



**GARRETT COUNTY**  
HEALTH DEPARTMENT

**GARRETT COUNTY HEALTH DEPARTMENT**

**MEDICAL ASSISTANCE TRANSPORTATION FOR ELIGIBLE &  
QUALIFIED GARRETT COUNTY PARTICIPANTS - AMBULATORY &  
WHEELCHAIR  
INVITATION FOR BIDS**

**IFB: #24-0701**

**ISSUE DATE: June 05, 2024**

**BID CLOSING DATE: July 1, 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: Medical Assistance Transportation For Eligible & Qualified Garrett County Participants - Ambulatory & Wheelchair Solicitation No: 24-0701**

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:

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**Vendor Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Email Address:** \_\_\_\_\_

## KEY INFORMATION SUMMARY SHEET

<b>Invitation for Bids</b>	Medical Assistance Transportation For Eligible & Qualified Garrett County Participants - Ambulatory & Wheelchair
<b>Solicitation Number:</b>	24-0701
<b>IFB Issue Date:</b>	06/05/2024
<b>IFB Issuing Office:</b>	Garrett County Health Department
<b>Procurement Officer:</b> <b>E-mail:</b> <b>Office Phone:</b>	Vickie Weeks vickie.weeks@maryland.gov (240) 226-0022
<b>Bids are to be sent to:</b>	Garrett County Health Department 1025 Memorial Drive Oakland, MD 21550 ATTN: Vickie Weeks
<b>Questions Due Date and Time</b>	June 17, 2024 by 9:00 AM EST
<b>Bid Due (Closing) Date and Time:</b>	July 1, 2024 9:00 AM EST
<b>Public Bid Opening</b>	July 1, 2024 9:00 AM EST
<b>Contract Type:</b>	The Contract that results for this Invitation For Bid (IFB) shall be an indefinite quantity contract with fixed unit price.
<b>Contract Duration:</b>	For a term of eleven months beginning August 1, 2024 and ending on June 30, 2025 with an option for up to (2) two (1) one year renewal terms.
<b>Primary Place of Performance:</b>	Garrett County
<b>Federal Funding:</b>	Yes

# INVITATION FOR BIDS

## MEDICAL ASSISTANCE TRANSPORTATION FOR ELIGIBLE & QUALIFIED GARRETT COUNTY PARTICIPANTS-AMBULATORY & WHEELCHAIR

IFB #24-0701

### 1. Introduction

- 1.1 The Garrett County Health Department (GCHD) will accept sealed Bids from Bidders to provide transportation services for all Garrett County residents who are actively enrolled in full benefit Medicaid and are qualified for Medical Assistance transportation through a grant from the Maryland Department of Health. The Bidder must be able to provide transportation services for all Garrett County residents who are eligible and qualified for Medical Assistance transportation, for ambulatory and/or wheelchair trips, either by the vendor or through a GCHD approved subcontractor. Bidders may bid on either service or both services at their discretion. Services are required for **non-emergency** transports to sites including physician offices, laboratories, outpatient clinics, hospitals, pharmacies, dental clinics and other medical facilities or destinations for the purpose of accessing a Medicaid covered service.
- 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 - Medical Assistance Transportation For Eligible & Qualified Garrett County Participants - Ambulatory & Wheelchair" and be submitted to the Garrett County Health Department, Administration Department, 1025 Memorial Drive, Oakland, Maryland 21550 on or before the close of business Monday, July 1, 2024, at 9:00 AM (local time). Public Bid Opening will be Monday, July 1, 2024 at 9:00 AM EST. Submission may be made via mail, or in person. 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 to not 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 to waive technicalities in any part thereof deemed to be in the best interest of the 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, which investigation shows is not in a position 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, taking into consideration cost and evaluation factors. **Multiple awards may be made** to any or all responsive, responsible Bidders.
- 1.8 It is the GCHD's intention to obtain services as specified in this IFB, from a Contract between the selected Bidder and the GCHD. The anticipated duration of services to be provided under this Contract is eleven months with two (2) single year renewal options. Bidders shall be operational and able to provide services effective 8/1/2024.

## **2. Minimum Qualifications**

- 2.1** The Contractor shall 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 two (2) successful years of experience in providing transportation services.
- 2.2.** The Contractor shall provide documentation to the number of clients/customers and geographic locations that the Contractor currently serves.

## 3. Scope of Work

### 3.1 Ambulatory and Wheelchair Transportation Service definitions:

1. Ambulatory Transportation shall mean the transportation of clients who are able to walk with or without an assistive device and/or the assistance of an aide and is a curb to curb service. Participants who require a wheelchair, but are able to transfer from a wheelchair to a vehicle may be transported in an appropriate vehicle, with the contractor stowing the wheelchair for the client.
2. Wheelchair transportation shall mean the transportation of clients who require a wheelchair to move from place to place, whether independently or with assistance, and is a curb to curb transport.
3. All transports are pre-authorized by the GCHD for the participant and their adult attendant when authorized by the GCHD.

### 3.2 Summary

1. GCHD seeks to contract for Medical Assistance, Ambulatory and Wheelchair Transportation Services to begin on August 1, 2024 through June 30, 2025. Bids may be for either or both services needed and should be broken down by type of transport. GCHD intends to award at least two contracts from this Bid. The Contractor Bid pricing shall include a per person base rate, and a per mile rate. Mileage shall not be billed for more than one NEMT Program participant in a vehicle at the same time. **NEMT will only pay for loaded miles.**
2. Ambulatory and wheelchair transportation services shall be provided from curb of origin, if required by client, to curb of receiving facility. However, due to inclement weather or unusual circumstances, such as a broken elevator, the driver shall assist the client to the curb, or to the client residence. In transporting the client to the medical provider, the driver shall make certain that it is the correct address and that the establishment is open before dropping off the client.
3. The Bidder shall guarantee adequate staff and equipment available in Garrett County to handle the transportation needs of the Medicaid transportation clients. It is crucial that the Contractor be able to maintain a timely schedule for the clients' medical appointments. Late pickups and returns will not be tolerated under this contract.
4. A Bidder, either directly or through its GCHD approved subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance whether operated 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, Office of Long Term Services and Supports, Division of Community Support Services.

### 3.4 Background

#### **Prior Contract Number of Transports:**

The **actual** number of transports, each leg of the trip is noted as a single transport, made during July 1, 2023-March 31, 2024 were the following:

Wheelchair single passenger transports: 875 for 15,437 miles  
Wheelchair shared transports: 12 for 136 miles  
Ambulatory single passenger transports: 2,566 for 56,526 miles  
Ambulatory shared transports: 750 for 28,303 miles

### 3.5 Contractor requirements:

#### The Contractor shall:

1. Provide ambulatory and wheelchair service transportation for clients that have been found eligible and qualified for this program, not in need of ambulance level of care during transport, and who do not need to be transported in a supine position.
2. Provide vehicles either sedan, van or wheelchair accessible depending on condition of client and staffing to provide scheduled services for eligible participants.
3. Arrive on time according to scheduled pick up time for pre-scheduled transport service (scheduled 24 hours in advance).
  - a. In the event the Contractor is late or misses a pre-scheduled transport causing the cancellation of a scheduled appointment, the Contractor will be deemed deficient/non-responsive, payment will be withheld **and** the Contractor will reimburse the GCHD for any transportation expenses incurred in resolving the situation.
  - b. In the event a participant misses an appointment because the participant was a “no show”, there will be no penalty to the Contractor, or
  - c. Clients not ready within 10 minutes of the designated pickup time.
4. Notify GCHD within 24 hours of an accident, or incident with a disruptive and/or violent patient, a sick patient requiring 911 transport or other serious event.
5. Allow one client attendant (facility staff or family member) to accompany a client on a transport when requested.
6. Prohibit smoking or tobacco use by employees and shall have a policy against any abusive, rude, threatening, obscene or vulgar behavior or any activity on the part of the employee, which might be considered injurious to an individual's person or self-respect.
7. Have a policy in place for infection control and contaminated materials disposal. These policies are to be strictly enforced at all times.
8. Complete all GCHD authorized transports to and from Medicaid providers for medically necessary care. These transports may not be limited to Garrett County as the closest appropriate provider may be located outside of Garrett County.
9. Maintain, for six years, comprehensive records of the transport provided under this contract. The information shall include all details of the transport (including dates, vehicle and staff information) and will be made available to the Grantor for inspection upon request.
10. Maintain records and documents in accordance with generally accepted accounting practices and in accordance with State and federal laws that sufficiently and properly reflect all direct and indirect costs of any nature expended in the course of this contract. These books, records, documents and other evidence shall be available for inspection.
  - a. If review reveals that funds are not expended within the limits of the approved budget or modifications, it is understood that restitution of monies found to be in violation of this Contract shall be made to the MDH. All records must be retained for 6 years and audited by MDH, whichever is later.
11. Acknowledge and attest that funds awarded under this contract are not used toward payment of any entity or individual found on the Federal or State LEIE database, shall be in accordance with Maryland [Medicaid Transmittal PT 36-09](#) (See policy#: 10.09.19 PT36-09 LEIE) (<https://health.maryland.gov/mmcp/docs/PT36-09.pdf>).

12. Not accept complaints directly, instead referring the complainant to the GCHD. The Medicaid Transportation Grantee at GCHD will investigate, resolve and make necessary notifications regarding the complaint.
  - a. If the Contractor is made aware in any manner of a complaint, a list of complainants shall be maintained and submitted to GCHD within 24 hours, and shall include all contact information for the client.
  - b. Complainants shall be instructed to contact GCHD directly where complaints will be investigated by the Contract Coordinator or designee within a reasonable time.
  - c. Problems or issues identified by the Contractor shall be submitted to the GCHD within 24 hours and shall include all necessary documents to resolve the issue.
13. Acknowledge that the GCHD **does not** guarantee a minimum or maximum quantity of any of the different types of transport during any term of the contract.

### 3.6 Scheduling of Transports:

1. The GCHD shall notify the Contractor for Wheelchair/Ambulatory transports as soon as the appointments are scheduled and with at least a 24-hour notice if possible.
2. All clients are given a pickup time by GCHD. The Contractor is responsible for notifying GCHD of the scheduled time for pick-up; GCHD staff will then contact the client.
3. In addition to these scheduled transports, the GCHD may telephone the Contractor to schedule additional transports on the same day and local return transports from a health provider to the clients' home after service has been received. (See item "4" below.)
4. **Vendor agrees to sub-contract with other Ambulatory or Wheelchair companies to provide services if the vendor cannot provide the service due to an unusually heavy demand or due to his/her equipment being in use, being repaired, or otherwise being unavailable.**
  - a. In this event, the vendor shall notify the GCHD approved sub-contractor, schedule the transport, and pay the GCHD approved sub-contractor for the service.
  - b. The vendor and/or GCHD approved sub-contractor may not deny transportation services that have been scheduled by GCHD for any reason. It is the Contractor's responsibility to do whatever necessary to provide the transportation service. GCHD will not be responsible for communication with the GCHD approved sub-contractor. All questions, etc. from the GCHD approved sub-contractor are to be directed to the vendor.
5. Clients may contact the Contractor directly for local return transports (will-call transports) from the health provider to their home and/or original destination, but only when GCHD has approved and scheduled the original ride.
6. Garrett Regional Medical Center (GRMC), UPMC Western Maryland, or Ruby Memorial may contact the Contractor directly for transport of clients when the GCHD is closed, i.e. after normal business hours, weekends or holidays. The Contractor shall verify that the client is active in the Medical Assistance Program by telephoning the Eligibility Verification System (EVS) line (1-800-492-2134). In the event the client is inactive and/or Medicaid pending, the Contractor shall **not** transport the client and shall contact GRMC, UPMC Western Maryland, or Ruby Memorial immediately and notify them of the ineligibility. GCHD shall not be held responsible for the cost of the transport of clients whose status is inactive and/or pending. The Contractor **may not** bill the clients for any services provided during or after hours, under this contract.
  - a. Transportation arranged after hours, directly with the facilities and accepted by the Contractor, are known as After Hours Transports. Documentation for After Hours Transports must be submitted to



GCHD **the next business day by 9:00 AM** for review by the GCHD program for Medicaid Eligibility and Medical Necessity of the Transport.

- b. Accepting the transport, verifying EVS eligibility, and agreeing to the level of Medical Necessity or After Hours Transports is at the risk of the Contractor. If the Contractor does not feel this transport is an appropriate use of the NEMT Program, the Contractor must have that dialogue with the sending facility prior to accepting the transport.
7. "Medical Pending" are only GCHD reimbursable if the client becomes retroactively eligible on the date of service. Otherwise, the responsibility of payment for the transport falls to the hospital, nursing home or vendor, depending on their contract. Medicaid clients shall not be held financially responsible for transportation provided under this contract.
8. GCHD will verify each and every approval/denial for a transport individually. The time for approval/denial may vary. Each client will be verified through the Eligibility Verification System (EVS). The transportation staff will verify with GCHD Physician/Ombudsman to make sure that the transport is/was medically necessary by the mode of transport requested.
9. Transports shall be performed at the most cost-effective trip type possible and in accordance with the provisions contained herein. Contractor should make every effort to provide shared ride transports to the same location or vicinity. Transportation shall be provided as a shared ride when it would not require the client to remain in the vehicle more than 60 minutes longer than if they were to be transported separately.
10. In the event that a facility decides not to utilize the Contractor for the GCHD for a transport due to convenience, the GCHD will not be liable for payment of the transport.
11. Failure by the Contractor to provide any scheduled daily transports in a timely manner shall be grounds for immediate termination of the contract by the GCHD.

### 3.7 Unallowable Costs:

1. The NEMT Program will not cover no-shows, wait time, commuting miles, duplicate miles, unloaded miles, gratuities, transportation to receive non-medical services or non-covered medical services, transportation of non-medical assistance recipients, transportation to/and from correctional facilities/institutions, transportation to/and from State facilities while the recipient is a resident of that facility, and emergency transportation services.
2. The GCHD shall not be invoiced for any transports of clients with primary insurance coverage (Medicare, commercial insurance, etc.) until after the Contractor has processed a claim to the primary insurance. If the primary insurance issues a denial of coverage, or partial coverage for the service rendered, the contractor must include the Explanation of Benefits/Denial, with other required documentation (see section 4.4.4) at the time of invoice.
3. The GCHD will **NOT** reimburse the contractor for NO SHOW transports, wait-times, or unloaded mileage.

### 3.8 Response Time:

1. The response time under this contract shall be scheduled by the appointment time and the Contractor shall be responsible for pickup to assure arrival to that appointment time. For weekend or holiday transports requested by any hospital, when the GCHD is closed, the response time shall be within sixty (60) minutes from the time of the call from the hospital.
2. In the event the Wheelchair/Sedan is late (due to the Contractor) for a transport, and the health care provider cannot serve the client, **the GCHD shall not be liable for the payment of the transport to or from the medical provider.** The expense incurred will be solely the Contractor's responsibility and not the responsibility of the GCHD.

3. In the event the wheelchair/sedan arrives at the scheduled destination to make a pick-up and the client cannot be located and does not appear, or appears and declines to go, this situation will be called a **NO SHOW**. All **NO SHOWS** shall be reported immediately by the Contractor by telephone to GCHD. In the event that the GCHD is closed, the **NO SHOW** must be faxed or emailed on the next scheduled workday. If a client is a **NO SHOW**, the Contractor, according to State policy, is required to wait ten (10) minutes from the scheduled pick-up time before leaving the pick-up location.
4. The Contractor shall provide room in the ambulatory or wheelchair vehicle, when approved and requested by the GCHD, for one (1) attendant in addition to the client. Determination of **acceptance or denial of an additional transport shall be the sole responsibility of the GCHD**. The attendant must be age eighteen (18) or older and not necessarily a family member for clients whose provider has specified an attendant on the Provider Certification Form or a parent of a minor. The contractor is permitted to bill an additional base rate for one (1) attendant.
5. The response time for Wheelchair/Sedan transports during normal weekday business shall be scheduled in accordance with the medical appointment time. The Contractor shall be responsible for contacting GCHD to schedule the pick-up time so that the client arrives at his/her medical appointment at the appropriate time. For weekend or holiday transports requested by GRMC or UPMC Western Maryland, when the GCHD is closed, the response time shall be within sixty (60) minutes from the time of the call from the hospital.

### 3.9 Workforce/Personnel Requirements:

#### The Contractor shall:

1. Provide transportation in compliance with all applicable City, County, Maryland Department of Health (MDH), State and federal regulations regarding licensing and certification of personnel and vehicles, including insurance coverage and safety inspections. The driver of the vehicle must meet all requirements for the operation of a transport vehicle.
2. Recognize that transportation of clients as approved for transportation by the GCHD **may not be denied by the Contractor and/or GCHD approved sub-contractor for any reason and/or circumstance**. The Contractor is responsible for establishing whatever contracts or arrangements are necessary to accommodate the transports. Contractor shall employ appropriate staffing to complete the Contract throughout the term of the Contract.
3. Designate a Transportation Manager responsible for overseeing all aspects of the Contract. The Contractor will notify the GCHD which staff member has been designated for this position and their contact information. The Contractor will also notify GCHD of any personnel changes to this position during the term of the Contract.
4. Provide documentation of the number of staff to be used in providing transportation services and they shall retain appropriate staffing throughout the term of the Contract. Contractors shall be able to provide services effective 8/1/2024.
5. Ensure that all personnel providing Ambulatory/Wheelchair services under this Contract shall have completed Red Cross Standard First Aid Training or its equivalent and Cardiopulmonary Resuscitation (CPR) Training.
6. Obtain from all personnel assigned to work on the Contract a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and provide the Contract Monitor 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 the

handling of drivers who obtain new moving violations during the term of the contract and the disciplinary steps which may ultimately end in a termination of employment.

7. 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 in order to resolve any issues in a timely manner.

### **3.10 Equipment Requirements:**

1. All transport vehicles shall meet all applicable Federal, State, City and Local regulations governing the operation of like vehicles. The transport equipment and all equipment carried will be operable and regularly maintained to ensure its operability; upon request, the successful Contractor shall submit evidence of copies of current licensure or documentation. All equipment shall be in good repair and appearance.
2. All drivers and vehicles are in compliance with the Motor Vehicle Code of the State of Maryland and provide proof that each has a current driver's license suitable and approved for the specific type of transportation to be performed for each and every driver to be used on this contract. GCHD shall have the right to inspect maintenance records under this Contract at any time.
3. All Contractors shall provide evidence of insurance consistent with the type of transportation provided to include a listing of all vehicles, by vehicle identification number (VIN) and all drivers, covered by the insurance policy.
4. All Contractors assure that their vehicles shall be appropriately registered in Maryland, are in good and dependable working condition as recommended by the manufacturer and including but not limited to: a high level of adequacy of vehicles for passenger safety, comfort, sufficiency of equipment accessibility and compliance with Federal and State motor vehicle safety standards. Vehicles shall be kept clean (interior and exterior) at all times. All systems and equipment must be maintained in proper working order to include the climate control system (heating and air conditioning), and have a functioning fire extinguisher and first aid kit.
5. All Contractors assure that their wheelchair vehicles have sufficient headroom clearance for wheelchair clients, safety restraints to independently immobilize both the client and the chair, exterior identification of the vehicle as a carrier of invalid persons, a working hydraulic lift tailgate or side gate labeled with the maximum weight capacity, and such other equipment as shall be required by the Maryland Public Service Commission (PSC) from time to time.
6. All Contractor vehicles shall be equipped with two-way radios to communicate directly with the dispatcher and such other radio equipment as may be required by the licensing authority.

### **3.11 Reporting Requirements:**

#### **The Contractor shall:**

1. Check all databases required by the grantor on a monthly basis to ensure that none of said employees or entities have been excluded from providing Medicaid services due to fraudulent activity. Contractor will complete an Attestation form based on this information and send it to GCHD, who will then provide the information to the grantor each month (General Provider Transmittal No. 73 and 42 CFR 455.104 through CFR 455.106). This attestation shall be received by the 1st business day of the following month.
2. Provide a quarterly report by mode and mileage quarterly as well as any other reports or information on an as needed basis.
3. Provide a copy of each year's independent audit as soon as it is available, if applicable.

### **3.12 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 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 costs and insurance.
- 2.** Comply with all applicable laws required by Medicare and Medicaid. The Contractor shall provide documentation of compliance upon the request of the GCHD.
- 3.** Be licensed to do business in the State of 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 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, which describe all aspects of the operations and address all operational requirements by state or federal law.
- 7.** Comply with all applicable federal and State policies governing the transportation of eligible Maryland Medicaid participants to and from covered services including but not limited to 42 CFR 431.53, 42 CFR 440.170, COMAR 10.09.19. and the Guide to the Administration of the Maryland Medicaid Non-Emergency Medical Transportation (NEMT) Program.

## 4. Contractor Requirements: General

### 4.1 Contractor Initiation Requirements

Contractor shall schedule and hold a kickoff meeting within 10 business days of 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)
- Bid/Proposal Instructions & Form (Attachment B-1)
- Bid/Proposal Affidavit (Attachment C)
- Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement Attachments D)
- Federal Funds (Attachment E)
- Conflict of Interest Affidavit and Disclosure (Attachment F)
- Non-Disclosure Agreement (Contractor) (Attachment G)
- Bidder/Offeror Information Sheet (Attachment H)
- HIPAA Business Associate Agreement (Attachment I)
- Contract Affidavit (Attachment J)
- Criminal Background Check Affidavit (Attachment L)
- Contract (Attachment M)

Contractor shall provide the following:

- Proof of Insurance - refer to **Section 4.6**
- Policy and procedure plans
- Problem Escalation Procedure - refer to **Section 4.9**
- Form W-9 Request for Taxpayer Identification and Certification
- Proof of all current required licenses

Contractor shall also consult with the GCHD IT staff and/or MD Strategic Data Initiative (SDI) Team for form completion relating to the data use agreement.

### 4.2 End of Contract Transition

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 - THESE REQUIREMENTS ARE SEPARATE FROM THE REQUIREMENTS LISTED IN 3.5.9 & 3.5.10A

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 in the event that 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.
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. The Contractor shall accept payment in full from the GCHD for transports as specified herein. The Contractor shall submit at a minimum bi-monthly (twice a month) invoices to:

Garrett County Health Department,  
1025 Memorial Drive,  
Oakland, MD 21550,  
Attention: April Paugh  
Medical Assistance Transportation Coordinator

With a listing of:

- the date range
- client names
- pick-up and destination address
- mobility, mileage, and type of transport (i.e. sedan or wheelchair) and
- any pertinent discharge orders from the Hospital.

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**

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

The Contractor shall bill the GCHD at a minimum bi-monthly (twice a month), 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:

- Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$2,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
  - 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.
  - 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.
2. The successful Contractor will be required to provide a Certificate of Insurance for General Liability Insurance, Errors and Omissions/Professional Liability, Workers Compensation and Automobile in the amounts outlined in the Insurance Table. The GCHD shall be listed as an additional insured on all applicable policies. These certificates are 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**

##### **Data Protection and Controls**

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	June 05, 2024
Question Deadline	June 17, 2024 at 9:00 AM
Bid Submission Deadline	July 1, 2024 at 9:00 AM
Public Bid Opening	July 1, 2024 at 9:00 AM
Complete Evaluation of Bids	July 8, 2024
Letter of Award Disbursed	July 9, 2024
Work to Begin	August 1, 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 in order to be considered.
2. Requests for 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 in 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:**

1. GCHD is seeking a list of qualified Bidders who are capable of performing the services needed. For this reason, **multiple awards may be made** to any or all responsive, responsible Bidders. In the event that multiple awards for the same service are made, transports will be assigned using the following priority guidelines:
  - a. Evaluate existing scheduled transports to determine if ride sharing is possible and assign to that Bidder if possible;
  - b. Contact the lowest proposing Bidder;
  - c. Contact the next lowest proposing Bidder; etc.
2. The Bidder(s) shall be paid for actual trips provided as required to clients based on the unit costs specified on the Bid Form for the contract period.
3. The GCHD reserves the right to reject any or all Bids and to waive any informality or deficiency in Bids received whenever such rejection or waiver is in the best interest of the GCHD. The GCHD also reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete on time Contracts of a similar nature, or the Bid of the Bidder whose investigation shows is not in a position to perform the Contract.
4. Award of this contract will not be final and complete until after:
  - a. The Bidder submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and
  - b. The Contract is signed by the GCHD following any required approvals of the Contract.

#### **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 unit cost by line item 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 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.

#### **5.7 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.

## **5.8 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.

## **5.9 Cancellations**

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

## **5.10 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.

## **5.11 Bid Protest**

1. For the purpose of 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 in order 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.

**5.12 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.

**5.13 Bidder Responsibilities/Compliance with Law/Arrearages**

1. Bidders must be able to provide all goods and services and meet all of 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 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.

#### **5.14 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.

#### **5.15 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 5.15.1**.
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.

#### **5.16 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](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. **Bidder Information Sheet (Attachment H) and 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**.
4. **Bidder Qualifications** - Bidder shall describe how its organization can meet the requirements of this IFB including:
  - a. The number of years the Bidder has provided the similar goods and services;
  - b. The number of clients/customers and geographic locations that the Bidder currently serves;
5. **References.**
  1. The GCHD reserves the right to request references or utilize references not provided by the Bidder. Points of contact must be accessible and knowledgeable regarding Bidder performance.
6. **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 year. 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.

## **7. 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).

## **8. Certificates of Insurance**

The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Bid submission date. The current insurance types and limits do not have to be the same as described in **Section 4.6**. See **Section 4.6** for the required insurance certificate submission for the apparent awardee. Please reference the Insurance Table on Page 27.

## **9. 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.

## **10. 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 Bids will be evaluated based on the lowest unit cost by line item bid price. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the cost per line item as submitted on the Bid Form & Signature Sheet.

### **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 GCHD reserves the right to make the award by item, or groups of items, or Total Bid Price if it is in the best interest of the GCHD to do so unless the Bidder specifies in its bid that a partial or progressive award is not acceptable.

### **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.

**Invitation for Bids**  
**MEDICAL ASSISTANCE TRANSPORTATION FOR ELIGIBLE & QUALIFIED GARRETT**  
**COUNTY PARTICIPANTS-AMBULATORY & WHEELCHAIR**  
**IFB #2024-0701**  
**Bid Form & Signature Sheet**

Item No.	Trip Type	Unit Cost for FY25	Unit Cost for FY26	Unit Cost for FY27
<b>1</b>	<b>Wheelchair -mileage rate</b>	\$ _____ per person base rate  \$ _____ per mile rate	\$ _____ per person base rate  \$ _____ per mile rate	\$ _____ per person base rate  \$ _____ per mile rate
<b>2</b>	<b>Ambulatory -mileage rate</b>	\$ _____ per person base rate  \$ _____ per mile rate	\$ _____ per person base rate  \$ _____ per mile rate	\$ _____ per person base rate  \$ _____ per mile rate

My signature certifies that the Bid as submitted complies with all Terms and Conditions set forth in this IFB.

My signature also certifies that the accompanying Bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest to the GCHD, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to GCHD, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with GCHD.

I hereby certify that I am authorized to sign as representative for the Contractor:

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Fed ID No. \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

## **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*

**A PRINTABLE/FILLABLE VERSION OF THIS FORM CAN BE OBTAINED ON OUR WEBSITE UNDER ATTACHMENTS FOR IFB'S**

**ATTACHMENT L – CRIMINAL BACKGROUND CHECK AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am \_\_\_\_\_ 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 requirements of the **MEDICAL ASSISTANCE TRANSPORTATION IFB**.

I hereby affirm that \_\_\_\_\_ (Contractor or individual) has provided the GCHD with a summary of the security clearance results for the Contractor/staff that will be working on Solicitation Number **IFB 2024-0701** and the Contractor/staff have successfully passed all of the background checks required under Section 4.7 of the **MEDICAL ASSISTANCE TRANSPORTATION IFB**. The Contractor hereby agrees to provide security clearance results for any additional terms of the contract at least ten (10) days prior to the date the Contractor 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