

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



REQUEST FOR PROPOSAL NO. P-10000552

**BEHAVIORAL HEALTH CRISIS STABILIZATION CENTER
START-UP AND SUSTAINABILITY FUNDING**

Timeline

Issue Date	August 4, 2026
Pre-Proposal Meeting (Non-Mandatory)	August 27, 2026, 11:00am Please contact Rachel Little at rlittle@baltimorecountymd.gov for meeting link.
Question Submission Deadline	September 8, 2026, 3:00pm
Due Deadline	September 22, 2026, 3:00pm

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Procurement Portal at <https://procurement.opengov.com/portal/baltimorecountymd> to obtain amendments.

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Table Of Contents

1. GENERAL INSTRUCTIONS FOR SOLICITATIONS
2. TIMELINE
3. INSURANCE PROVISIONS
4. BACKGROUND
5. SCOPE OF SERVICES AND SPECIFICATIONS
6. PROPOSAL REQUIREMENTS
7. COMPENSATION
8. QUESTIONS AND INQUIRIES; ADDENDA
9. EVALUATION OF OFFERS
10. ORAL PRESENTATION
11. OFFEROR QUALIFICATIONS
12. INSURANCE
13. GENERAL TERMS AND CONDITIONS
14. VENDOR REQUIRED FORMS
15. ATTACHMENTS

Attachments:

A - Attachment A Business Associate Agreement

B - Attachment B DHMH 432a-h

C - Attachment C Line Item Budget Justification

D - Attachment D Indirect Cost Form

E - BBH Phased Implementation Plan Proposal TEMPLATE 06.23.2026

F - Baltimore County Crisis System Needs Analysis Final

1. GENERAL INSTRUCTIONS FOR SOLICITATIONS

Instructions, Forms and Specifications

- A. All offers are to be submitted on and in accordance with the forms provided by the Division of Procurement Services. All offers must be submitted electronically as specified in the General Conditions. Bid/Proposal times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late offers will not be considered.
- B. Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Division of Purchasing Services. This does not apply to Requests for Quotations.
- C. Amendments to solicitations often occur prior to offer opening and sometimes within hours prior to offer opening. All bidders are responsible for frequently visiting the Procurement Services web site to obtain amendments.
- D. Additional information or clarification of any of the instructions or information contained herein may be obtained from the Division of Purchasing Services. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Division of Purchasing.
- E. Offerors finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Division of Purchasing Services in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Division of Purchasing Services will notify all offerors in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.
- F. Unless a written exception detailing non-conformance to specifications is noted on the offer, any part number, product number, catalog number, etc., noted on the offer will be considered in full compliance with the specifications.
- G. Submission of a offer in response to this solicitation evidences the offeror's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of an offer evidences offeror's representation and warranty that the person submitting the offer is authorized to act for and bind the contractor.
- H. All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.
- I. Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

Award of Solicitations

- A. Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2015, as amended.
- B. Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.
- C. The successful offeror may be required to give security or bond, as stated in the bid document, for performance of the contract.
- D. When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the offer.
- E. Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in offer evaluation. An offer offering a cash discount in a period of less than 30 days will be evaluated as an offer without a discount offer; however, should that offeror obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.
- F. Invoices against resulting order(s) must be submitted, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665 or via email to disbursement@baltimorecountymd.gov with vendor name in the subject line. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).
- G. The County will not pay interest charges or other penalties for invoice payments.
- H. Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.
- I. The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

Public Information, Proprietary And Confidential Information:

- A. The County operates under the Maryland Public Information Act, which permits access to most records and documents.
- B. Bids/Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. It is the responsibility of the bidder/offeror to clearly identify each part of their bid/proposal that it believes is confidential or proprietary by identifying each pertinent page with the clearly legible words "confidential" or "proprietary". The bidder/offeror agrees, with regard

to any portion of the bid/proposal that is not identified as "proprietary" or "confidential" that it believes, and expressly permits, the County to deem it not to be proprietary or confidential. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Public Information Act, State Government Article, Sections §§ 10-611 through 10-628, of the Annotated Code of Maryland.

- C. Failure to comply may result in disclosure of unmarked information or rejection of improperly designated confidential material.

Reservations

- A. The County reserves the right to reject, in whole or in part, any and all offers received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.
- B. The County may waive formalities in offers as the interests of the County may require.
- C. The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices offered.
- D. The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.
- E. The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.
- F. At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.
- G. Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.
- H. The County further reserves the right to make such investigation as it deems necessary to determine the ability of offerors to furnish the required services, and offerors shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the offer of any offeror who is not currently in a position to perform the contract, or

who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

Delivery

- A. Offerors shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.
- B. The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.
- C. All offerors and vendors/contractors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

Competition

- A. The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.
- B. An offeror may offer a price on only one unit per line item. Even though two or more units may meet the specification, offerors must determine for themselves which to offer. Submission by an offeror of prices for more than one unit shall be sufficient cause for rejection of the offer for that specific item.
- C. Offers which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive offers, or offers obviously unbalanced, may be rejected.
- D. All offers must be accompanied by such descriptive literature as may be called for by the specifications or offers.
- E. If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Division of Purchasing Services. This applies also to any product used by a Contractor when providing a service to the County.

- F. Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive offerors.
- G. Unless multiple or alternate offers are requested in the solicitation, these offers may not be accepted. However, if an offeror clearly indicates a base offer, it shall be considered for award as though it were the only offer submitted by the offeror.

Terminations

- A. Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
- B. Termination for Default:
 - 1. In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
 - 2. Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
- C. Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

Hold Harmless – Indemnification

- A. The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- B. The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.
- C. Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice

Baltimore County is seeking Minority, Woman and Small Businesses to offer on current solicitations as a prime or subcontractor. In accordance with the **Executive Order 2022-005 dated December 6, 2022**, "an overall goal of 30% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

Authority

- A. In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.
- B. Offerors desiring to appeal a decision of the Division of Procurement Services must deliver written protests to the Division of Purchasing Services within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the offeror and respond in writing within 10 working days of receipt of written protests.

- C. Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2015, as amended, and regulations and policies established or prescribed by the Division of Purchasing Services.

HIPAA

The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

Reports

When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2015, as amended.

Terms of Contract

- A. Any contract awarded pursuant to this solicitation shall be by and between the successful offeror and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of an offer in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.
- B. The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.
- C. Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

Severability

If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

Counterparts

The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

Survival

The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

No Waiver, Etc.

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

Maryland Registration / Qualification Requirements

- A. Baltimore County verifies the company's status with SDAT and may require the successful offeror to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.
- B. For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at <https://businessexpress.maryland.gov/>.
If you need additional assistance call (410) 767-1184.
- C. Baltimore County requires the successful offeror to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful offeror's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of an offer.

Eligibility of Candidates for Employment

- A. The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.
- B. Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

Warranty

- A. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

- D. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

American Manufactured Goods Required for Public Works

- A. The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.
- B. This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.
- C. The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

Recycled and Environmentally Preferable Products and Services.

- A. Under **Executive Order 2025-01**, County agencies are encouraged to buy recycled and environmentally preferable products and services. Recycled products include recycled material, especially post-consumer material. Environmentally preferable products and services are those with a reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products include those that minimize the consumption of energy and water; prevent the creation of solid waste, air pollution or water pollution; minimize the use of materials or processes which compromise the environment; and/or promote the use of non-toxic substances and avoid toxic materials or processes.
- B. Baltimore County favors recycled and environmentally preferable products and services. All vendors are strongly encouraged to offer such products in response to solicitations and to assist the County in documenting recycled and environmentally preferable results.

Requests for Proposals

In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).

- A. All proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the proposal documents. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

- B. **Modifications:** The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.
- C. **Subcontracting and Assignment:** All sub-contracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.
- D. **Additional Reservations for RFP's**
1. This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.
 2. The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.
- E. **Confidentiality:** Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, General Provisions Article, Title 4, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.

2. TIMELINE

Issue Date:	August 4, 2026
Pre-Proposal Meeting (Non-Mandatory):	August 27, 2026, 11:00am Please contact Rachel Little at rlittle@baltimorecountymd.gov for meeting link.
Question Submission Deadline:	September 8, 2026, 3:00pm
Due Deadline:	September 22, 2026, 3:00pm

3. INSURANCE PROVISIONS

3.1. General Requirements

Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

3.2. Insurance Coverages

A. General Liability Insurance

1. Minimum Limits of Coverage:
2. Personal Injury Liability and Property Damage Liability Combined Single Limit - \$1,000,000 each occurrence
3. Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.
4. Minimum Coverages to be Included:
 - a. Independent Contractor's coverage;
 - b. Completed Operations and Products Liability coverage; and

c. Contractual Liability coverage.

5. Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

B. Automobile Liability Insurance

1. Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$1,000,000 any one accident

2. Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

C. Workers' Compensation and Employers' Liability Insurance

1. Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:
Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000 policy limit
Bodily Injury by Disease - \$1,000,000 each employee

D. Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

4. BACKGROUND

The Baltimore County, Department of Health, Bureau of Behavioral Health (BBH), Local Behavioral Health Authority (LBHA) seeks to partner with a qualified organization in the development and ongoing operation of a behavioral health crisis stabilization center (BHCSC) operating in Baltimore County.

BHCSC in this Request for Proposals (RFP) refers to a specific service provided through the public behavioral health system (PBHS) in Maryland. Details about this service are outlined in the Code of Maryland Regulations (COMAR), including but not limited to 10.63.03.21. COMAR may be accessed here: <https://dsd.maryland.gov/Pages/COMARHome.aspx/>.

Grant funding will be awarded through this procurement to support start-up and sustainability, this includes funding to support services not eligible for reimbursement through Maryland's PBHS Administrative Services Organization (ASO).

Funding will be provided to the selected Offeror for start-up and sustainability costs beginning in Fiscal Year (FY) 29 to support the provision of BHCSC services.

The Substance Abuse and Mental Health Services Administration's (SAMHSA) National Guidelines for Behavioral Health Crisis Care (<https://www.samhsa.gov/mental-health/national-behavioral-health->

[crisis-care](#)), which serves as a model and base of evidence for pursuing a BHCSC in Baltimore County, lists three core elements that are essential within a crisis care system: someone to contact, someone to respond, and a safe place for help. Baltimore County currently provides two of these essential elements: someone to contact and someone to respond.

A BHCSC is an easily accessible, non-stigmatizing space for the de-escalation and short-term treatment of behavioral health crises outside of a hospital or criminal justice setting. Individuals receive support from a multidisciplinary team of medical/behavioral health professionals and peer recovery specialists. Those experiencing a crisis may remain in the BHCSC for up to 24 hours, and are presented with opportunities for the initiation of, continuation of, or referral to longer-term mental health and/or substance-use treatment.

The BHCSC provides assistance for any individuals, families or communities located in the County: Experiencing a behavioral health crisis; Experiencing an overwhelming situational crisis; Who have been a victim of a crime or witness of violence; Post death by homicide or suicide; and regardless of age or insurance status.

The funded BHCSC will be considered an additional component in The Baltimore County Crisis Response System (BCCRS) - a comprehensive crisis system of care that serves all individuals across the lifespan in Baltimore County.

Historic BCCRS Operation:

- The BCCRS is a twenty five-year collaboration between the Baltimore County Police Department (BCoPD), the Baltimore County Department of Health (BCDH), and a competitively procured sub-vendor.
- In 2000, the collaboration was born out of the identified need to establish an innovative approach to assist individuals living with mental illness in the community. This was partially in response to a review conducted by the BCoPD. As a result of the identified need, the BCoPD and the BCDH, Core Service Agency (now known as the BBH/LBHA) responded by establishing a comprehensive BCCRS.
- Through this collaboration, Baltimore County agreed to pioneer the establishment of Maryland's first co-responder Mobile Response Team based on the Memphis, Tennessee Crisis Intervention Team (CIT) model. The CIT model was developed in 1988 through a collaboration of the Memphis Police Department, community stakeholders and the University of Memphis.
- The original BCCRS sub-vendor contract included funding to ensure the provision of services to communities on the eastern section of Baltimore County, the portion of Baltimore County identified to be in the greatest need. The foundational services of the BCCRS included an Operations Center (including a 24/7/365 hotline), Co-responder Mobile Response Team (MRT), In-home Intervention Team (IHIT), Urgent Care Clinic (UCC) and Critical Incident Stress Management (CISM). In 2006, IHIT and UCC were expanded County wide to ensure access for all County residents. In 2008, all services of the BCCRS became County wide.

- Since the end of the BCCRS initial sub-vendor contract period in 2006, the program has more than doubled in size and increased their ability to respond with the MRT by 300%. The Operations Center operates 24/7/365 and MRT services cover overnight shifts.
- BCCRS serves as the 988 Call Center for Baltimore County.
- In collaboration with the Baltimore County 911 Center, BCCRS provides clinicians stationed in the center to allow for diversion of Emergency Medical Services (EMS), Fire and Law Enforcement responses for behavioral health calls. Clinicians also assist with the de-escalation for callers when diversion of EMS, Fire, Police is not possible or indicated.

The goals of the BHCSC are to: improve public health by offering rapid, voluntary or involuntary assessment and connecting individuals directly to community-based, long-term care; provide all individuals in Baltimore County with access to emergency behavioral health care; divert from unnecessary hospitalizations and entry into the criminal justice system by providing less restrictive alternatives while utilizing existing support services; increase community education on behavioral health needs; and provide services to all residents of Baltimore County at no cost and regardless of insurance status.

The objectives of the BHCSC are to: increase diversions to home and community-based behavioral health crisis care; reduce the number of unnecessary emergency department psychiatric assessments; increase the numbers of individuals with behavioral health disorders engaged in home and community based behavioral health services; increase linkage to community behavioral health providers; and increase individual and caregiver satisfaction with PBHS services.

The BBH has identified the following System of Care (SOC) Principles that will guide the implementation of the BHCSC. These SOC Principles identify the values and ideals that promote supportive, strength based, and sustainable care for the whole lifespan. These standards are intended to be applicable for individuals with both mental health and substance use disorders as primary diagnoses and address the full spectrum of the behavioral health system for the individual. It is imperative that Offerors understand the SOC principles and have plans to operationalize these values into their day-to-day work.

- **Voice and Choice.** Individual adult/youth and family perspectives are intentionally elicited and prioritized during all phases of the process. The process and services (including planning) are grounded in individuals' and families' perspectives, and the team strives to provide options and choices such that the process and services reflect individual and family values and preferences.
- **Team based.** The team consists of individuals agreed upon by the individual/family and committed to the individual/family through informal, formal, and community support and service relationships. With permission of the individual/family, these support individuals participate in treatment planning, disenrollment/discharge planning, and resource/linkage building while the individual/family is engaged in services.
- **Natural supports.** The team actively seeks out and encourages the full participation of team members drawn from individuals'/families' networks of interpersonal and community

relationships (including friends, extended family, neighbors, co-workers, church members, and so on). The process and services (including planning) reflect activities and interventions that draw on sources of natural support.

- Collaboration and Mutuality. Team members work cooperatively and share responsibility for developing, implementing, monitoring, and evaluating individual/family progress while in services by blending perspectives, mandates, and resources to meet each individual's/family's goals.
- Culturally competent, comprehensive, and individualized. The process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the individual, and their community. This process is completely unique for the individual and considers their experience and perspective to determine what their exact needs are. The provider and individual explore a broad range of potential needs (education, training, housing, social, spiritual, legal, etc.) and the provider maintains an expertise in community resources that assists with each type of need.
- Strengths based. The process and services (including planning) identify, build on, and enhance the capabilities, knowledge, skills, and assets that the individual, youth, or family already possess.
- Resilience. A team does not give up on, blame, or reject individuals, youth or families. This process honors that all human beings have the capacity to learn, grow and change. Individuals have the right to try, and they have the right to fail. The process is unconditional. All the supporters assisting the individual will support their resilience. In order to promote resilience, the provider(s) will be trauma-informed/responsive and person centered.
- Outcome-based and transparent. The team ties the goals and strategies of the plan to observable or measurable indicators of success, monitors progress in terms of these indicators and revises the plan accordingly. All aspects of the plan are fully explained to the individual to ensure the individuals' choices remain prioritized. The individual always has access to the current version of the plan and is empowered to request revisions to the plan.
- Accessible and equitable. Services are provided in a welcoming environment and through a low-barrier process that ensures persons are well-served regardless of age, race, disability status, gender, sexual orientation, religion, nationality, spoken language or other characteristics. Programs record and analyze enrollment and retention data for disparities.

The Maryland Department of Health (MDH) has several changes under consideration with respect to the regulation, accreditation and administration of BHCSCs. As such, the selected Offeror agrees to adhere to all existing and future regulatory requirements, directives, policies and protocols pertaining to BHCSC implementation issued by the MDH or its designee.

The MDH is also currently in the process of developing a statewide behavioral health call center (care traffic control) and bed registry platform. The platform will facilitate crisis dispatch and provide real time treatment availability, referral and communication tools. The selected offeror must cooperate

with MDH/BHA and LBHA requests related to participating in the state care traffic control / bed registry and referral system and must fully participate in the system once it is operational.

Baltimore County Demographics:

- Is the third-most populous county in Maryland, with a population estimation of 854,535 in 2024 (US Census Bureau);
- Has a population break-down by race and ethnicity of 57.5% White, 32.2% Black, 6.5% Asian, and 8.0% Hispanic. The gender breakdown is 52.5% female and 47.5% male;
- Is home to a veteran population of 39,560, which is 5.3% of all residents;
- In FY 24 (UMBC Hilltop Institute), the number of Baltimore County residents eligible for medical assistance was 292,161 and the number of individuals served in the PBHS was 67,904;
- Residents who are uninsured make up 5.1% of the population;
- According to the Health Services Cost Review Commission and Chesapeake Regional Information System for our Patients (CRISP), in FY 25 32,864 Maryland residents accessed inpatient, observation and/or emergency department care due to concerns related to suicide and intentional self-harm;
- 4,828 (15%) of those individuals were Baltimore County residents; and
- 3,515 (72.8%) of those Baltimore County residents listed above received Medicaid/Medicare.

5. SCOPE OF SERVICES AND SPECIFICATIONS

5.1. Scope of Services

The selected Offeror will provide a suitable physical-plant location for the provision of BHCSC services in Baltimore County.

- The FY 29 cycle of the MDH Sponsored Capital Improvement Program Grants and Loans is available to support the selected Offeror in securing the capital funds necessary for acquiring and/or rehabilitating the location.

The selected Offeror will become a Maryland Medicaid-approved/licensed BHCSC, operating in Baltimore County, within three (3) fiscal years of receiving funding.

The selected Offeror will continue licensed operations as a BHCSC, operating in Baltimore County, through the duration of the funding agreement.

The selected Offeror will seek reimbursement for all eligible services through the ASO, as well as through any private insurer that will fund the service.

The selected Offeror will provide services in compliance with [COMAR 10.63.03.21](#).

In order to be licensed under applicable COMAR, a BHCSC program will: Meet the requirements of [COMAR 10.63.01—10.63.06](#); and be pre-approved by MDH or its designee to receive PBHS funding before participating in the PBHS.

Services must align with the Substance Abuse and Mental Health Administration (SAMHSA) 2025 National Guidelines for a Behavioral Health Coordinated System of Crisis Care and Model Behavioral Health Crisis Services Definitions, BHA guidance, LBHA guidance, and any subsequent updates.

Whenever possible, crises should be resolved in the community. Best practice guidelines prioritize resolution of crises with the least disruption (e.g. minimizing out of home placement of children, referring identified individuals to the least restrictive and least invasive level of care). The opinions, preferences, and needs of any identified individuals in need are explored and taken into account in determining disposition of services.

Program Services. The BHCSC program will:

- Provide crisis response services as outlined in Health-General Article, Title 10, Subtitle 14, Annotated Code of Maryland;
- Process involuntary admissions according to Health-General Article, §§10-613—10-621, Annotated Code of Maryland;
- Provide BHCSC services 24 hours a day, 7 days a week, 365 days a year;
- Initiate triage upon patient arrival and deliver this service in a manner that aligns with best practice and makes reasonable efforts to minimize time on-site at the BHCSC for law enforcement or other first responders;
- Provide dedicated first-responder and walk-in entrance options for those seeking care;
- Use evidence-based tools to screen, assess, stabilize, and refer persons, as clinically indicated;
- Provide medical screening at triage for the presence of any condition of sufficient severity to require transfer to an appropriate facility for immediate medical or surgical care;
- Perform laboratory tests on-site, including certain basic blood and urine studies (Forthcoming BHCSC policy guidance from MDH will include recommendations on specific laboratory tests);
- Provide active acute mental health and substance use disorder crisis intervention and stabilization services in a BHCSC setting that is not in the Health Services Cost Review Commission regulated space of a hospital, for children, adolescents, and adults whose behaviors are consistent with experiencing: A mental health crisis; A substance use disorder crisis; or Both;
- Provide assessment, counseling, de-escalation, and safety planning;

- Initiate, maintain, and prescribe psychotropic and somatic medications as appropriate, including: PRN intramuscular medication; Long-acting injectable antipsychotic medication; Medications used for withdrawal management; and Medications for Opioid Use Disorder;
- Provide withdrawal management services for all substances; and
- Maintain compliance with the model program structure and facility standards designed by MDH, as required by Health-General Article, §10-621, Annotated Code of Maryland.

Service Implementation. A BHCSC program will:

- Develop and maintain written triage policies and procedures approved by the BBH, including ability to accept and provide services to individuals under an emergency petition and individuals referred by 9-8-8 and other local crisis hotlines.
- Develop, implement, and maintain written policies and procedures in place to ensure the safety of all individuals, regardless of age.
- Maintain a referral log that includes documentation and rationale for individuals not accepted for admission or transfer to the BHCSC and make this available upon request.
- Provide notification of initiation of diversion status for the BHCSC program and diversion of any individual on an emergency petition.
- Begin assessment and active treatment immediately upon a patient's admission.
- Ensure that, within 60 minutes or less of the individual's arrival, a registered nurse initiates an in-person nursing assessment and physical exam in collaboration with the approved physician or psychiatric nurse practitioner and develops and implements an initial treatment plan for services in the BHCSC.
- Ensure a BHCSC mental health professional provides a crisis assessment at the earliest opportunity.
- Ensure a BHCSC mental health professional performs, at a minimum, daily in-person reassessment for individuals in the BHCSC under an emergency petition with stays beyond 24 hours.
- Staff Crisis assessments with the approved physician or psychiatric nurse practitioner.
- Ensure an approved physician or psychiatric nurse practitioner review and sign off on every discharge plan for individuals receiving services in the BHCSC.
- Ensure an initial evaluation by an approved physician or psychiatric nurse practitioner is completed at the earliest reasonable opportunity, which will be no later than 4 hours after admission, either in-person or via telehealth, and include the following: A medical evaluation; Assessment of suicide, homicide, violence, and other risk factors; and Review and authorization of the BHCSC initial crisis intervention care plans.

- Make documented attempts to contact and follow up with all individuals discharged to a community setting and, for individuals who received outpatient services and who initially presented or were later evaluated as a danger to self or others, follow up within 72 hours after discharge from the BHCSC.

Seclusion and Restraint. A BHCSC program will:

- Have the capacity for both seclusion and restraint. For purposes of this regulation: Seclusion has the meaning set forth in 42 CFR §482.13(e)(1)(ii); and Restraint has the meaning set forth in 42 CFR §482.13(e)(1)(i).
- Be compliant with State and federal seclusion and restraint regulations and laws, including 42 CFR §482.13 and Health-General Article, §10-701, Annotated Code of Maryland, and any successor laws and regulations.
- Meet the requirements for application, initiation, order and observation of seclusion or restraint, as outlined in COMAR 10.63.03.21.

Environmental/Life Safety Requirements. A BHCSC program will:

- Provide a comfortable, furnished admission pre-triage waiting area for individuals who voluntarily present; Provide a locked and secure dedicated drop-off admission space, designed to accommodate those individuals who have been emergency petitioned; Provide a comfortable, furnished waiting area for individuals accompanying participants in the BHCSC program; Allow for continual visual observation and monitoring of individuals being served; Ensure a safe environment of care for a participant younger than 18 years old by having a separation from adults, with appropriate staff maintaining an adequate level of supervision; Ensure that the 23-hour crisis BHCSC will have at least one locked door seclusion room per COMAR 10.63.03.21; and Ensure that there is at least one quiet room that is separate from the seclusion room and remains unlocked whenever in use.
- Comply with any additional requirements from the BBH to add additional seclusion or quiet rooms, based on the intended capacity of the BHCSC Program.
- Be free from fire hazards and have: Adequate smoke detectors; Working and updated fire extinguishers; Fire sprinklers as required by law; A written fire evacuation plan; and A current fire inspection certification.
- Conduct and document an annual environmental safety review and take actions to replace items that create an unnecessary risk of self-harm with safer items designed for behavioral health settings, including, but not limited to: Anchor points; Door handles; Curtains; Hooks; and Shower rods and curtains.
- Comply with applicable federal, State, and local sanitation, building, fire codes, and zoning requirements.
- Maintain documentation of legally and accreditation required periodic evacuation drills.

- Have: Bathrooms; Telephones; An automated external defibrillator; and Confidential office space for treatment.

BHCSC Dietary Services. BHCSC program dietary services will be as follows:

- At least three meals plus an evening snack provided daily with no more than 14 hours between any two meals; Dietary services will comply with applicable local, State, and federal laws;
- Have a written plan describing the organization and delivery of dietary services; and a dietitian licensed under [Health Occupations Article, §5-101, Annotated Code of Maryland](#), will develop and implement the dietary service plan.
- Infection Control — Universal Precautions. A BHCSC program will observe universal precautions as required under [COMAR 10.52.11](#) as applicable to health care facilities.
- Site Inspection. At a minimum, an annual site inspection of each BHCSC will be conducted by the assigned LBHA.

Service Details:

- The Offeror selected through this procurement must have far-reaching and flexible referral/access processes. The process to access care must be straightforward and convenient for all, allowing professionals and non-professionals to refer for and/or access services.
- The selected offeror must develop, implement and maintain an outreach plan to market services to systems and organizations that serve the identified population, including those who are not part of the PBHS. These outreach plan must include, but is not limited to, local hospitals, local shelters, local crisis beds, respite providers, Veteran Service Organizations, and PBHS-funded providers.
- All marketing, promotional materials, website, social media and other messaging must be pre-approved by BBH.
- The selected Offeror will maintain relationships with existing community behavioral health service providers who may receive referrals from the BHCSC, which will include written referral agreements with the following: Outpatient community behavioral health providers; Hospital psychiatric units; Residential crisis programs; Respite programs; Residential substance use treatment programs; and Providers of medications for opioid use disorders.
- The selected Offeror will have protocols, which may include referral agreements with other programs, that provide for admission and treatment of individuals with: Limited English proficiency; Hearing and speaking disabilities; and Physical, developmental, and intellectual disabilities.
- The selected Offeror will maintain information on current resources for behavioral health, medical, social, financial assistance, vocational, educational, housing, and other support services to facilitate referrals. The selected Offeror will avoid conflicts of interest when

providing services. Specifically, referrals made to different services within the same organization (i.e., internal referrals) must document that individuals were given choices for care with different organizations.

- When appropriate, the selected Offeror will also initiate the process to facilitate access to all benefits and entitlements for which the individual/caregiver may be eligible, including but not limited to Medical Assistance, Medicare, Supplemental Security Income, Social Security Disability Insurance, Supplemental Nutrition Assistance Program, Supportive and Subsidized Housing and Temporary Case Assistance. For uninsured eligible individuals, the selected Offeror must provide assistance with applying for Medicaid (when eligible) as soon as possible. The selected Offeror will be knowledgeable of the eligibility requirements and application procedures for these and other federal, state, and local government assistance programs.
- The selected Offeror will be expected to understand how to refer for SSI (Supplemental Security Income)/SSDI (Social Security Disability Insurance) Outreach, Access, and Recovery Technical Assistance (SOAR) and make referrals as appropriate.
- The selected Offeror must offer transportation. The program itself may provide the transportation or staff may coordinate the transportation externally (e.g. agreement with a contracted entity, warm handoff to a local support service, taxi voucher).
- The selected Offeror will be expected to make available person-level data, as requested, to the BBH and any identified designees for the purpose of person-specific continuum of care coordination, during the entirety of the approved Service term.
- The selected Offeror must develop and maintain formal written policies and procedures, updated annually and approved by the BBH, which specifically address the provision of BHCSC services in accordance with the requirements listed in COMAR and this procurement.
- The selected Offeror will be expected to develop, in coordination with the BBH, a plan for the expansion of BHCSC services over time, including increasing the capacity and expanding the admission criteria to include youth.

Populations of Focus:

- All referred individuals who are eligible for services set forth in COMAR and the ASO's Provider Manual (<https://maryland.carelonbh.com/behavioral-health-providers/provider-resources/manuals/>) must be served by the Offeror.
- If individuals are denied services, the reason for the denial must be documented.
- The BBH is committed to selecting an Offeror that is dedicated to providing high quality, equitable, culturally and linguistically competent care that is responsive to the diverse needs of populations.

- The BBH also expects the selected Offeror to give priority to individuals who may be particularly vulnerable or at risk of adverse outcomes without these services in place. Giving these individuals priority means using clinical judgment to identify risk factors and quickly admit individuals into care. The selected Offeror will make special efforts to reach out to and serve these populations.
- These populations include, but are not limited to:
 1. Service Members, Veterans and their Families;
 2. Individuals not linked to mental health or substance use disorder services;
 3. Individuals lacking basic support such as shelter, food, and income;
 4. Individuals transitioning from one level of care to another;
 5. Individuals without health insurance;
 6. Individuals being released from an inpatient psychiatric unit, state psychiatric hospital, residential crisis unit, residential treatment center or emergency department;
 7. Individuals being released or diverted from the Juvenile Justice or Criminal Justice systems;
 8. Individuals experiencing co-occurring mental health and substance use disorders, including individuals in all states of change/recovery;
 9. Individuals who are non-native English speakers or individuals with LEP, making it more difficult to navigate systems; and
 10. Individuals identified by the ASO, the BBH or the MDH as high inpatient utilizers or a member of another high priority population.

Staffing Requirements:

- Offerors will refer to COMAR 10.63.03.21 for the staffing requirements for a BHCSC.
- Employing qualified, highly trained and experienced staff is a critical component of BHCSC implementation due to the diverse needs of individuals served. In addition to the requirements set forth in COMAR, the Offeror selected to this procurement will be expected to have robust staff training plans that include (as applicable to staffing role) at least the following: obtaining and maintaining entitlements, cultural and linguistic competence, person-centered planning, strengths-based case management, and motivational interviewing.
- The selected Offeror will also be expected to meet any training guidelines and expectations communicated by the MDH or its designee.
- Staff will be provided with suitable supervision using methods of support and accountability that are tailored BHCSC implementation.

- The selected Offeror will be expected to prioritize staffing to include those with behavioral health lived experience (including loved ones), similar to the population served by the BHCSC workforce, in all hiring practices where able/appropriate.
- A written staffing plan, to include expectations outlined in COMAR 10.63.03.21, will be developed, maintained, updated annually, and shared with the LBHA.
- Eligibility: The selected Offeror must become licensed and accredited under 10.63.03.21 (Behavioral Health Crisis Stabilization Center) within three (3) fiscal years from the start of the executed contract.
- Outcome Measures:
 1. The BBH is dedicated to enhancing outcomes reporting system-wide in order to evaluate the quality of public behavioral health services in Baltimore County. Individuals who receive BHCSC services are expected to be diverted to home and community-based behavioral health crisis care; Avoid unnecessary emergency department psychiatric assessments; Increase engagement in home and community based behavioral health services; be linked to community behavioral health providers; and experience satisfaction with PBHS services.
 2. The selected Offeror will be expected to report data to the BBH during the entirety of the approved service term. The BBH will require monthly, quarterly and annual program reporting on key indicators which will be identified in *The Baltimore County Behavioral Health Crisis Stabilization Center Sub-Vendor Guide* (provided to selected provider post award and updated at least annually by the Contract Monitor).
 3. The BBH will collaborate with the MDH and selected Offeror to develop outcomes and associated reporting mechanisms. Data points may be both qualitative and quantitative in nature and identified in *The Baltimore County Behavioral Health Crisis Stabilization Center Sub-Vendor Guide* (provided to selected provider post award and updated at least annually by the Contract Monitor).

5.2. General Report Requirements

The Baltimore County Behavioral Health Crisis Stabilization Center Sub-Vendor Guide and/or Conditions of Award are issued each fiscal year. The selected Offeror will be provided updates with changes to the Scope of Services and/or Conditions of Award. Changes to the Scope of Services and/or Conditions of Award may be made at any time by the funding source.

Failure to submit all Program and Fiscal Report Requirements in a timely manner may result in withholding contract funds until such time as the BBH receives all reports and is duly satisfied with the submissions.

5.3. Program Report Requirements

Monthly program reports will be submitted in a format pre-approved by the BBH and are due on the 10th day of the month following completion.

Quarterly Program Reports will correspond with the BBH fiscal year timelines and must be submitted on a universal reporting form provided by the BBH Contract Monitor.

- First Quarter Review is due October 10th for July-August-September.
- Second Quarter Review is due January 10th for October-November-December.
- Third Quarter Review is due April 10th for January-February-March.
- Fourth Quarter Review is due July 10th for April-May-June.

Annual Program Report Narrative: The Contractor will provide a narrative summary of the project, no later than August 10th, including:

- A description of the program's implementation;
- Summaries of the outcome measures requested;
- Description of program highlights for this year, this may include: strategy activities (special events, activities, program achievements, meetings), programmatic changes that impact the budget and specific outcomes;
- Description of any challenges experienced during this year and the plan to address the challenges (please note any requests for technical assistance from the BBH and include any specific feedback to the BBH regarding program monitoring);
- A de-identified case example of how the program was beneficial to an enrolled program participant;
- Satisfaction survey results, including feedback from individuals engaged in the services;
- Copy of the plan to operationalize SOC Principles, as described in Section 1.12., into day-to-day work;
- Copy of the fire evacuation plan as described in Section 2.12.3.;
- Copy of the dietary service plan as described in Section 2.13.;
- Copy of the outreach plan as described in Section 2.16.2.;
- Copy of the expansion plan as described in Section 2.16.12.;
- Copy of robust training plan as described in Section 2.18.2.;
- Copy of the staffing plan as described in Section 2.18.6. and
- Copy of the QA plan described in Section 7.6.

5.4. Fiscal Report Requirements

Services that are reimbursed through the contract will not be billed to the PBHS fee-for-service system. The selected Offeror is expected to bill Medicare, Medicaid, and other insurers as appropriate for additional eligible services that are not covered under the contract.

All submission due dates, unless otherwise noted, are set forth upon award.

The selected Offeror will submit the following documentation to the BBH for cost reimbursement budgets.

Annual Budget Approval:

- MDH 432 A-H: The Contractor must submit an annual budget using the MDH 432 A-H Human Service Contract Proposal Forms, Line-Item Justification Form, and Indirect Cost Breakdown form (if applicable). The Line-Item Justification and Indirect Cost Breakdown forms is provided by the BBH. The budget must be submitted and approved prior to project commencement date. The submission due date is set forth upon award. The Contractor is permitted to include costs for administrative overhead/ indirect costs that are not to exceed 10% of the salary and fringe, only.
- MDH 433 (Condition of Human Service Agreement Statement) and MDH 434 (Assurance of Compliance with the Department of Health and Human services Regulation under Title VI of the Civil Rights Act of 1964 and Section 503 of the Rehabilitation Act of 1973, as amended) are due to the BBH no later than May 27th of each fiscal year.
- A copy of the Certificate of Liability Insurance is due to the BBH no later than May 27th of each fiscal year.
- MDH 437 (Request for payment) and MDH 438 (Interim Report of Actual Expenses, Receipts and Performance Measures). The BBH will pay the Contractor, on an advance basis, for the 1st quarter payment upon submission to the BBH. No funds will be advanced to the Contractor until after the BBH has received a signed and dated contract and processed the MDH 437 and MDH 438 forms referenced above. Payments for the remaining three quarters will be made based on actual expenditures incurred from the previous payment(s); supporting documentation required.
- MDH 436- A-G -Budget Modifications and narrative are due to the BBH by March 10th of each fiscal year. The BBH must approve all budget modifications of services. If the original budget(s) is/are altered (controlled or non-controlled line items) and there is not an approved budget modification(s), the BBH will disallow any unapproved expenditures. Requests to modify the cost of the services will be submitted in writing to the BBH. No amendment or modification is binding unless it is in writing and signed by all involved parties.

Annual Fiscal and Performance Measures Report:

- MDH 440 and 440A are due to the BBH by July 31st for the preceding fiscal year. Expenditures, which exceed MDH Human Services Agreement Manual tolerances or unbudgeted expenditures in any line items, which have not been previously approved by the BBH, are subject to non-recognition. The Contractor may petition for recognition by attaching a letter of justification to the MDH 440 which states the nature of, and a rationale for, the over

expenditures and unbudgeted expenditures. The BBH may disapprove any unauthorized expenditure.

Annual Financial Audit:

- Two (2) copies of the Contractor's Annual Financial Statement, A-133 audit (if applicable) and Management Letter for the contract period by an outside auditor are due to the BBH upon completion, but no later than January 31st of the following fiscal year. If the Contractor is unable to meet this deadline, the Contractor will inform the BBH in writing.
- The annual financial audit will contain specific and separate information regarding the program for which the contract is written.
- Contractors who receive program funds from the Department of Health and Mental Hygiene Administration are required to obtain an audit of the MDH440 and MDH 440A.

Content of Annual Financial Audit Report:

- The approved year-ended MDH 440 and MDH 440A for program contracts that are \$100,000 or more.
- Each report issued for a selected Offeror audit will provide sufficient schedules, forms, analysis, etc., to allow the reader to evaluate the results of the subcontracted service during each of the contract fiscal years (ending June 30) separately and isolated from the selected Offeror's total operations.
- The audit report must provide a statement of revenues and expenditures that details total revenues and allowable expenditures and the amount due to the vendor for each contract that the selected Offeror has with the vendor.
- The report will include all notes prepared by the auditor and any management letter that may have been generated as part of the audit.
- Specific: Each audit report will contain the following parts, though they need not to be organized in this manner.
- An opinion (or disclaimer of opinion) as to whether the MDH 440 is presented fairly in all material respects in conformity with generally accepted accounting principles. This opinion or disclaimer must be included in a report prepared by independent auditors, but not by a vendor's in-house staff.
- A report on internal control describing the scope of internal control testing and the results of the tests.
- A report on compliance with laws, regulations and the provisions of the contract or agreement that the selected Offeror has with the vendor.
- A report on compliance with the terms and conditions of (HSAM) or (LHDFSM).

- A report on the status of prior audit findings.
- A list of funds due either to the vendor or to the selected Offeror.
- A schedule of findings and questionable costs.

Subject Matter of Audit Findings: Auditors will report the following as audit findings in a schedule of findings and questionable costs.

- Reportable conditions in internal control. These reportable conditions include all weaknesses detected, if any.
- All noncompliance detected, if any, with laws, regulations, contracts, or grant agreements.
- Known questionable costs, those specifically identified by the auditor, that are \$500 or greater.
- In addition, when reporting the finding the auditor will include information to give a perspective on the prevalence and possible consequences of the questionable costs.
- Non-allowable costs.
- Known or suspected fraud affecting MDH funds.

Note: Auditors will refer to the appropriate sections of HSAM or LHDFSM concerning allowable costs, non-allowable cost, and budget modifications. Auditors will use this material for guidance in determining whether certain costs are allowable.

Detail of Audit Findings: The auditor will present audit findings in sufficient detail to allow the auditee to prepare and implement a corrective action plan.

The auditor will include, but not be limited to, the following information:

- The grant or contract number, the source of funding, and the fiscal year.
- The criteria upon which the audit finding is based, citing a statute, regulation, etc.
- The condition that the auditor found.
- The questionable costs, how they were computed, how prevalent they are (i.e., whether they represent an isolated instance or a systemic problem), and what their likely consequences are.
- Recommendations to prevent future occurrence of the problem.

Notes to Contracted Offerors (Federal, State and Local Funds Awarded):

- The BBH Fiscal Monitor and Contract Monitor must be informed in writing of any staff changes for all positions funded in whole or in part by this contract.
- All contracted Offerors providing program services for the BBH must comply with desktop and/or on-site audits for federal, state, or local grant funds awarded.

- At any time during normal business hours, the selected Offeror will make available to the BBH by mail, hand delivered or onsite, all the selected Offeror's records with respect to all matters covered by the program encumbrances (award) for audit and inspection.
- The selected Offeror will permit the BBH to make compliance inspections and audits of: All Contracts; Agreements; Patient Records; Clinical Care Records; Financial Records; General Ledgers; Timesheets; Travel and Mileage Reports; Invoices; Vouchers; Purchase Orders; Accounting Documents; Accounts Payable Journal; Payroll Journals; Payroll Registers; Bank Statements; Check Registers; Credit Card Statements; Supporting Records; Records or Personnel Conditions of Employment; and Other data and/or records pertaining in whole or in part relating to all matters covered by the BBH's selected Offeror's programs.
- All costs will be supported by actual receipts, payroll records, payroll registers, general ledger reports, time documentation records, time certifications, daily records, cancelled checks, credit card statements, and any other documents required by the BBH to prove the costs claimed for reimbursement. All checks must display bank clearance. Check registers or other accounting documents pertaining in whole or part to program which will be clearly identified and readily accessible.
- Charges to State and Federal awards for salaries and wages must be based on records that accurately reflect the work performed. The records must support the distribution of the employee's salary or wages among specific activities or costs. Timesheets must be certified as accurate by employee and supervisor familiar with the employee's activities.
- Require travel must be reasonable. Limit mileage, meals and incidentals, and lodging charged to federal programs to the rates published in the Federal Travel Regulations. Limit airfare to coach and car rental to mid-sized. Travel costs are reimbursed based on expenditures reports along with original receipts. To be reimbursable under a federal, state and county award, costs must be reasonable, allowable, and adequately documented. A cost is allocable to a federal award to the extent the goods or services benefited the program.

The contractor may obtain a copy of the Human Services Agreement Manual and copies of all MDH forms listed above through the MDH web page. The documents are filed under the *Fiscal Service Administration – Contracts Forms Commonly used by Human Services providers* and *MDH Close Out* of the MDH page. The MDH web site address is: https://health.maryland.gov/pages/sf_gacct.aspx. The documents may also be obtained by contacting the BBH.

5.5. Record Maintenance And Retention

Per COMAR 10.63.03.21, a BHCSC program will maintain, either manually or electronically, adequate documentation of each contact with a participant as part of the medical record, which, at a minimum, includes: The date or dates of service within the BHCSC, including triage and discharge times; The individual's presenting problems or reason for the BHCSC admission; A brief description of services provided, including progress notes; An official e-Signature, or a legible signature, along with the printed or typed name, and appropriate title of each individual providing

services; Documentation of risk assessments; Documentation of medication evaluation and management throughout the stabilization period; Crisis assessment or assessments by the mental health professional staff; and A crisis discharge plan for each individual, which will indicate the referrals and other activities intended to maintain stabilization.

The Contractor will retain all records for period of at least five (5) years after termination of this Contract, or retain records for the specified period mandated in accordance with COMAR regulations, whichever is longer.

5.6. Contract Administration

The BBH Contract Monitor will maintain contract administration of the program. Regular communication with the BBH is required. Concerns about the contract and deliverables are to be discussed with the BBH Contract Monitor in order to seek resolution.

The selected Offeror will discuss program and individuals served progress with the BBH Contract Monitor on an as needed basis, as requested.

Site visits will be scheduled with the selected Offeror to monitor the programs. However, the BBH Contract Monitor may conduct a file review of the program, or call for a meeting with the selected Offeror, to monitor program services and fidelity of grant implementation, at any time, if deemed necessary.

The selected Offeror will be required to participate in all relevant monitoring and evaluation activities.

At minimum, the following requirements will be monitored and/or evaluated at regular intervals during the agreement period.

- All programmatic and administrative requirements under COMAR 10.63.03.21 and related regulations;
- Implementation of an outreach plan to market services to systems and organizations that serve the identified populations, including those who are not part of the PBHS;
- Development of a network of community-based resources to address the needs of the identified populations;
- Implementation of a robust training plan for program staff that includes at least the topics outlined in this procurement and any trainings required by the MDH;
- Submission of monthly and quarterly program reports to evaluate outcomes; and
- Attendance of any required meetings held by the BBH and/or the MDH.

The selected Offeror must have a written quality assurance (QA) plan. The plan, in addition to data related to quality assurance and improvement initiatives, will be provided by the selected Offeror in the format and frequency outlined in *The Baltimore County Behavioral Health Crisis Stabilization Center Sub-Vendor Guide* (provided to selected provider post award and updated at least annually by the Contract Monitor). The plan must be updated annually and address, at minimum, the following:

- Standards outlined in COMAR 10.63.03.21, including but not limited to “BHCSC Program Quality Assurance and Reporting”;
- Health, safety and welfare of all individuals served, including critical incidents and crisis service management protocols;
- Individual, child/youth and caregiver satisfaction;
- Complaints and grievances processes;
- Corrective action/performance improvement processes to ensure requirements are being met;
- Utilization and outcomes management; and
- A description of how key stakeholders will be engaged in QA processes.

Critical Incidents that may have occurred are to be reported to the BBH within 24 hours of becoming aware of the incident. Those events include, but are not limited, to: Death by overdose; Accidental overdose; Death (any cause); Suicide attempt; Injury to self; Assault or injury to others; Sexual/physical abuse or neglect, or allegation thereof; Inappropriate use of resources; and Incarceration of the program participant for any reason.

These additional requirements will be monitored and evaluated through the term of the agreement. If during monitoring or verification activities it is discovered that the selected Offeror is not fulfilling the obligations stated in the contract resulting from this procurement, a corrective action plan/performance improvement plan may be required, with additional follow-up monitoring to ensure requirements are being met. In the event that a program is unwilling or unable to meet the requirements specified by this procurement, the BBH reserves the right to submit recommendations that the program be removed from the list of approved/licensed BHCSC programs and/or terminate the contract with the provider.

6. PROPOSAL REQUIREMENTS

For each section, Technical and Price, each page will be consecutively numbered and submitted in the following format:

Technical Proposal: Offerors must provide the following, in the following sequence:

- Proposal Signature Cover Page must be signed by a duly authorized representative of the Offeror;
- Taxpayer Identification Number (TIN) and Certification form;
- Procurement Affidavit;
- Good Standing certificate with the Maryland State Department of Assessments and Taxation;
- Signed acknowledgement of all Addenda to the RFP, if applicable.
- *Indicate your firm's acceptance to Attachment A – Business Associate Agreement*

Technical Proposal: Details of the Offeror's proposal submission with other supporting documentation appended as supplemental material, and must include:

- **Executive Summary:** The Executive Summary will highlight contents of the Technical Proposal. The summary will provide a broad understanding of the objectives of the proposal, the requirements of the procurement, the scope of work, contents of the proposal and any related issues, which need to be addressed.
- **Organization Background/Capacity:**
 1. Describe the organization's history and experience operating BHCSCs, including the number of centers operated and an overview of the history, size, and services provided at other BHCSCs.
 2. Describe the organization's history and experience partnering with local law enforcement agencies and/or first responders to serve communities, individuals across the lifespan and their families, including the number of years the organization has maintained these partnerships.
 3. Describe the organization's experience establishing/developing new behavioral health facilities.
 4. Describe the organization's experience with providing crisis response and stabilization services across the lifespan.
 5. Explain the organization's experience participating in private/public partnerships and describe any partnership(s) the organization is considering with other organizations in the establishment of a BHCSC.
 6. Explain the organization's experience developing collaborative partnerships with local service providers, who may serve as referral sources or deliver care after discharge from a BHCSC.
 7. Describe the organization's capacity to provide comprehensive behavioral health crisis response system services as outlined in the Scope of Services (Section 2.), including your ability to access reimbursement through the PBHS.
 8. Provide copies of the organization's most recent Office of Health Care Quality Site Visit Report and applicable Statement of Deficiencies.

Principles, Values, and Addressing Implicit Bias and Systemic Racism:

- Describe how the organization's values prioritize the BBH's System of Care Principles (Section 1.12. Voice and Choice; Team Based; Natural supports; Collaboration and Mutuality; Culturally competent, comprehensive, and individualized; strengths based; Resilience; Outcome-based and Transparent; Accessible and Equitable) and how these principles will be operationalized in the implementation of the BHCSC.

- Describe the organization's philosophy in providing equitable and inclusive programming to combat the impact of implicit bias and systemic racism.

Vision (Development and Implementation):

- Complete and submit a copy *The Bureau of Behavioral Health's Phased Implementation Plan Proposal* using the included template and including all required details indicated in the *Proposal's* instructions. Activities that must be included in each phase are in italics below. The proposed Phased Implementation Plan must include:
 1. Identifying and obtaining a physical plant location for BHCSC operation in Baltimore County;
 2. Initiating BHCSC operation no later than April 2029;
 3. Becoming a Maryland Medicaid-approved/licensed BHCSC within three (3) years of contract initiation; and
 4. Ongoing BHCSC service provision through the duration of the contract.
- Describe other behavioral health services provided by the organization as well as any relationships the organization has with other provider entities and the structure/process used to avoid conflicts of interest and inappropriate self-referrals.
- Describe the organization's documentation protocols, including databases that will be used for documentation and data collection.
- Describe the outreach strategy, including how and to whom the organization will "market" these services.

Facility:

- Provide documentation of currently occupied physical plant location (e.g. lease agreement, etc.) or an outline of the plans to obtain a physical plant location in Baltimore County, including plans to apply for/acquire additional funding (e.g. capital improvements).
- Provide an overview of the organization's proposed layout of a BHCSC, including the major features, the entrance and waiting areas, the service delivery spaces, medication storage, and non-clinical spaces (e.g. blueprints, narratives, visual examples, etc.).

Staffing Plan:

- Describe the staffing pattern the organization will use to deliver the proposed services, including the supervisory roles, educational background and experience of staff to be assigned to this project (Attach an agency organizational chart and program organizational chart as appendices; Attach resumes for agency leadership and supervisory staff).

- Describe how continuity of appropriate services in a 24/7/365 facility will be provided (Attach an agency organizational chart and program organizational chart as appendices; Attach resumes for agency leadership and supervisory staff).
- Describe the organization's plan to ensure adequate and appropriate supervision of staff, including supervisory concepts to ensure staff understand and are incorporating the System of Care values and principles and how supervision will shift based on staff experience/need (e.g., advanced skill development).
- Describe the training plan for staff, including how training will ensure that implementation is culturally competent, comprehensive and individualized.

Program Evaluation and Quality Assurance:

- Describe how proposed outcomes will be monitored and tracked.
- Describe the quality assurance process of the organization or program (e.g., satisfaction surveys, program evaluation, etc.) and how feedback will be incorporated into quality improvement.
- Describe the organization's data collection system, including how it will be collected, who will be responsible for collecting, analyzing, and storing the data.
- Describe the organization's plan to expand its capacity and range of services over time.

Effectively Serving the Focus Population:

- As Baltimore County demographics change and populations of Immigrants, Refugees, Asylees grow, explain how the organization will address needs and skill development related to cultural competency, limited English proficiency, and individuals who are uninsured.
- Describe the approach the organization will take to ensure that staff will effectively work with a diverse population (e.g. racial, gender, and sexual minorities as well as other groups who have experienced systemic oppression and marginalization).

Price Proposal: Include a Price Proposal using the DHMH 432 A-H Budget forms. Forms which are to be completed for Price Proposal submission are: 432 A-H (**Attachment B**), Line item justification form (**Attachment C**), and Indirect Cost Breakdown form (**Attachment D**). The budget must identify all costs associated with the program and all sources of income, including in-kind, projected for the program. The Contractor is permitted to include indirect costs, not to exceed 10% of the total salary and fringe cost.

Provide any additional information or documentation as requested in this RFP.

It is the Offeror's responsibility to ensure any Technical or Price information or documentation that is requested in any section of this RFP is submitted in the proper portion (Technical or Price) of your proposal.

7. COMPENSATION

The County has identified grant and local funds available to fund the start-up and sustainability of a Behavioral Health Crisis Stabilization Center (BHCSC).

The total award is from multiple funding sources to include Federal, State and Local funding, and is specifically designated for the implementation of the BHCSC. As such, the selected Offeror is required to comply with specific conditions of award, which are outlined in the Attachment A.

The Offeror selected through this competitive procurement, subject to the approval of the MDH, will access Medicaid reimbursement through Maryland's PBHS's ASO. All services must be preauthorized and documented in accordance with the tiered reimbursement schedule outlined in COMAR. Provider will be reimbursed according to the ASO's Fee Schedule (<https://maryland.carelonbh.com/behavioral-health-providers/provider-resources/fee-schedules/>).

The County has the authority to withhold payment for non-performance as mandated by the MDH, Behavioral Health Administration and the contract that results from this solicitation.

In the event that additional funds are awarded to Baltimore County for these same services, the County reserves the right to encumber additional funds, and increase compensation under this contract that results from this solicitation. Funding will not exceed the amount appropriated in any fiscal year.

8. QUESTIONS AND INQUIRIES; ADDENDA

Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFP, addenda will be posted on through the Procurement Portal at <https://procurement.opengov.com/portal/baltimorecountymd>.

Offerors must acknowledge, through the Procurement Portal, receipt of all addenda. All official correspondence in regard to the specifications should be directed to and will be issued by the Division of Procurement Services. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

The deadline for written questions pertaining to this solicitation is 3:00 pm on Tuesday, September 8, 2026.

9. EVALUATION OF OFFERS

Award will be made to the responsible offeror whose proposal best meets the needs of the County as set forth herein.

- A. Proposals will be evaluated based on the following criteria, listed in order of importance.
 1. Organization, skills and proficiency in providing the required services outlined in this RFP.
 2. Demonstrated experience and technical qualifications.
 3. Fiscal and administrative structure, length of time providing these services, as well as demonstration of ability to provide all of the appropriate services along with resources.
 4. References.

5. Degree of completeness of response to the RFP and degree to which the offeror followed instructions for submittal.
 6. Cost.
- B. After consideration of the factors set forth in this RFP, the committee will recommend award to the offeror whose proposal is most advantageous to the County.
 - C. This RFP will result in the submission of “proposals” (not “bids”), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the County may enter into negotiations with Offerors and invite “best and final offers” as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County’s sole discretion.
 - D. Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.
 - E. Nonacceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

10. ORAL PRESENTATION

Offerors may be required to clarify their proposals by making individual presentations to the evaluation committee.

11. OFFEROR QUALIFICATIONS

- A. At the option of the County, Offerors may be required to furnish evidence of sufficient financial responsibility to fulfill the contract, and that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of the contract.
- B. Offerors must provide at least two (2) references (names of contact persons, email addresses and phone numbers) of similar sized contracts serviced during the past eighteen (18) months.
- C. Prior to awarding of this contract, the County reserves the right to inspect the facilities of any responsive Offeror. The reputation of Offerors regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

12. INSURANCE

- A. The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.

- B. The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- C. In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

13. GENERAL TERMS AND CONDITIONS

13.1. Scope

- A. It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase services covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- B. The County reserves the right to order services that may be required during the said period, and it also reserves the right not to order services bid upon by the vendor, if it is found that such services are not required by the County during the period covered by this contract.

13.2. Term of Agreement

- A. The term of the contract shall become effective when executed by the County and shall continue through one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
- B. The County reserves the right to increase the compensation if additional funds are received during the initial term or any renewal term.
- C. Funds awarded are subject to change based on the allocation of the funding source.
- D. If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division of at least ninety (90) days prior to the current term's expiration date.
- E. The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

13.3. Audits

At any time during the normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection by the County, its employees or agents, all records information and documentation of the contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

13.4. Purchase Orders

Purchase orders will be issued from time to time by the purchasing agent for such quantities as to satisfy requirements of the County. Specific quantities and delivery information will be indicated on purchase orders. Each purchase order will refer to the supplier contract number. Purchase orders issued within the term of the contract, even if not completed within the term of the contract, shall continue to be bound by the terms and conditions herein.

13.5. Cooperative Purchase

- A. The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- B. The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

13.6. Multi-Agency Procurement

Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A purchase order will be issued against the original supplier contract, confirming the contracted pricing and giving quantity and delivery requirements.

13.7. Funding Out

If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without any obligation or penalty.

13.8. Background Checks

Criminal background checks must be procured and provided to the County, at no cost to the County, for any and all Vendor or subcontractor personnel that have the ability to view or access any County data. The Vendor must provide copies of such background checks to the County before any such personnel will be permitted to access the County's data. If such background check is not provided to the County, or is determined to be unacceptable, the County reserves the right to require the Vendor or subcontractor to provide alternate personnel. In addition, failure to provide such background check may be deemed to be a default under the contract.

13.9. MBE/WBE and/or Economic Benefit Factor

The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland its constituents. Examples of economic benefits to be derived from a contract shall include any of, but

not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- A. The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

Placement or employment in High Growth Areas of Employment

Retention and Average Earnings – Fiscal Performance

Serving Veterans

Strengthen Local Workforce Economy

- B. Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,
- C. Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus, and
- D. Provide your firm's policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

13.10. "Sample" Form Contract

- A. A sample of the County's form contract may be found on the Baltimore County website at <https://www.baltimorecountymd.gov/departments/budfin/purchasing/opportunities-bid-results-and-active-contracts>. The vendor's submission without identifying exceptions expressly acknowledges and formally evidences the vendor's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Vendor's response.
- B. If the Vendor submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
- C. All Vendors further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission.

13.11. RFP Electronic Submittal Process

- A. The cost of preparing Offers is the responsibility of Offerors.

- B. To be considered, Offers shall be received by the bid closing date and time through the Procurement Portal. Offers may not be submitted by any other means. Offers that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the offer may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.
- C. Technical and Price Proposals are to be submitted separately. There shall be no reference to the price of products and services in the Technical Proposal. All timely proposals become the property of County.
 - 1. The Technical and Price Proposal should be submitted in accordance with the Vendor Questionnaire.
- D. Late Proposals will not be considered. Offerors are strongly encouraged not to wait until the last minute to submit proposals. The time stated by OpenGov will be definitive of the time of receipt. Proposals received after the deadline will not be accepted. Multiple part Proposals will not be considered unless all parts are received by the bid closing date and time.
- E. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information.
- F. Each Proposal shall be accompanied by an executed procurement affidavit in the Technical Proposal which is provided by the Purchasing Division in the solicitation package, through the Vendor Questionnaire.
- G. After submitting a Proposal through the Procurement Portal, and upon successful receipt by the County thereof, Offeror will receive an auto-receipt email. This receipt is proof that the Proposal has been received by the Purchasing Division and should be retained for Offeror's records.
- H. As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Proposal.
- I. The County reserves the right to waive minor irregularities in conjunction with Proposals.

13.12. Pre-Proposal Conference

- A. A pre-proposal teleconference is scheduled for Thursday, August 27, 2026 at 11:00 am, Please contact Rachel Little at rlittle@baltimorecountymd.gov for meeting link.. Prospective Offerors should contact the Buyer at rlittle@baltimorecountymd.gov to be added to the registration list for the teleconference. The deadline to register for the Pre-Proposal conference is August 26, 2026 at 4 p.m.
- B. The purpose of the conference is to clarify any parts of the solicitation and answer questions which may be pertinent to the request. Any significant changes to the solicitation as a result of the discussions at the pre-proposal conference will be posted by amendment.

- C. INCLEMENT WEATHER NOTICE: In the case of inclement weather, please check the Baltimore County website for notice of County Office closings, delayed opening or granting of Liberal Leave. If any of these conditions exist on the day of the pre-proposal meeting, the meeting will be rescheduled at a later date.

13.13. Insurance

- A. The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.
- B. The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- C. In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

13.14. County Holidays

- New Year's Day
- MLK, Jr. Birthday
- Presidents' Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous People's Day
- General Election Day (each even year)
- Veterans' Day
- Thanksgiving Day
- Christmas Day

13.15. Method of Award

Award of this contract may be in whole or in part, in accordance with Sec. 10-2-406 of the Baltimore County Code, 2015, as amended. The County reserves the right to make multiple awards, on an individual item basis, combination item basis or lump sum basis, whichever is in the best interest of

the County, effectively the lowest responsive, responsible offerors. Past performance of offerors in furnishing goods and services to Baltimore County will be considered in determining the award.

If multiple awards are made, it is the intention of Baltimore County to issue work equally to all contractors in a general rotation, however, the assignment of work shall be at the sole discretion of Baltimore County. Any claim of any contractor against the County for extra compensation or damages, arising out of the assignment of work by the County, shall be deemed to have been waived by all contractors. In addition, the County reserves the right to award individual jobs on a specific rotation basis, based on demonstrated areas of experience and expertise, or based on job location.

13.16. Compliance With Federal and State Confidentiality Law

- A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all laws and regulations including, but not limited to, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.*, as the same may be amended from time to time and implementing regulations including, but not limited to, 45 CFR Parts 160 and 164, as the same may be amended from time to time, the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§4-301 *et seq.*, as the same may be amended from time to time, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (February 17, 2009), as amended. This obligation includes but is not limited to:
 - 1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA, HITECH, and State MCMRA and making the transmission of all electronic information compatible with the federal requirements; and
 - 2. Providing good management practices regarding all health information and medical records.
- B. The Contractor must execute a business associate agreement, when and if required by federal or state laws and/or regulations, as the same may be amended from time to time.
- C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as an employer.

14. VENDOR REQUIRED FORMS

1. Procurement Affidavit*

Please download the below documents, complete, and upload.

- [Procurement Affidavit.pdf](#)

*Response required

2. First Source Hiring Agreement Overview*

Please download the below documents, complete, and upload.

- [First Source Hiring Agreeeme...](#)

*Response required

3. Taxpayer Identification Number (TIN) and Certification*

Please download the below documents, complete, and upload.

- [Taxpayer Identification Num...](#)

*Response required

4. Proposal Signature Cover Page*

Please download the below documents, complete, and upload.

- [Proposal Signature Cover Pa...](#)

*Response required

5. References*

Please provide at least two (2) references (names of contact persons with email address and phone numbers) of similar scope of work and similar sized contracts during the past eighteen (18) months

*Response required

6. Certificate of Insurance*

Please upload Certificate of Insurance (COI) naming Baltimore County as the Certificate Holder. Please ensure it appears as shown below.

Baltimore County, Maryland
400 Washington Avenue
Towson, Maryland 21204

*Response required

7. Technical Proposal*

Please upload your Technical Proposal.

*Response required

8. Price Proposal - Dhmh432a-h - Attachment B*

Please complete and upload Dhmh432a-h form.

*Response required

9. Price Proposal - Line Item Budget Justification - Attachment C*

Please complete and upload Line Item Budget Justification form.

*Response required

10. Price Proposal - Indirect Cost – Attachment D*

Please complete and upload Indirect Cost form.

*Response required