorial Drive,
Oakland, MD 21550,
Attention: Heather Cooper
Personal Health Director

6. Payment shall be made within forty-five (45) calendar days from receipt of the invoice by the GCHD. The GCHD shall pay at the rates specified on the Bid Form for services satisfactorily rendered and approved by the GCHD.

4.5 Invoice Submission Schedule

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

The Contractor shall bill the GCHD at a minimum monthly, certifying thereto that the work and services have been performed, that payment for said work has not been received, and that the amount

specified is due and owing.

For the purposes of the Contract an amount shall not be deemed due and payable if:

- a. The amount invoiced is inconsistent with the Contract;
- b. The invoice has not been received by the party or office specified in the Contract;
- c. The invoice or performance is in dispute, or the Contractor has failed to otherwise comply with the provisions of the Contract;
- d. The item or services have not been accepted;
- e. The items or services do not meet the quality requirements of the Contract;
- f. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer concerning performance under the Contract and compliance with its provisions.

4.6 Insurance Requirements

1. 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:

The following type(s) of insurance and minimum amount(s) of coverage are required:

- Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$2,000,000 annual aggregate.
 - 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 five hundred thousand dollars (\$500,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed. **NA**
 - Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland in the event of travel associated with the completion of the project. **NA**
2. The successful Contractor will be required to provide a Certificate of Insurance for Errors and Omissions/Professional Liability in the amount outlined in the Insurance Table. This certificate is required at the Kickoff Meeting, and will be retained by:

Jennifer Hare, Grant Manager
Garrett County Health Department
1025 Memorial Drive
Oakland, MD 21550
 3. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Procurement Officer receives a notice of non-renewal, the Contractor shall provide the Procurement Officer with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect.
 4. All insurance policies shall be with a company licensed by the State to do business.
 5. The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within ten (10) Business Days from notice of

recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

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

4.7 Criminal Background Check

1. A criminal background check for any Contractor Personnel shall be completed prior to each Contractor Personnel providing any services under the Contract.
2. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel. At a minimum, these checks must contain convictions and probation before judgment (PBJ) pleadings within the State of Maryland. This check may be performed by a public or private entity.
3. The Contractor shall provide certification to the GCHD that the Contractor has completed the required criminal background check described in this IFB for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
4. Criminal Background Affidavit (Attachment L) is provided at the end of this IFB.
5. The Contractor may not assign an individual whose background check reflects any criminal activity to work under this Contract. The Contractor shall have a policy in place which allows for the review and continuous monitoring of their active employees. The policy shall include the procedure for handling any identified project individual who obtains a new violation during the term of the contract and the disciplinary steps that may ultimately end in a termination of employment.

4.8 Security Requirements

1. Data Protection and Controls - N/A

Contractor shall comply with the MDH Data Use Policy and assist in the Strategic Data Initiative Team review of the agreement.

4.9 Problem Escalation Procedure

1. The Contractor must provide and 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 GCHD within appropriate timeframes.
2. The Contractor shall provide contact information to the Contract Monitor, as well as to other GCHD personnel as directed should the Contract Monitor not be available.
3. The Contractor shall provide the PEP 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 PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
 - a. The process for establishing the existence of a problem;
 - b. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - c. 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;
 - d. Expedited escalation procedures and any circumstances that would trigger expediting them;

- e. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the GCHD;
 - f. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - g. A process for updating and notifying the Contract Monitor of any changes to the PEP.
4. Nothing in this section shall be construed to limit any rights of the Contract Monitor or the GCHD which may be allowed by the Contract or applicable law.

5.0 Procurement Instructions

5.1 Questions:

1. All questions relating to the IFB shall be submitted in writing via e-mail to the Procurement Officer at least ten (10) days prior to the Bid due date or no later than the date and time specified on the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.

Procurement Officer
Vickie Weeks
vickie.weeks@maryland.gov
(240) 226-0022

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

5.2 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Bid Method.

5.3 Bid Timeline (also referred to in the Key Information Summary Sheet)

<u>STEPS TO COMPLETION</u>	<u>COMPLETION DATE</u>
IFB Issued	March 11, 2024
Question Deadline	March 25, 2024 at 9:00 AM
Bid Submission Deadline	April 8, 2024 at 9:00 AM
Public Bid Opening	April 8, 2024 at 9:00 AM
Complete Evaluation of Bids	April 11, 2024
Letter of Award Disbursed	April 11, 2024
Work to Begin	April 22, 2024

1. Bids must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet to be considered.
2. Requests for an extension of this date or time shall not be granted.
3. Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Bids received after the due date and time listed in the Key Information Summary Sheet will not be considered.

4. Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth on the Key Information Summary Sheet for receipt of Bids.
5. Bids may not be submitted by e-mail or facsimile. Bids will be opened publicly at the date and time indicated on the Key Information Summary Sheet.
6. Potential Bidders not responding to this solicitation are requested to submit the “No Bid Notice/Vendor Feedback” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).
7. All information required by the Invitation to Bid must be supplied to constitute a proper Bid. GCHD will not be responsible for the premature opening of Bids if not properly addressed or identified.

5.4 Multiple Award: - N/A

5.5 Receipt, Opening and Recording of Bids

1. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the GCHD may not disclose the identity of any Bidder.
2. Bids shall be opened publicly at the time, date and place designated in the IFB Key Information Summary Sheet. The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of bid opening.

5.6 Award Basis

1. A Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable bid price or most favorable evaluated bid price for providing the goods and services as specified in this IFB. Bidders must bid on all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation.
2. Award of this contract will not be final and complete until after:
 - a. The Contractor submits complete and satisfactory documentation required under the Contract and/or documentation (Reference Section 4.1 above) required by the Procurement Officer; and
 - b. The Contract is signed by the Department following any required approvals of the Contract if such approval is required.

5.7 Tie Bids

If two or more Bidders submit identical Bids and are equally qualified, the decision of the GCHD to make an award to one or more of such Bidders shall be final. Selection may be made by drawing lots.

5.8 Bids Binding 90 days

Unless otherwise specified all formal Bids submitted shall be binding for ninety (90) calendar days following Bid opening date, unless the Bidder, upon written request to the GCHD, agrees to an extension.

5.9 Revisions to the IFB

1. If the IFB is revised before the Bid due date, the GCHD shall provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB.
2. Acknowledgment of the receipt of all addenda to this IFB, issued before the Bid due date shall accompany the Bid, or in the manner specified in the addendum notice.

3. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not reasonably susceptible of being selected for award.

5.10 Cancellations

The GCHD reserves the right to cancel this IFB, accept or reject all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.

5.11 Incurred Expense

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

5.12 Bid Protest

1. For this Section, the following words have the meanings indicated:
 - a. Interested party means an actual or prospective Bidder, Offeror, or Contractor that may be aggrieved by the solicitation or Award of a Contract, or by the protest.
 - b. Protestor means any actual or prospective Bidder, Offeror, or Contractor who is aggrieved in connection with the solicitation or the Award of a Contract and who files the protest.
 - c. Filed means receipt in the GCHD Office of Procurement.
2. An Interested Party may protest to the GCHD Office of Procurement the Award or the Proposed Award of a Contract for supplies, services, or construction. The protest shall be in writing and addressed to the GCHD Office of Procurement. Protests based upon alleged improprieties of any type in solicitations which are apparent before Bid opening or the closing date for receipt of initial bids shall be filed prior to said closing date, all other cases Bid protests shall be filed no later than seven (7) calendar days after the basis for protest is known or should have been known, whichever is earlier. Any protest filed after the time limit prescribed above shall not be considered.
 - a. The written protest shall include as a minimum the following:
 - 1). The name and address of the Protestor.
 - 2). Appropriate identification of the procurement, and if Contract had been awarded, its number, if known.
 - 3). A statement of reasons for the protest.
 - 4). Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.
3. The GCHD Office of Procurement shall submit a copy of the protest to the Health Officer upon receipt of the protest.
 - a. Any additional information requested of the Protestor by the GCHD shall be submitted within five (5) days after receipt of notification to expedite consideration of the protest. Failure to comply with the request for information by the GCHD may result in a resolution of the protest without consideration of any information, which is untimely filed pursuant to such request.
4. Upon written request, the GCHD shall make available to any interested party information submitted that bears on the substance of the protest except when information is proprietary or otherwise permitted or required to be withheld by law or regulation.
5. A decision on a protest shall be made by the Health Officer in writing as expeditiously as possible after receiving all relevant, requested information. Before issuance, the decision of the Health Officer shall be reviewed by the Garrett County Department of General Services.

- a. Should the Protestor disapprove of the Health Officer's decision, they may appeal the decision to the County Commissioners within seven (7) days after receipt of the decision. All information used to support the protest and the decision of the Health Officer shall be made available to the County Commissioners.
6. A written decision on the protest shall be made expeditiously by the Garrett County Commissioners and deemed the final action on the protest.

5.13 Award or Rejection of Bids:

1. In determining responsibility, the following other qualifications, in addition to price, will be considered by the GCHD.
 - a. The ability, capacity, and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
 - c. The quality of performance of previous Contracts or services.
 - d. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
 - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
 - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract.
 - h. Whether the Bidder is in arrears to the State of Maryland, Garrett County, or the GCHD on a debt or Contract or is a defaulter on surety to the State, Garrett County or GCHD.

5.14 Bidder Responsibilities/Compliance with Law/Arrearages

1. Bidders must be able to provide all goods and services and meet all the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any GCHD approved subcontractor participation.
2. All GCHD approved subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bid.
3. Before a business entity can do business in the State/County, it must be registered with the State Department of Assessments and Taxation (SDAT). It is strongly recommended that any potential Bidder complete registration prior to the Bid due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.
4. By submitting a Bid in response to this IFB, the Bidder, if selected for an award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract. Be current and in compliance with employee benefits and licensing requirements of Garrett County; and, if a Corporation conducting business in Garrett County or the State of Maryland, shall be registered and in "Good Standing" with the Maryland State Department of Assessment and Taxation, and shall not become so in arrears during the term of the Contract.

5.15 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract. Any exceptions to this IFB or the Contract

must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

5.16 False Statements

1. 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.
 - c. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
2. A person may not aid or conspire with another person to commit an act under **Section 5.16.1**.
3. 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.

5.17 Payments by Electronic Funds Transfer

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

1. Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
2. 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

6.0 Bid Format

6.1 One Part Submission

Each Bidder shall submit its Bid within a single sealed package.

6.2 Labeling

Each Bidder is required to label the sealed Bid with the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids on the outside of the package.

6.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form. The Bidder shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Form. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the GCHD.

6.4 Required Bid Submission

A Bidder shall include the following with its Bid:

1. **Bid Form & Signature Sheet.**
2. **Acknowledgement** of all addenda to this IFB.
3. **Minimum Qualifications Documentation.** The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in IFB **Section 2**. If references are required in **IFB Section 2**, those references shall be submitted in this section and shall contain the information described in **Section 2**.
4. **References.** At least three (3) references are requested from bidders who can document the Bidder's ability to provide the goods and services specified in this IFB. References used to meet any Minimum Qualifications (see IFB **Section 2**) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided goods and services and shall include the following information:
 - a. Name of client organization;
 - b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
 - c. Value, type, duration, and description of goods and services provided.

The GCHD reserves the right to request additional references or utilize references not provided by the Bidder. Points of contact must be accessible and knowledgeable regarding Bidder performance.

5. List of Current or Prior State Contracts.

Provide a list of all contracts with any entity of the State of Maryland or County for which the Bidder is currently performing goods and services or for which services have been completed within the last three (3) years. For each identified contract, the Bidder is to provide:

- a. The State/County contracting entity;
- b. A brief description of the goods and services provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State/County employee contact person (name, title, telephone number, and, if possible, e-mail address); and

- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State/County contracts will be used by the Procurement Officer to determine the responsibility of the Bidder and considered as part of the experience and past performance evaluation criteria of the IFB.

6. Financial Capability.

The Bidder must include in its Bid a commonly accepted method to prove its fiscal integrity. If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

7. GCHD Approved Subcontractors.

The Bidder shall provide a complete list of all GCHD approved subcontractors that will work on the Contract if the Bidder receives an award. This list shall include a full description of the duties each GCHD approved subcontractor will perform and why/how each GCHD approved subcontractor was deemed the most qualified for this project.

8. Legal Action Summary.

This summary shall include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
- c. A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- d. In instances where litigation is ongoing and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

6.5 Delivery

1. Bidders may either mail or hand-deliver Bids.
2. For U.S. Postal Service deliveries, any bid that has been received at the appropriate mailroom, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the GCHD recommends that it use Express Mail, Priority Mail, or Certified Mail or another form for which both the date and time of receipt can be independently verified by the GCHD.
3. Hand-delivery includes delivery by commercial carrier acting for the Bidder. For any type of direct (non-mail) delivery, a Bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

7.0 Bid Evaluation and Award

7.1 Bid Evaluation Criteria

The Bid will be evaluated based on the lowest Total Bid Price. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price on the Bid Form & Signature Sheet as submitted.

7.2 Local Preference Program

The Board of County Commissioners have duly adopted Resolution No. 2006-11 establishing a local preference program. If the State or political subdivision in which a nonresident firm is located gives an advantage to its resident businesses, the County Commissioners may give an identical advantage to the lowest responsive and responsible bid from a local firm over that of the nonresident firm. An advantage may include a percentage preference, an employee residency requirement, or any other provision that favors a local firm over a nonresident firm. All nonresident firms are required to complete and submit the Purchasing Preference Affidavit as part of its bid submission. The provisions of this Resolution are intended to repeal Resolution No. 5-4-99.

7.3 Award Determination

The award will be made to the responsible Bidder who submits to the GCHD the responsive Bid that has the lowest Total Bid Price.

7.4 Documents Required upon Notice of Recommendation for Contract Award

1. Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within ten (10) business days, unless noted otherwise. Submit one (1) copy of each of the following documents at the Contract Initiation Kickoff Meeting:
2. Refer to **Section 4.1.** for the complete list.

Insurance Requirements for the Garrett County Health Department

General Liability Insurance: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations and, if necessary, **Commercial Umbrella Insurance** .

Minimum Limits

\$1,000,000	Each Occurrence
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal Injury and Advertising Injury
\$2,000,000	Annual Aggregate
\$1,000,000	Fire Damage
\$5,000	Medical Expense Each Person
\$100,000	Medical Expense Each Occurrence

Automobile Liability Insurance: Coverage sufficient to cover owned, hired and non-owned coverage, including bodily injury, per person and occurrence and property damage per occurrence.*

Minimum Limits

\$1,000,000	Combined Single Limit
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**Required for all contracts EXCEPT architectural design, review and/or engineering services and planning, research and/or policy projects.*

Statutory Workers Compensation and Employer's Liability Insurance: Workers Compensation Coverage shall meet statutory limits as required by the State of Maryland or other applicable laws and Employers' Liability Insurance as follows.*

Minimum Limits

\$500,000	Each accident for bodily injury by accident
\$500,000	Policy limit for bodily injury by disease and
\$500,000	Each employee for bodily injury by disease

**Workers' Compensation and Employer's Liability Insurance is required for all contracts who has employees or subcontractors.*

Professional Liability Insurance: Coverage for errors, omissions, and negligent acts per claim and aggregate, with one year discovery period.*

Minimum Limits

\$1,000,000	Each Occurrence
\$5,000	Deductible

**Required for all Professional Service Contracts ONLY including but not limited to architectural design, review and/or engineering services.*

Pollution Liability Insurance: Coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions.*

Minimum Limits

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate

**Required for contracts with remedial hazardous material operations.*

Builders Risk Insurance: Coverage equal to the full value of project*

**Required for all property construction projects*

ATTACHMENT L – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ Business Name or Owner or title (if applicable) _____ and the duly authorized representative of _____ Contractor _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that _____ (Contractor or individual) _____ has complied with Section 4.7, Criminal Background Check requirement of the Western Maryland School-Based Health Center Partnership (WMSBHCP) Planning Consultant IFB.

I hereby affirm that the _____ (Contractor or individual) _____ has provided the GCHD with a summary of the security clearance results for the bidder that will be working on Solicitation Number IFB 2024-0408 and this bidder has successfully passed all of the background checks required under Section 4.7 of the WMSBHCP IFB. The Contractor hereby agrees to provide security clearance results for any additional staff at least ten (10) days prior to the date the bidder commences work on this Contract.

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

Contractor or Individual

Typed Name

Signature

Date

Submit within 10 days of NTP