



**STATE OF MARYLAND**  
**MARYLAND DEPARTMENT OF HEALTH (MDH)**  
**INVITATION FOR BIDS (IFB)**  
**LICENSED PSYCHOLOGIST FOR POTOMAC CENTER AND**  
**SECURE EVALUATION THERAPEUTIC TREATMENT**  
**IFB NUMBER OCMP-26-25154 / EMMA # BPM057608**  
**ISSUE DATE: JUNE 17, 2026**

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

**NOTICE TO BIDDERS**  
**SMALL BUSINESS PREFERENCE PROCUREMENT**

This procurement has been designated for a small business preference under COMAR 21.11.01.05. The procurement agency will accept the most favorable responsive bid from a responsible small business (COMAR 21.01.02.01B(80)) if the bid of the small business does not exceed the most favorable responsive bid received from a responsible bidder who is not a small business by: (1) more than 5 percent; (2) more than 7% for a veteran-owned small business; (3) more than 8% for a disabled-veteran-owned small business; or (4) the percentage otherwise identified in the solicitation as the small business preference.

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

## KEY INFORMATION SUMMARY SHEET (KISS)

<b>Invitation for Bids</b>	Services – Licensed Psychologist for Potomac Center and Secure Evaluation Therapeutic Treatment (SETT)	
<b>Solicitation Number:</b>	OCMP-26-25154	
<b>IFB Issue Date:</b>	6/17/2026	
<b>IFB Issuing Office:</b>	Maryland Department of Health (MDH)	
<b>Office of Contract Management &amp; Procurement (OCMP) Director</b>  <b>Email:</b> <b>Phone Number</b>	Alison Barry 201 W. Preston Street, Baltimore MD 21201  <a href="mailto:alison.barry@maryland.gov">alison.barry@maryland.gov</a> 667-203-9095	
<b>Procurement Officer:</b>  <b>Email:</b> <b>Phone Number:</b>	Lisa Queen 201 W. Preston Street, Baltimore, MD 21201  <a href="mailto:Lisa.queen@maryland.gov">Lisa.queen@maryland.gov</a> 443-842-8529	
<b>Bids are to be sent to:</b>	Submit on <a href="https://emma.maryland.gov">emma.maryland.gov</a> under Solicitation Number OCMP-26-25154  To submit a bid, bidders must first register on <a href="https://emma.maryland.gov">emma.maryland.gov</a> . We recommend registering in advance to become acquainted with the site.	
<b>No Bid Notice Feedback Form</b>	If you are not submitting a bid for this solicitation, submit <a href="#">Attachment 1</a> with your reasons why.	
<b>Pre-Bid Conference:</b>	Wednesday, June 24, 2026 at 2:45 PM Local Time, See <b>Section 4.3</b> for additional details.  See <a href="#">Attachment 2</a> to RSVP by Tuesday, June 23 <sup>rd</sup> at 12:00 PM EST to attend. Feel free to contact <a href="mailto:lisa.queen@maryland.gov">lisa.queen@maryland.gov</a> with questions or to RSVP.	

<b>Scheduled Site Visit</b>	N/A	
<b>Questions Due Date and Time:</b>	Questions should be sent to Lisa Queen via email. <a href="mailto:lisa.queen@maryland.gov">lisa.queen@maryland.gov</a> no later than Monday, June 29 <sup>th</sup> , 2026 at 11:00 AM Local EST	
<b>Bid Due (Closing) Date and Time:</b>	Wednesday, July 8 <sup>th</sup> , 2026 at 2:00 PM Local EST. Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <a href="#">Attachment 1 - No Bid Notice/Vendor Feedback Form</a> ). All bids must be submitted to eMMA no later than the date indicated above.	
<b>Public Bid Opening Date, Time, and Location</b>	July 8 <sup>th</sup> , 2026 at 2:30 PM Local EST. Bid Opening - Potomac Center Licensed Psychologist (26-25154) Wednesday, July 8 · 2:30 – 3:00pm Time zone: America/New_York Google Meet joining info Video call link: <a href="https://meet.google.com/oxm-zftg-xyo">https://meet.google.com/oxm-zftg-xyo</a> Or dial: (US) +1 970-400-7320 PIN: 808 253 209# More phone numbers: <a href="https://tel.meet/oxm-zftg-xyo?pin=9043845708535">https://tel.meet/oxm-zftg-xyo?pin=9043845708535</a>	
<b>MBE Subcontracting Goal:</b>	An overall Minority Business Enterprise (MBE) subcontract participation goal of 0% percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. The overall MBE subcontract participation goal includes the following subgoals, which have been established for this procurement:  NA	
<b>VSBE Subcontracting Goal:</b>	This solicitation includes a VSBE participation Goal of 0% NA	
<b>Procurement Method:</b>	A Contract will be awarded in accordance with the Competitive Sealed Bidding method under <b>COMAR 21.05.02</b> .	
<b>Multiple or Alternate Bids:</b>	Multiple or alternate Bids will not be accepted.	

<b>Contract Type:</b>	Firm Fixed Price	
<b>Contract Duration:</b>	Two (2) year base period / zero (0) options	
<b>Primary Place of Performance:</b>	State of Maryland – Potomac Center/ Secure Evaluation Therapeutic Treatment (SETT) <a href="#">1380 Marshall St, Hagerstown, MD 21740</a> .	
<b>SBR Designation:</b>	Yes. Small Business Preference.	
<b>Federal Funding:</b>	No	

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## 1 Minimum Qualifications

### 1.1 Bidder Minimum Qualifications

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

- 1.1.1** The Psychologist assigned to this contract shall be licensed by the Maryland State Board of Examiners of Psychologists to practice under the licensing requirements for Psychologists.

**REQUIRED DOCUMENTATION:** Copy and/or proof of an active license issued by the Maryland State Board of Examiners of Psychologists.

- 1.1.2** The Psychologist assigned to this contract shall possess a minimum of two (2) years' experience providing Psychology services to individuals with Intellectual Disabilities (for the purposes of this contract, "Intellectual Disabilities" is as defined by COMAR 10.67.01.01B (89); (see Appendix 1).

**REQUIRED DOCUMENTATION:** The Bidder shall provide with its Bid three (3) references from the past five (5) years with a minimum two (2) years of service with each reference that can attest to the Bidder's experience in providing clinical staffing services, including Psychologists, for facilities of similar size/structure. The Bidder shall provide with its Bid "[Attachment L Reference Checks](#)" with three (3) or more references filled out.

**REQUIRED DOCUMENTATION:** The Bidder shall also provide with its Bid a resume and/or curriculum vitae for the proposed Psychologist that includes three (3) references, with contact information, from the past five (5) years who can attest to the proposed Psychologist's experience in providing the required services.

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## 2 Contractor Requirements: Scope of Work

### 2.1 Summary Statement

- 2.1.1** The Maryland Department of Health (MDH or the “Department”) is issuing this Invitation for Bids (IFB) to procure the services defined in Section 2, as specified in this IFB, from a contract between the successful bidder(s) and MDH. The Potomac Center/SETT facilities are seeking a staffing firm to source one (1) Licensed Psychologist to provide part-time Psychology services on-site at the Potomac Center/SETT campus in Hagerstown, Maryland. The Psychologist position functions at an intermediate level and is responsible for providing care, custody, and guidance for individuals with Intellectual Disabilities who may have co-existing mental disorders, forensic involvement, and are residing at the Potomac Center/Secure Evaluation Therapeutic Treatment (SETT). All services must be provided in compliance with licensure, certification, and accreditation standards, including but not limited to, the Intermediate Care Facilities for Individuals with intellectual Disabilities(ICF/ID) standards of the Office of Health Care Quality (OHCQ), MDH, as well as all applicable Maryland and federal laws and regulations governing Psychologists.
- 2.1.2** It is the State’s intention to obtain goods and services, as specified in this IFB, from a contract between the selected Bidder and the State.
- 2.1.3** The Potomac Center SETT intends to make a single award IFB. See IFB **Section 4.21 Bid Evaluation Criteria and Award Basis** for more Contract award information.
- 2.1.4** A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

### 2.2 Background and Purpose

The Potomac Center/SETT are residential care facilities for Intellectually Disabled individuals who may have co-existing mental disorders. The Potomac Center is an intermediate care facility (ICF) with sixty-two (62) licensed beds, and the SETT, which is a secure forensic facility, has thirty-two (32) licensed beds. The goal of the Potomac Center is to promote personal growth and productivity by enhancing each resident’s skills and decreasing or eliminating maladaptive or socially unacceptable behaviors to facilitate movement to the most integrated, least restrictive setting. This program focuses on using therapeutic interventions to empower residents as they learn the skills they need to successfully return to community living. The SETT program provides assistance to individuals who are court-ordered to the facility by helping them resolve their court involvement and work toward transitioning to a less restricted environment. The SETT utilizes active treatment as well as providing evaluation, assessment and competency attainment education. Both facilities serve adults who are at least eighteen (18) years old and are residents of the state of Maryland. The Potomac Center and SETT provide active therapeutic treatment in a supportive environment for individuals with Intellectual Disabilities who are deemed to need a higher level of care than the community can provide.

The Potomac Center/SETT is seeking staffing services to provide one (1) licensed Psychologist to work twenty (20) hours per week on-site at the campus in Hagerstown, Maryland. The Psychologist position is responsible for clinical supervision and oversight of three (3) to six (6) Psychology Associates and their respective caseloads, and oversight of administration, directing, and monitoring



of clinical services. The Psychologist is needed to oversee affective development, cognitive development, social development, and competency attainment for residents of the Potomac Center and SETT.).

#### **2.2.1 State Staff and Roles**

- A. The State shall have a Procurement Officer and Contract Monitor; roles are defined in **Appendix 1** of this IFB.
- B. Potomac Center/SETT has an appointed Infection Control Nurse who will oversee COVID-19/Pandemic Testing compliance (outlined in **Section 2.3.5** below). Contact information for the Infection Control Nurse shall be provided upon Contract award.

#### **2.2.2 Other State Responsibilities**

- A. The State will provide normal office work facilities and equipment reasonably necessary for Contractor performance under the Contract.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.

### **2.3 Contractor Responsibilities and Tasks**

#### **2.3.1 General Requirements**

The Contractor shall:

- 2.3.1.1 Assign Psychologist to this Contract that must provide on-site Psychology services part-time (twenty (20) hours per week, for the duration of the Contract) at the Potomac Center/SETT facilities, located at 1380 Marshall Street, Hagerstown, MD 21740.
- 2.3.1.2 Source a Psychologist who is comfortable and experienced working with individuals who have Intellectual Disabilities (including dual diagnosis/co-existing mental disorders), who are court ordered to Potomac Center/SETT and may experience maladaptive behaviors (see definition in Appendix 1), including self-injurious behavior (SIB), stereotypic behavior, and aggressive/destructive behavior.
- 2.3.1.3 Ensure Psychology services are provided for individuals of both the Potomac Center (licensed for up to sixty-two (62) beds), and the SETT (licensed for up to thirty-two (32) beds).
- 2.3.1.4 Psychologist must provide services in compliance with licensure, certification, and accreditation standards, including but not limited to, the Office of Health Care Quality (OHCQ), Maryland Department of Health, as well as all applicable Maryland and federal law and regulations governing Psychologists. Comply with Federal Standards for Intermediate Care Facilities for Residents Intellectual Disabilities (ICF/ID) available at: <https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-G/part-483/subpart-I>

- 2.3.1.5 Assist in coordinating the Psychologist's working schedule. The Psychologist's working hours are flexible; the Psychologist will propose their own weekly schedule to be approved by the Contract Monitor. The Potomac Center/SETT may request the Psychologist to work fewer or more hours in a specific week. The Potomac Center/SETT will only pay for hours actually worked. If working over six (6) consecutive hours, the Psychologist shall be required to take a thirty (30) minute unpaid lunch break.
- 2.3.1.6 Affirm that the Potomac Center/SETT will not pay Overtime or Holiday Pay (see definitions in **Appendix 1**). All working hours (except mandatory paid training, see **Section 2.3.4.7** below) shall be paid at the rate provided on the Bidder's Bid Form (**Attachment B**).
- 2.3.1.7 Provide the Potomac Center/SETT a copy of the Psychologist's resume and/or Curriculum Vitae and a completed CJIS State and Federal criminal background check as a contingency of assignment to the Contract. The Psychologist's completed background check shall be required to be submitted within five (5) business days of notification of recommendations for Contract award.
- 2.3.1.8 Ensure that while on-site, the Psychologist adheres to the Potomac Center/SETT's policies and procedures, to be outlined during mandatory orientation/training.
- 2.3.1.9 Certify that the Psychologist assigned to this Contract possesses and maintains required credentials to perform services under the Contract. All credentialing, examinations, and any other testing shall be at the expense of the Bidder.
- 2.3.1.10 Disclose to the Potomac Center/SETT immediately (within twenty-four (24) hours of notification) any discovery of previous or future disciplinary actions by the Maryland State Board of Examiners of Psychologists, the regulatory board for Psychologists in any other State, or any legal/criminal proceedings.
- 2.3.1.11 Provide a replacement Psychologist as deemed necessary by the Potomac Center/SETT after discovery of any disciplinary actions and/or legal proceedings against the Psychologist as described in 2.3.1.10 above. Any replacement Psychologist must meet the minimum requirements as outlined in this IFB. The Potomac Center/SETT Contract Monitor has the final authority to approve or deny a proposed Psychologist candidate.

## **2.3.2 Ongoing Tasks – Psychologist Duties and Responsibilities**

The Contractor shall source and assign a Psychologist to perform the following duties at the Potomac Center/SETT:

- 2.3.2.1 Ensure Clinical Supervision and oversight of three (3) to six (6) Psychology Associates and their respective caseloads.
- 2.3.2.2 Oversee the development and implementation of the assigned Psychology Associate's person-centered psychology services/interventions based on reason for admission, court orders, findings from assessments, individual care plans, and plans for discharge.

- 2.3.2.3 Participate in competency attainment services and ensure psychological services are provided as per court orders.
- 2.3.2.4 Approve and co-sign behavioral support plans and suicide risk assessments.
- 2.3.2.5 Approve and co-sign required patient risk documentation: (e.g., Facility Sexual Abuse Risk Screens and Sexual Abuse Protection Plans).
- 2.3.2.6 Complete Administrative Law Judge (ALJ) psychological summaries and testify at ALJ hearings.
- 2.3.2.7 Complete guardianship evaluations and testify at guardianship hearings.
- 2.3.2.8 Ensure all individual assessments are completed effectively and efficiently to help individuals improve their psychological functioning and accomplish objectives specified in their individual care plans.
- 2.3.2.9 Attend interdisciplinary team meetings as needed, participate in discussions and present recommendations to assist individuals in achieving clinical, functional and/or personal goals important to them. Consult with support staff to ensure coordination of therapeutic services.
- 2.3.2.10 Complete and submit documentation as per facility guidelines.
- 2.3.2.11 Consult with residential and vocational supervisory and support staff regarding special issues/concerns which are affecting an individual's well-being and satisfaction with services. Provide recommendations and modifications to assist staff in facilitating clinical, functional, and personal goals for those served. Monitor recommendations and modifications for effectiveness.
- 2.3.2.12 Collaborate within the clinical department and attend departmental meetings, as applicable.
- 2.3.2.13 Provide group and 1:1 intervention that focus on enabling individuals to re-engage in community ready behaviors through a variety of skill sets such as skills development, establishing positive habits and routines, setting therapy goals, and understanding underlying psychological influences.
- 2.3.2.14 Provide group and 1:1 intervention that focus on those underlying psychological influences and assisting Individuals to identify and utilize self-regulation strategies in order for them to get back to their community or family.
- 2.3.2.15 Work with individuals in identifying and implementing healthy, positive habits and structure into daily routines.
- 2.3.2.16 Provide education and implementation of skills related to social competency, coping with anger, solving programs, learning about social etiquette, and following rules.
- 2.3.2.17 Evaluate factors interfering with success in the community.

- 2.3.2.18 Maintain a professional relationship with all individuals at the Potomac Center/SETT.
- 2.3.2.19 Assess and react appropriately to crises in a calm manner.
- 2.3.2.20 Other related duties as assigned by the Contract Monitor
- 2.3.2.21 The Psychologist must receive advance approval from the Contract Monitor for vacation and sick time that interfere with or preclude the Psychologist's weekly hours at the Potomac Center/SETT.
- 2.3.2.22 The Psychologist must sign in upon arrival and sign out prior to departure from the facility; in this way, the Contract Monitor will track the Psychologist's attendance and hours for invoice verification.

### **2.3.3 Ongoing Tasks – Contractor/Agency Duties and Responsibilities**

- 2.3.3.1 The Contractor shall designate a Psychologist to the Contract; this Psychologist shall not change without prior consent of the Potomac Center/SETT Contract Monitor.
- 2.3.3.2 The Psychologist assigned to this Contract by the Contractor/Agency shall perform continuously for the duration of the Contract, and for so long as performance is satisfactory to the Contract Monitor. The Contract Monitor will give written notice of performance issues to the Psychologist (or the Bidder, if an agency or group), clearly describing the problem and delineating remediation requirement(s). The Psychologist (or the Bidder, if an agency or group) shall respond with a written remediation plan within three (3) Business Days and implement the plan immediately upon written acceptance of the Contract Monitor. If performance issues persist, the Contract Monitor may request the immediate removal of a Psychologist whose performance is at issue and determine whether a substitution is required.
- 2.3.3.3 If the Psychologist assigned to this contract does not meet qualifications or does not consistently provide the level of quality of care determined by the Potomac Center/SETT, or at any time takes action that is, or has the potential to be, life threatening to any individual, such actions shall be considered a material breach of Contract and MDH may terminate the Contract for cause, as well as pursue any other remedies which may be available by Contract, at law, or in equity.
- 2.3.3.4 Determination of quality of care is solely within the discretion of the Contract Monitor. If the Potomac Center/SETT, at its discretion, determines that the assigned Psychologist does not provide the level of quality of care required, or otherwise does not meet the Contract requirements, the Psychologist shall be dismissed from working under this Contract upon written notification by the Contract Monitor.
- 2.3.3.5 Any replacement Psychologist must meet the minimum qualifications outlined in this IFB. The Contract Monitor has the final authority to approve or deny a proposed Psychologist candidate.

- 2.3.3.6 Except as provided above, the Contractor/Agency may not substitute the Psychologist, other than by reason of an individual's death, sudden illness, or termination of employment, without the prior written approval of the Contract Monitor.

#### **2.3.4 Training Requirements – Licensed Psychologist**

- 2.3.4.1 The Psychologist assigned to this contract must complete up to four (4) days, thirty-two (32) hours of MANDT System (Preventing, De-escalating, Intervening) Training, to be provided on-site by the Potomac Center/SETT.
- 2.3.4.2 At least two (2) days, sixteen (16) hours of MANDT System Training (see Appendix 1 for definition) ~~training~~ must be completed prior to working with the individuals.
- 2.3.4.3 MANDT System Training consists of full, eight (8) hour training sessions (with built-in periodic breaks determined by each instructor).
- 2.3.4.4 MANDT System Training may fall on days or times outside of the Psychologist's proposed/approved service schedule. The Psychologist must be prepared to accommodate this training as scheduled before they may assume duties.
- 2.3.4.5 Certification in MANDT System Training must be maintained by the Psychologist for the duration of this Contract. Certification is valid for one (1) year, after which time a re- certification class is required. Potomac Center/SETT provides re-certification classes on-site.
- 2.3.4.6 The Psychologist assigned to this contract must obtain and maintain CPR and First Aid Certification. This training shall be provided on-site by Potomac Center/SETT.
- 2.3.4.7 Potomac Center/SETT will only compensate for training hours at the preset rate defined in the Bid Form (**Attachment B**). The regular hourly rate for Psychology services as demonstrated in the Bidders Bid Form (**Attachment B**) will not apply to contract hours designated for the mandatory training outlined above in Section 2.3.4.

#### **2.3.5 Infection Control/Coronavirus (COVID-19)/Pandemic Protocol**

- 2.3.5.1 The assigned Psychologist must adhere to the Potomac Center/SETT's COVID-19/Pandemic protocols at all times while on-site, including but not limited to wearing appropriate medical Personal Protective Equipment (PPE) (see **Appendix 1**), and participating in COVID-19 testing as frequently as required by MDH/Washington County Health Department (See **Appendix 8 for a copy of the Potomac Center/SETT Pandemic Protocol**).
- A. During heightened transmission levels and/or "outbreak status", COVID-19 testing may be required more frequently as dictated by the Infection Control Nurse.

- 2.3.5.2 COVID-19 testing is available on-site at the facility, but test results from an outside facility/entity may be utilized as long as the test was conducted by a legitimate facility (no at-home test kit results will be accepted).

A copy of Potomac Center/SETT's on-site COVID-19 testing schedule will be provided to the Psychologist with any communication regarding "outbreak status" and/or changes in COVID-19/Pandemic protocols due to heightened transmission levels.

- 2.3.5.3 It is the Psychologist's responsibility to be tested as frequently as necessary, and to provide test results (if tested outside the facility) to the Infection Control Nurse.
- 2.3.5.4 If the Psychologist refuses to allow Potomac Center/SETT to collect a specimen for an MDH administered COVID-19 test, or if the Psychologist fails to provide evidence of COVID-19 testing for the necessary timeframe (monthly and/or weekly), they may not be permitted to work and may remain on leave without pay until the Psychologist submits their specimen for a MDH administered COVID-19 test or provides test results from an outside facility.
- 2.3.5.5 Prior to reporting to the Potomac Center/SETT to start work under this Contract, a negative COVID-19 test from the past seven (7) days for the assigned Psychologist must be provided to the Potomac Center/SETT.

## **2.3.6 Identification and Access Control**

- 2.3.6.1 The Potomac Center/SETT shall provide a proxy card access badge to the Psychologist. Keys may also be requested by the Psychologist and distributed at the discretion of the Potomac Center/SETT.
- 2.3.6.2 The Psychologist assigned to this Contract must ensure that any keys and badges issued by the Potomac Center/SETT are returned when the Psychologist ceases to work at the facilities, the Contract is terminated, or the Contract term expires.
- 2.3.6.3 To protect the security of the facilities, the Psychologist assigned to this Contract, or the Bidder (if an agency or group), will be subject to any fees and/or expenses related to key replacement or facility rekeying necessary as a result from unreturned State property.

## **2.4 Supplemental Category of Work Requirements and Responsibilities**

### **2.4.1 Security Requirements**

The following requirements are applicable to the Contract:

#### **2.4.1.1 Employee Identification**

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

- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

#### 2.4.1.2 Security Clearance / Criminal Background Check

The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

- A. A criminal background check for each Contractor Personnel providing any services shall be completed prior to each Contractor Personnel providing any services under the Contract.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel. This check may be performed by a public or private entity.
- C. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final.
- D. The Criminal Justice Information Services (CJIS) criminal record check of each Contractor Personnel who will work on State premises shall be reviewed and documented by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
  - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - 5) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  - 6) a crime of violence as defined in CL § 14-101(a).
- E. Contractor Personnel that would have **access to systems supporting the State or to State data** who have been **convicted of a felony** or **convicted of a crime involving telecommunications and electronics** or **convicted within the past five (5) years**



of a misdemeanor from the above list of crimes shall not be permitted to work on the Contract.

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

2.4.1.3 On-Site Security Requirement(s)

- A. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- 1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas and may be barred from entrance or exit until such time that the State's conditions and queries are satisfied. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
  - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have an inventory of tools being brought onto a site and be prepared to present the inventory, as well as the tools or equipment, to the State staff or an officer for review and inspection. Before leaving the site, the Contractor Personnel may again be required to present the inventory list and the tools or equipment for inspection. Upon both entering and exiting the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any Contractor Personnel who enter the premises of a facility under the jurisdiction of the Potomac Center/SETT may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Potomac Center/SETT.
- C. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that control the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

**2.4.2 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.



### 2.4.3 Substitution of Personnel

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

### 2.4.4 Location of the Performance of Services Disclosure

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

### 2.4.5 HIPAA - Business Associate Agreement

In the event the State determines that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **HIPAA Business Associate Agreement ([Attachment T](#))**

This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder with the next highest overall-ranked Bid.

### 2.4.6. Data Use Agreement

As set forth in the Contract, data, databases and derived data products created, collected, manipulated, or directly purchased as part of the solicitation are the property of the State. The purchasing State agency is considered the custodian of all State data. The use, access, and distribution of all data shall comply with the requirements of the **Data Use Agreement ([Attachment Y](#))**.

The Contractor may not access State data other than as necessary to perform the services under this Contract.

The Contractor shall limit access to and use of State data to Contractor Personnel whose responsibilities require such access or use and shall train such Contractor Personnel on the confidentiality obligations set forth herein.

At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

Provisions in **Section 2.4.6** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Section 2.4.6** (or the substance thereof) in all subcontracts.

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### 3 Standard Terms and Conditions

#### 3.1 Contract Initiation Requirements

- A. Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.
- B. The Contractor shall schedule and hold a kickoff meeting within ten (10) Business Days of Notice to Proceed (NTP) Date. At the kickoff, the Contractor shall furnish an updated Project Schedule describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's solution.
- C. The following must be provided for the Psychologist to be assigned to the Contract prior to initiation of services:
  1. A copy of the license issued by the Maryland State Board of Examiners of Psychologists for the proposed Psychologist candidate.
  2. A copy of the proposed Psychologist's Curriculum Vitae and a completed CJIS State and Federal criminal background check as a contingency of assignment to the Contract.

#### 3.2 End of Contract Transition

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

#### 3.3 Invoicing

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

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

- A. Contractor name and address;
- B. Remittance address;
- C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- D. Invoice period (i.e. time period during which services covered by invoice were performed);
- E. Invoice date;
- F. Invoice number;
- G. State assigned Contract number;
- H. State assigned (Blanket) Purchase Order number(s);

- I. Goods or services provided;
- J. Amount due; and
- K. Any additional documentation required by regulation or the Contract.

The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor and Procurement Officer Coordinator at e-mail address: [Steve.Adelmeyer@maryland.gov](mailto:Steve.Adelmeyer@maryland.gov) and [JessicaM.Bradley@maryland.gov](mailto:JessicaM.Bradley@maryland.gov).

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

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

Any action on the part of the Potomac Center/SETT, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

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

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

### **3.3.1 Invoice Submission Schedule**

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

- A. For items of work for which there is one-time pricing (see **Attachment B** –The Price Form), those items shall be billed in the month following the acceptance of the work by the State.
- B. For Items of work for which there is annual pricing (see **Attachment B**–The Price Form), those items shall be billed Option 1: in equal monthly installments for the applicable Contract year in the month following the performance of the services.
- C. Invoices for work performed on a labor hour or time and materials basis shall be submitted on or before the 5th business day of the month following the end of the invoice period.

### **3.3.2 Labor Hour/Time and Materials Invoicing**

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

#### **1. Timesheet Reporting**

Within three (3) Business Days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all Contractor Personnel / employees / resources working under the Contract.

At a minimum, each semi-monthly timesheet shall show:

- 1) Title: "Time Sheet for Psychologist for the Potomac Center/SETT;
- 2) Issuing company name, address, and telephone number;
- 3) For each Contractor employee /resource:
  - a) Contractor employee / resource name, and
  - b) For each period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th, and 16th through last day of the month.):
    - i) Tasks completed that week and the associated deliverable names and ID#s;
    - ii) Number of hours worked each day;
    - iii) Total number of hours worked that Period;
    - iv) Period variance above or below 40 hours;
    - v) Annual number of hours planned under the Task Order;
    - vi) Annual number of hours worked to date; and
    - vii) Balance of hours remaining;
- 4) Annual variance to date (Sum of periodic variances); and
- 5) Signature and date lines for the Contract Monitor.

Time sheets shall be submitted to the Contract Monitor prior to invoicing. The Contract Monitor shall sign the timesheet to indicate authorization to invoice.

## **2. Materials Reporting**

Submit evidence to support the cost of materials and that billing on the invoice is consistent with the requirements stated in **Section 2** of the IFB.

- A. For the purposes of the Contract an amount will not be deemed due and payable if:
  1. The amount invoiced is inconsistent with the Contract;
  2. The proper invoice has not been received by the party or office specified in the Contract;
  3. The invoice or performance is in dispute, or the Contractor has failed to otherwise comply with the provisions of the Contract;
  4. The item or services have not been accepted;
  5. The quantity of items delivered is less than the quantity ordered;
  6. The items or services do not meet the quality requirements of the Contract;

7. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
8. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
9. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

### **3.3.3 Travel Reimbursement**

Travel will not be reimbursed under this IFB.

## **3.4 Liquidated Damages**

### **3.4.1 MBE Liquidated Damages**

Inapplicable because there is no MBE goal for this IFB.

### **3.4.2 Liquidated Damages other than MBE**

This section is inapplicable to this IFB.

### **3.4.3 Problem Escalation Procedure**

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

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

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

### 3.5 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS IFB.

### 3.6 Payments by Electronic Funds Transfer

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

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

### 3.7 Prompt Payment Policy

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

<https://www.marylandcomptroller.gov/content/dam/mdcomp/md/state-accounting/forms/GADX10Form.pdf> . **Prompt Payment Policy**

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, **Section 30** "Prompt Pay Requirements" (see [Exhibit-2-Sample-Contract](#)) Additional information is available on GOSBA's website at: <http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

### 3.8 Federal Funding Acknowledgement

This Contract does not contain federal funds.

### 3.9 Conflict of Interest Affidavit and Disclosure

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

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

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

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

### 3.10 Non-Disclosure Agreement

#### 3.10.1 Non-Disclosure Agreement (Bidder)

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

#### 3.10.2 Non-Disclosure Agreement (Contractor)

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

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

### 3.11 The State of Maryland’s Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

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

### 3.12 Insurance Requirements

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

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

- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Errors and Omissions/Professional Liability - One million dollars (\$1,000,000) per combined single limit per claim and three million dollars (\$3,000,000) annual aggregate.



- C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of one million dollars (\$1,000,000) per loss, and a minimum single loss retention not to exceed ten thousand dollars (\$10,000), with the Potomac Center/SETT listed as a “loss payee.”
  - D. Cyber Security / Data Breach Insurance – One million dollars (\$1,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.
  - E. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than. one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
  - F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.12.2** The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.
- 3.12.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.12.4** Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.12.5** The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

**3.12.6 Subcontractor Insurance**

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

**3.13 Corrective Action Plan (CAP)**

- A. MDH may issue a request for a Corrective Action Plan (CAP) to address Contractor performance issues. If any Contractor requirements as described in the IFB Contract are not satisfactorily performed, in the determination of the Contract Monitor, the Contractor

shall submit a Corrective Action Plan (CAP) upon request, describing all actions it will take to ensure that the impacted requirements will be satisfied thereafter. This CAP must be submitted to the Contract Monitor for approval within five (5) days of the Contract Monitor's written request identifying such deficiencies.

- B. The Contractor shall include the following in the CAP:
1. Background information;
  2. Problem definition statement;
  3. Findings and root cause description;
  4. Corrective actions; and
  5. Corrective action implementation dates
- C. If the Contract Monitor is not satisfied that the Contractor's proposed Corrective Action Plan will prevent a recurrence of the deficiency(ies), the Contract Monitor will notify the Contractor and require a revised CAP. The revised CAP must be submitted to the Contract Monitor within three (3) days of the Contract Monitor's rejection of the previous CAP.

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## 4 Bid Submission Information and Instructions

### 4.1 eMaryland Marketplace Advantage (eMMA)

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

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

### 4.2 Electronic Means

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

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

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

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

### 4.3 Pre-Bid Conference

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

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

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

**4.3.4** In order to assure adequate accommodations at the Conference, please email the completed [Attachment 2](#) for those expected to attend the Conference to the Procurement Officer no later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five

(5) Business Days prior to the Conference date. Reasonable effort will be made to provide such special accommodation.

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

#### 4.4 Questions

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

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

#### 4.5 Bid Due (Closing) Date and Time

- 4.5.1 Bids must be submitted in eMMA to be received by the Procurement Officer no later than the Bid due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in **COMAR 21.05.02.10**. Bids received after that date will not be considered. Requests for an extension of this date or time shall not be granted.
- 4.5.2 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.
- 4.5.3 Potential Bidders not responding to this solicitation are requested to submit the “No Bid Notice/Vendor Feedback” form [Attachment 1](#), which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

#### 4.6 Receipt, Opening and Recording of Bids

- 4.6.1 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 State may not disclose the identity of any Bidder.
- 4.6.2 Bids shall be opened publicly at the time, date and place designated in the Key Information Summary Sheet.
- 4.6.3 The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of Bid opening.

#### 4.7 Duration of Bids

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

#### 4.8 Revisions to the IFB

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

#### 4.9 Cancellations

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

#### 4.10 Incurred Expenses

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

#### 4.11 Protest/Disputes

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

#### 4.12 Bidder Responsibilities

- 4.12.1 A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the

successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

- 4.12.2** If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified using [Attachment D](#) or [Attachment E](#) as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix or Appendices to this IFB (see “**Appendix 4 - MBE Participation Goal**” and “**Appendix 5 - VSBE Participation Goal**”).
- 4.12.3** If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g., insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.12.4** A parental guarantee of the performance of the Bidder under this section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder’s experience and qualifications. Instead, the Bidder’s responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

#### **4.13 Acceptance of Terms and Conditions**

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

#### **4.14 Compliance with Laws/Arrearages**

- 4.14.1** 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.
- 4.14.2** By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

#### **4.15 Verification of Registration and Tax Payment**

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

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

#### **4.16 False Statements**

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

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

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

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

**4.16.4** A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

#### **4.17 Confidentiality of Bids / Public Information Act Notice**

**4.17.1** The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers to contain confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.

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

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

#### **4.18 Use of Bidder's Form Not Binding on State**

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



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

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

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

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

TABLE A - Attachments and Documents Required with the Bid	
Attachment	Attachment Name
A	<p><b>Bid Affidavit</b></p> <p>A Bid submitted by the Bidder must be accompanied by a completed Bid Affidavit.  <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf</a></p>
B	<p><b>The B-1 Financial Bid Form</b> (as specified within eMMA)  <b>Do not alter this Bid Form</b> or the Bid may be determined to be not responsive. The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.            (See <a href="#">Appendix 2</a> for specific <b>B-1 Bid Form Instructions</b>.)</p>
C	<p><b>Bid Bond</b> N/A</p>
D	<p><b>MBE Forms D-1A</b> N/A</p>
E	<p><b>Veteran-Owned Small Business Enterprise (VSBE) Form E-1A</b> N/A</p>
F	<p><b>Bidder Information Sheet</b>  <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-Information-Sheet.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-Information-Sheet.pdf</a></p>
G	<p><b>Maryland Living Wage Requirements Affidavit of Agreement</b>  <b>(for Services and Facilities Maintenance Contracts - See Appendix 6 for Details)</b>  <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf</a></p>
H	<p><b>Federal Funds Attachments</b> N/A</p>
I	<p><b>Conflict of Interest Affidavit and Disclosure</b></p>



**TABLE A - Attachments and Documents Required with the Bid**

Attachment	Attachment Name
	<a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf</a> <i>Note: If this solicitation will result in the “selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.</i>
J	<b>Mercury Affidavit</b> N/A
K	<b>Location of the Performance of Services Disclosure</b> N/A
L	<b>Reference Checks</b> (Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past five years. <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-L.-Reference-Checks.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-L.-Reference-Checks.pdf</a>
M	<b>List of Current or Prior State Contracts</b> <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-M.-List-of-Current-or-Prior-State-Contracts.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-M.-List-of-Current-or-Prior-State-Contracts.pdf</a>
N	<b>Legal Action Summary</b> <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-N.-Legal-Action-Summary.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-N.-Legal-Action-Summary.pdf</a>
O	<b>Payment of Employee Healthcare Expenses Certification</b> <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf</a>
P	<b>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</b> <a href="https://content.govdelivery.com/attachments/MDDGS/2026/02/19/file_attachments/3558747/Attachment%20P.%20Prime%20Contractor%20List%20of%20ALL%20Subcontractors.v2.2026.xlsx">https://content.govdelivery.com/attachments/MDDGS/2026/02/19/file_attachments/3558747/Attachment%20P.%20Prime%20Contractor%20List%20of%20ALL%20Subcontractors.v2.2026.xlsx</a> The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this IFB.

**TABLE A - Attachments and Documents Required with the Bid**

Attachment	Attachment Name
Q	<b>Labor Resume Form</b> <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-Q.-Labor-Resume-Form.dotx">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-Q.-Labor-Resume-Form.dotx</a>
R	<b>Corporate Diversity Addendum</b> N/A

**Additional Required Documents with the Bid**

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

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

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

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

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

**Acknowledgement** of all addenda to this IFB.

## 4.20 Bid Delivery Instructions

**4.20.1** Each Bidder shall submit its Bid Package as specified below.

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

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

#### 4.21 Bid Evaluation Criteria and Award Basis

- 4.21.1 The Bids will be evaluated based on the Total Bid Price, as per **COMAR 21.05.02.13**. All Bids will be ranked from the lowest (most favorable) to the highest (least favorable) price based on the Total Bid Price as submitted in its Bid.
- 4.21.2 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.

#### 4.22 Tie Bids

Tie Bids will be decided pursuant to **COMAR 21.05.02.14**.

#### 4.23 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. **COMAR 21.05.01.04** permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Bidder;
- B. The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

#### 4.24 Small Business Preference

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

- (a) More than 5 percent;
- (b) More than 7 percent for a veteran-owned small business;
- (c) More than 8 percent for a disabled-veteran-owned small business; or
- (d) The predetermined percentage preference.

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

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

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

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B N/A
E	VSBE Forms E-1B, E-2, E-3 N/A
S	Non-Disclosure Agreement (Contractor) <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf</a>
T	HIPAA Business Associate Agreement <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-T.-HIPAA-Business-Associate-Agreement.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-T.-HIPAA-Business-Associate-Agreement.pdf</a>
U	Contract Affidavit <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf</a>
V	DHS Hiring Agreement N/A
W	Performance Bond N/A
X	Payment Bond N/A

Y	<p><b>Data Use Agreement</b></p> <p><a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement.pdf</a></p>
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## 5 IFB Appendices and Exhibits

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

### 5.1 Appendices (Table C)

TABLE C – APPENDICES	
Appendix #	Appendix Name
1	Abbreviations and Definitions (See enclosed)
2	B-1 Bid Instructions (See enclosed)
3	Labor Categories – N/A
4	MBE Participation Goal — N/A
5	VSBE Participation Goal — N/A
6	Living Wage Requirements — (See Attached)
7	Bonds – N/A
8	Potomac Center/SETT Pandemic Protocol (See Attached)

## 5.2 Exhibits (Table D)

TABLE D – Exhibits	
Exhibit #	Exhibit Name
1	MBE, VSBE, and SBR Research Factors Template — N/A
2	Sample Contract (See Exhibit 2 Attached)
3	Deliverable Product Acceptance Form (DPAF) — N/A

## Appendix 1. Abbreviations and Definitions

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

- A. Bid/Proposal – The Bidder’s Bid or, as appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- B. Bid Package - The Bidder’s Bid or the Offeror’s Proposal and all required Attachments as identified in IFB/RFP **Table A (Attachments and Documents Required with the Bid/Attachments and Documents Required with Proposal)**. Any attachments not required will be labeled “Not Applicable” or “N/A” in Table A.
- C. Bid/Proposal Price Form or Price Form - The Attachment B The Price Form that contains the prices bid by the Bidder or proposed by the Offeror.
- D. Bidder/Offeror – An entity that submits a Bid or Proposal in response to this IFB/RFP.
- E. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- F. COMAR – Code of Maryland Regulations available on-line at <https://dsd.maryland.gov/Pages/COMARSearch.aspx>
- G. Contract – The Contract, in the form of **Exhibit 2** hereto, to be awarded to the successful Bidder pursuant to this IFB/RFP.
- H. Contract Monitor – The State representative, or their documented designee, for this Contract who is primarily responsible for Contract administration functions, including, but not limited to, issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Contract Monitor may be changed at any time by written notice to the Contractor.
- I. Contractor – The selected Bidder/Offeror awarded a Contract by the State.
- J. Contractor Personnel – Employees, agents and subcontractor’s employees and agents performing work for or at the direction of the Contractor under the terms of the Contract.
- K. CPR and First Aid Certification – Safety training to provide vital knowledge needed to respond to a medical emergency effectively and efficiently.
- L. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- M. Potomac Center and Secure Evaluation Therapeutic Treatment or Potomac Center/SETT or (PCSETT) – Residential care facilities for intellectually disabled individuals who may have co-existing mental disorders. The Potomac Center is an intermediate care facility (ICF) and SETT is a secure forensic facility.



- N. eMMA – eMaryland Marketplace Advantage; the State’s eProcurement system.
- O. Holiday Pay — Any form of alternative compensation offered to employees who work or do not work during State Holidays. State Holidays can be found on [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- P. Intellectual Disabilities – For the purposes of this solicitation, “intellectual disabilities” is as defined in Health-General Article, § 7-101(n), Annotated Code of Maryland- Intellectual disability” means a developmental disability that is evidenced by significantly subaverage intellectual functioning and impairment in the adaptive behavior of an individual.
- Q. Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/ID) – As defined in Medicaid.gov, is a Medicaid-funded residential program providing 24-hour, comprehensive health, rehabilitation, and active treatment services.
- R. Invitation for Bids (IFB) – This Invitation for Bids issued by the Potomac Center and Secure Evaluation Therapeutic Treatment (Potomac Center/SETT), with the Solicitation Number and date of issuance indicated in the **Key Information Summary Sheet**, including any amendments and attachments thereto.
- S. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract.
- T. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- U. Licensed Psychologist – A licensed psychologist is a doctoral-level mental health professional (PhD, PsyD, or EdD) authorized by a state board to independently assess, diagnose, and treat mental, emotional, and behavioral disorders.
- V. MANDT System Training – Promotes individual and organizational well-being and safety with both non-physical and physical interactions. Focus areas of the training include de-escalation during crisis phase, Positive Behavioral Supports and trauma-informed care to help direct support professionals in understanding human behavior.
- W. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- X. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- Y. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- Z. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.

- AA. Office of Health Care Quality (OHCQ) – Is the agency within the Maryland Department of Health charged with monitoring the quality of care in Maryland’s health care facilities and community-based programs.
- BB. Overtime — Additional compensation or higher pay rate for hours worked by an employee that exceed their scheduled working hours.
- CC. Personal Information (PI) or Personally Identifiable Information (PII) – As defined by statute under the State Government Article, Annotated Code of Maryland, Section 10-1301(c):
- 1) “Personal information” means an individual's first name or first initial and last name, personal mark, or unique biometric or genetic print or image, in combination with one or more of the following data elements:
    - i) a Social Security number;
    - ii) a driver's license number, state identification card number, or other individual identification number issued by a unit;
    - iii) a passport number or other identification number issued by the United States government;
    - iv) an Individual Taxpayer Identification Number; or
    - v) a financial or other account number, a credit card number, or a debit card number that, in combination with any required security code, access code, or password, would permit access to an individual's account.
  - 2) “Personal information” does not include a voter registration number.
- DD. Personal Protective Equipment (PPE) — Protective equipment worn to minimize exposure to hazards that may cause injury or illness. For the purposes of this contract, PPE refers to medical protective clothing which may include helmets, gloves, face shields, goggles, facemasks, or respirators.
- EE. Procurement Officer – As defined in COMAR21.01.02.01B.(67) and prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After a Contract award, the Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Procurement Officer may be changed at any time by written notice to the Contractor.
- FF. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- GG. Psychologist – American Psychological Association definition. A psychologist is a licensed mental health professional with a doctoral degree (PhD, PsyD, or EdD) who studies mental processes and human behavior to diagnose and treat cognitive, emotional, and behavioral disorders.
- HH. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of

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

- II. Security or Security Measures – The technology, policy, and procedures that a) protects and b) controls access to networks, systems, and data.
- JJ. Sensitive Data - Means PII; PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- KK. State – The State of Maryland, including the agency that is issuing this solicitation and executing the awarded contract.
- LL. Total Bid/Proposal Price - The Bidder’s bid price or evaluated bid price for goods and services in response to this solicitation or the Offeror’s financial proposal price or evaluated financial proposal price, included in **Attachment B** – Price Form Instructions.
- MM. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

### B-1 Bid Instructions

In order to assist each Bidder in the preparation of its Bid and to comply with the requirements of this solicitation, Bid Instructions and a Bid Form have been prepared. Each Bidder shall submit its Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid may be determined to be not responsive. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15.  
Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35., or dollar, as applicable.
- D) Any goods or services required through this IFB and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
- E) Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Bid not responsive.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.02.12 and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be **fully loaded** prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are

typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.

- K) Failure to adhere to any of these instructions may result in the Bid being determined not responsive
- L) The Potomac Center will only pay for hours actually worked.

## Appendix 8. Potomac Center/SETT Pandemic Protocol

### I. Admission Requirements for fully vaccinated residents

- a. Fully vaccinated individuals will forgo any additional testing or isolation upon admission and will be placed on their home cottage and room.

### II. Admission Requirements for partially or unvaccinated individuals.

- a. An individual must be asymptomatic for 10 days. If a COVID-19 test was administered prior to admission, the resident would be admitted after results are negative.
- b. If results are positive, an additional 10 days with improving symptoms and hours, without fever reducing medications, for 72 hours is required prior to admission.
- c. Once the resident is admitted they will be placed in isolation for a minimum of 72 hours and will be tested for COVID-19.
  - i. If the resident tests positive, the Potomac Center/SETT Pandemic Protocol for isolation of residents will be followed.
  - ii. If resident tests negative the resident will be placed on their home cottage and room.

### III. Current Resident Testing

- a. Residents who are experiencing flu like symptoms and/or have a fever of 100.4 will be placed in isolation and shall remain in isolation for a minimum time of twenty-four hours symptom free and afebrile, without an analgesic (i.e. Tylenol, ibuprofen).
  - i. For each resident we place in isolation we will request from a physician an order for a rapid COVID-19 testing and a rapid influenza test during traditional influenza season (October 1st – March 30th), and a Polymerase Chain Reaction (PCR) COVID-19 test will be sent to our MDH State laboratory and be tested for both COVID-19 and influenza.
  - ii. Temperature checks will additionally be initiated on all residents on the cottage. As indicated, PPE may also be provided.
  - iii. While awaiting the results, the isolation protocol will be utilized.
- b. Positive Results
  - i. If the resident's rapid influenza test is positive, they will continue to stay in isolation for 5 days or until they are symptom free for 24 hours.
  - ii. If the resident's rapid COVID-19 test is positive they will continue to stay in isolation for a minimum of 10 days and 24 hours afebrile and symptoms improving.

- iii. If they leave isolation, despite redirection, the resident will be encouraged to don PPE and will be assessed by their Interdisciplinary Team for additional strategies.
  - 1. If resident refuses to wear PPE, we will encourage all other residents to don PPE as an additional precaution.
- iv. If the PCR COVID-19 and Influenza results confirm the rapid testing completed on site, no further intervention is needed. If the results are negative, the nursing department will make a determination if they should be retested or removed from isolation.
- c. Negative Results for fully vaccinated residents
  - i. The resident may return to their normal activities.
- d. Negative Results for residents who have not been fully vaccinated
  - i. If isolated with peers with a positive test of a communicable disease the resident may return to their previous living space 10 days after the peer who has COVID- 19 meets the criteria to end isolation or 5 days if the peer was positive for influenza; the date of return will be provided by the nursing department.
    - 1. Isolation timeframe may be altered based on CDC recommendations
      - a. Examples may include but may not be limited to all isolated parties have negative results and are symptom free.
  - ii. The isolated resident will be required to do all of their activities including but not limited to activities such as eating, Activities of Daily Living (ADLs), and activities in their isolation space while in isolation.

#### IV. Isolation of Potomac Center Residents

- a. We will isolate residents in the gym/vocational pods if they need isolation.
  - i. Cots and/or beds will be placed in the gym/vocational pods strategically that will allow adequate spacing if there are multiple residents.
  - ii. Isolation carts will be placed strategically throughout the area and outside the gym doors in response to the number of residents in isolation; with the opportunity for additional supplies to be added if necessary.
- b. The resident will be required to stay in their isolated space for the duration of the isolation.
- c. The isolated resident will be required to eat in their isolation space while in isolation and if they leave the isolation space the resident will be encouraged to don PPE.
- d. Each staff member will be required to don PPE prior to each interaction of the isolated resident/residents.
- e. Resident/Residents will utilize the available bathroom in the gym/pod area.

- i. If it is a shared bathroom, the bathroom space must be disinfected after residents utilize the bathroom for each individual encounter of the isolated resident.
- f. Continued training/retraining will be completed for those who need PPE training.

V. Isolation of SETT Residents

- a. We will begin by utilizing the TV room 102 and 128 on cottage 3 and the respite room on cottage 4. If additional beds are needed on cottage 4, we will utilize one of the dining rooms to allow the other dining room to remain accessible. The dining room will also be utilized if we are unable to maintain an individual in their room.
  - i. Isolation carts will be placed outside the door of the individual isolation space. A trash can with a bag will be placed inside the door of the room as well as outside of the room.
    - 1. Additional PPE will be placed in containers/cart for staff members during the isolation period.
  - ii. Residents will utilize the available bathroom in isolation from other residents.
    - 1. If it is a shared bathroom, the bathroom space must be disinfected after residents utilize the bathroom for each individual encounter of the isolated resident.
- b. If we have more than 5 individuals per cottage in isolation during a 7-day timeframe, or if current census and population warrant it, we will utilize a wing of the cottages.
  - i. The wing that will be utilized will be discussed by the team and finalized by nursing.
  - ii. If we are utilizing wing/wings for isolation, the isolation carts will be placed outside the double doors of the wing in addition to the isolation bedrooms.
  - iii. The cart/carts and cottages will be stocked with additional PPE.
- c. The resident will be required to stay in their isolation space for the duration of the isolation and if they leave their isolation space the resident will be required to don PPE.
  - i. If resident refuses to wear PPE, we will encourage all other residents to don PPE.
- d. Each staff member will be required to don PPE prior to each interaction of the isolated resident/residents.

VI. Staffing for Residents Testing Positive for COVID-19 or Influenza

- a. Volunteers will be asked to work with positive, isolated residents; if no staff volunteer or if the number of staff who volunteer is inadequate to meet minimum staffing needs, staff will be assigned as per scheduling procedure.
  - i. Each staff will be trained/retrained on PPE protocol and trained on isolation protocol. Only PPE approved by nursing may be worn.
  - ii. Nursing will be accessible 24 hours for any immediate needs or questions.



VII. Resident Off-Site Appointments/Medical Emergency

- a. Scheduled, off-site appointments are limited to only if medically necessary or court mandated and will be reviewed on a case-by-case basis.
  - i. Upon return from appointment, resident is to wear PPE and will be on temperature checks for 10 days.
- b. For unvaccinated residents who have left the premises to go to the emergency room or urgent care they should be encouraged to wear a mask & will be tested 3-5 days after their visit.
  - i. Please refer to section III & IV: Current Resident Testing & Isolation of Residents
- c. For vaccinated residents who have left the premises to go to the emergency room or urgent care they should be encouraged to wear a mask during their visit and for 10 days after their visit but may return to their normal activities.

VIII. Visitors, Volunteers, Contractors in non-residential areas, etc.

- a. Limitations will be placed on who will be allowed on-site access. This will be based on needs of the residents and the facility.
  - i. Individuals allowed on campus will have their temperature taken and must be afebrile and deny having COVID-19 or Influenza-like symptoms to be able to enter the campus.
  - ii. Individuals allowed on campus will be required to wear face masks for the entirety of their visit and required to maintain social distancing when possible.
    - 1. Individuals may choose to wear an N95 mask or a mask with 2 or more layers that is washable and breathable.
    - 2. The mask must completely cover your nose and mouth.
    - 3. The mask must fit snugly against your face and not have gaps.
    - 4. Gaiters are not allowed as a substitution for masks at this time.
- b. On-site visitation policy will be permitted under certain guidelines and restrictions to ensure our residents' and staffs' health and safety, which will be outlined in Amendment A. Phone and video calls are also offered as alternative means for connecting with family/friends.

IX. Contractors in Residential Areas

- a. Limitation will be placed on who will be allowed on-site access. This will be based on needs of the residents and the facility.
  - i. Individuals allowed on campus will have their temperature taken and must be afebrile.
  - ii. The Contractor's temperature must be less than 100.4 degrees Fahrenheit to be allowed to enter the campus; if longer than an 8 hour shift it will be

- taken twice during their shift to ensure the staff continue to remain afebrile.
- iii. The staff will complete a self-temperature check with the wrist thermometer located in the administrative building.
    - 1. They will then write their temperature on the assessment log.
    - 2. If their temperature reads less than 97.0 degrees or greater than 100.4 degrees, the staff will have their temperature immediately re-taken manually by the staff in the reception area.
  - iv. Staff must also deny having symptoms of COVID-19
    - 1. If any answer is yes, they will be required to take a rapid COVID-19 test and a rapid influenza test on campus, and a PCR COVID-19 test will be sent out for testing during the months of October through March.
      - a. If both the COVID-19 and influenza rapid tests are negative, staff will report to their assigned shift while awaiting the result of the PCR test.
        - i. If the result of the PCR test is also negative no further intervention is needed.
      - b. If the Contractor's rapid influenza test is positive, they will continue to stay in isolation for 5 days or until they are symptom free for 24 hours while awaiting the result of the PCR test.
        - i. If the result of the PCR test is also positive no additional intervention is needed.
        - ii. If the result of the PCR test is negative, the contractor can resume their scheduled work on campus.
    - 2. During the months of April through September staff members will only be tested for COVID-19 unless a confirmed exposure to a person with influenza.
      - a. If the rapid COVID-19 test is negative staff will report to their assigned shift while awaiting the results of the PCR COVID – 19 test results.
        - i. If the PCR COVID-19 test is also negative no further interventions are needed.
        - ii. If the PCR COVID-19 test is positive the staff may not return to campus until
          - 1. A minimum of 10 days and 24 hours afebrile and symptoms improving.
      - 3. Once on campus they are required to wear a mask for the entirety of their shift.
  - v. Individuals allowed on campus will be required to wear face masks for the entirety of their visit and required to maintain social distancing when possible.

1. Individuals may choose to wear an N95 mask or a mask with 2 or more layers that is washable and breathable.
2. The mask must completely cover your nose and mouth.
3. The mask must fit snugly against your face and not have gaps.
4. Gaiters are not allowed as a substitution for masks at this time.

X. Staff precautions

- a. Before staff entry on campus
  - i. The staff's temperature must be less than 100.4 degrees Fahrenheit to be allowed to enter the campus; if longer than an 8 hour shift it will be taken twice during their shift to ensure the staff continue to remain afebrile.
  - ii. The staff will complete a self-temperature check with the wrist thermometer located in the administrative building.
    1. They will then write their temperature on the assessment log.
    2. If their temperature reads less than 97.0 degrees or greater than 100.4 degrees, the staff will have their temperature immediately re-taken manually by the staff in the reception area.
  - iii. Staff must also deny having symptoms of COVID-19.
    1. If any answer is yes, they will be required to take a rapid COVID-19 test and a rapid influenza test on campus, and a PCR COVID-19 test will be sent out for testing during the months of October through March.
      - a. If both the COVID-19 and influenza rapid tests are negative, staff will report to their assigned shift while awaiting the result of the PCR test.
        - i. If the result of the PCR test is also negative no further intervention is needed.
      - b. If the staff's rapid influenza test is positive, they will continue to stay in isolation for 5 days or until they are symptom free for 24 hours while awaiting the result of the PCR test.
        - i. If the result of the PCR test is also positive no additional intervention is needed.
        - ii. If the result of the PCR test is negative, staff should report to work immediately for their next scheduled shift.
      - c. If the staff's rapid COVID-19 test is positive they will continue to stay in isolation for a minimum of 10 days and 24 hours afebrile and with symptoms improving while awaiting the result of the PCR test.
        - i. If the result of the PCR test is also positive no additional intervention is needed.

- ii. If the result of the PCR test is negative staff should report to work immediately for their next scheduled shift.
- 2. During the months of April through September staff members will only be tested for COVID-19 unless a confirmed exposure to a person with influenza.
  - a. If the rapid COVID-19 test is negative staff will report to their assigned shift while awaiting the results of the PCR COVID – 19 test results.
    - i. If the PCR COVID-19 test is also negative no further interventions are needed.
    - ii. If the PCR COVID-19 test is positive the staff may not return to campus until
      - 1. A minimum of 10 days and 24 hours afebrile and symptoms improving.
  - b. Once on campus they are required to wear a mask for the entirety of their shift.
    - i. Staff may choose to wear an N95 mask or a mask with 2 or more layers that is washable and breathable.
    - ii. The mask must completely cover your nose and mouth.
    - iii. The mask must fit snugly against your face and not have gaps.
    - iv. Gaiters are not allowed as a substitution for masks at this time.
  - c. Staff who are not fully vaccinated and exposed to individuals with the COVID-19 virus greater than 15 minutes during a 24-hour period without PPE precautions and will not have further contact will be tested for the COVID-19 virus no later than 24 hours after exposure. The will be sent home and may return:
    - i. Immediately after negative test results.
    - ii. Minimum of 10 days and 24 hours afebrile and symptoms improving after positive test results.
    - iii. Any time exceeding 48 hours before testing will require leave time without pay.
  - d. Staff who are fully vaccinated for the COVID vaccine virus and exposed to individuals with the COVID-19 virus, will be able to work in their previous capacity and do not need to be tested unless they have symptoms. Please refer to section X, item iii.
  - e. Staff who are not fully vaccinated and lives with someone with COVID-19 and cannot avoid continued close contact

- i. May return 10 days after the person who has COVID-19 meets the criteria to end home isolation; the date of return will be provided by the nursing department.
- f. Staff who are not fully vaccinated and exposed to individuals with the COVID-19 virus while wearing PPE precautions will have their temperature checked twice a day for a minimum of 72 hours.
  - i. If the staff's temperature check yields an elevated temperature greater than 100.4 degrees Fahrenheit, they will be sent home and can return immediately after a negative COVID-19 test or after a minimum of 10 days and 24 hours afebrile and symptoms improving.
- g. Staff who call in with complaints of COVID-19 like symptoms will be required to get tested for the COVID-19 virus no later than 24 hours and may return to work:
  - i. Immediately after negative test results
  - ii. Minimum of 10 days and 24 hours afebrile and symptoms improving after positive test results.
- h. Staff who intend to travel for non-essential reasons, are encouraged to report this travel, and asked to test upon return to work and may return:
  - i. Immediately after negative test results.
    - 1. Please contact immediate supervisor for consideration of a change in your staffing schedule.
- i. All vaccinated staff shall continue to test for the COVID-19 virus monthly, and all non-vaccinated staff shall continue to be tested weekly for the COVID-19 virus.
- j. Staff who test positive for COVID-19 during MDH required monthly or weekly testing:
  - i. Shall not report to work.
  - ii. If on campus, the staff will be asked to leave the campus.
  - iii. They may return after a minimum of 10 days and 24 hours afebrile and symptoms improving.
  - iv. A staff member who has tested positive for COVID-19 will not need to be retested for the purposes of MDH COVID-19 testing guidelines within 8 weeks of their initial positive test.

XI. New Staff:

- a. All new staff will be required to test prior to their start date.

XII. Non-Compliance

- a. Universal COVID-19 monthly testing is required of each staff member during this pandemic. Fully vaccinated staff are required to test monthly. Staff who are not fully vaccinated are required to test weekly. The week will begin on Wednesday at 8:00 am and will end at close of business on Tuesday.
  - i. An employee who refuses to allow PC to collect a specimen for an MDH-administered COVID-19 test shall not be permitted to work and will remain on leave without pay status until the employees has submitted their specimen for an MDH administered COVID-19 test.
  - ii. There will be a requirement of 7 days or more in between testing time for the universal testing completed each month for staff members.
  - iii. The employee shall be rescheduled for the next available testing date and time.
- b. Failure to comply with the Pandemic Protocol may result in disciplinary action.

### **XIII. Staff Shortage Protocol**

- a. The current mandate procedure will be followed for direct care staff.
- b. Essential employees will be utilized to assist with the daily operations of the facility. This will be determined by the appropriate supervisor or director for immediate and urgent needs and will be re-evaluated if needed for long-term solutions.
- c. Mission critical employees will be utilized to assist with the daily operations of the facility. This will be determined by the appropriate supervisor or director for immediate and urgent needs and will be re-evaluated if needed for long-term solutions.