

INSTRUCTIONS AND VENDOR INFORMATION

The County will enter into a Contract with all applicants who meet the minimum qualifications, are found to be responsible, and complete and submit the mandatory submissions described below in this document. After an applicant submits the required information and documents, the County will review the submissions and determine whether the applicant meets the minimum qualifications. If the County accepts an application, the contract will be executed, and a copy of the Contract will be sent to the applicant. Please keep a copy of the entire Open Solicitation packet for your records. *Applicants are strongly encouraged to carefully review all the documents and information provided with this packet before completing and returning the Pre-Approved Form Contract.* **Incomplete applications will not be processed.**

Please complete and attach all the below-listed mandatory submission/application documents and e-mail to: lhiadmin@montgomerycountymd.gov.

The County makes no guarantee that any Contractor will receive programming assigned from the County under a Contract resulting from this Open Solicitation. Assignments for services will be based on location, availability, and vendor's area of expertise. Award of a Contract under this Open Solicitation is subject to appropriation of funding. The County reserves the right to cancel this Open Solicitation at any time.

Questions related to open solicitation should be directed to:

HHS.Open.Solicitations@montgomerycountymd.gov

- I. **Submission/Application Documents** - The following items must be submitted:
 - A. Application/Vendor Information Form (Attachment D)
Please complete it in its entirety.
 - B. Insurance Certificate
A Certificate(s) of Insurance that provides evidence of meeting the insurance requirements set forth in Article VII. of the Pre-Approved Form Contract.
 - C. Form Contract
The Form Contract must be filled out correctly and submitted. Please follow these steps:
 1. Sign the Form Contract – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
 2. On the signature page - PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
 3. Submit all the pages of the Form Contract (not just the signature page), including all attachments.
 - D. General Conditions of Contract Between County & Contractor (Attachment A)
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf>
 - E. Business Associate Agreement (Attachment B)
<https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>

- F. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan
Please submit your MFD plan or request a waiver.
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf>
- G. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor.
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf
- H. Proof of legal name
- I. W-9 tax form or a copy of the Social Security card, if sole proprietorship.
- J. Proof of tax-exempt status
Determination letter from IRS, if applicable.
- K. Certificate of Good Standing from the Maryland State Department of Assessments and Taxation, if applicable.

II. **Minimum Qualifications**

The Contractor must meet the following minimum qualifications for consideration and maintain them throughout the term of the resulting contract for all scopes of work as listed below:

- A. Applicants must have two or more years of experience delivering culturally and linguistically appropriate services to Latino communities in Montgomery County, MD and/or in the State of Maryland and/or the surrounding metropolitan area of the District of Columbia, Maryland and Virginia (DMV) including, but not limited to:
 - 1. Social Justice
 - 2. Health Promotion, Wellness, & Physical Activity
 - 3. Academic
 - 4. Workforce Development
- B. Depending on the target population, the applicant must be able to communicate verbally and/or in writing in English and Spanish.
- C. Applicants must be available to work during evenings and weekends and attend in-person meetings with County program staff, community members, stakeholders, and others, if needed.
- D. Applicants must be proficient in and have access to all office equipment and software applications in common usage, including Microsoft Office 365 or newer and virtual platforms, such as Zoom or Teams.
- E. Any subcontractors providing services under the contract(s) resulting from this solicitation must meet the same qualifications as the Contractor. The Contractor must present evidence to the County from subcontractors of such prior to performing any work.

I. BACKGROUND/INTENT

- A. Montgomery County, Maryland's (County) Department of Health and Human Services (DHHS) is seeking experienced and qualified instructors with demonstrated experience in delivering linguistically and culturally appropriate training and/or instruction services. A qualified instructor may be an organization, group, agency, individual, or some combination thereof.
- B. The Latino Health Initiative (LHI) is comprised of dedicated DHHS staff, expert volunteer professionals, who make up the Latino Health Steering Committee, and a passionate cohort of volunteer Community Health Workers. Together, this dynamic group works throughout the County to improve the health and wellbeing of Latino residents by enhancing coordination of health programs and services, developing innovative program models and services, and advocating for policies and practices that enhance the quality of life for all County residents.
- C. Contractors are required to submit proposals for each County work assignment. Proposals will be reviewed by DHHS staff and evaluated based on location, availability, and contractor's area of expertise. Each work assignment will be awarded to the contractor receiving the top evaluation.
- D. The Contractor was selected under Open Solicitation #1189793 ("Open Solicitation"), Trainers and Instructors for the Latino Health Initiative, to provide services in accordance with the Open Solicitation and this Contract.

II. SCOPE OF SERVICES

- A. The Contractor must provide timely, high-quality, culturally, and linguistically competent training and/or instruction in one or more of the following areas, as requested by the County. Services may be conducted virtually, in-person, and/or hybrid, as approved by the County.
 - 1. Social Justice, which may include, but is not limited to the following topics:
 - a. Diversity
 - b. Cultural competency
 - c. Equity
 - d. Customer experience mapping
 - e. Social determinants of health
 - 2. Health Promotion, Wellness, and Physical Activity, which may include, but is not limited to the following:
 - a. Chronic diseases
 - b. Climate and environmental protection
 - c. Healthy eating and nutrition
 - d. Stress management
 - e. Walking, Zumba, dance, yoga, fitness, and/or exercise

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3. Academics, which may include, but is not limited to the following:
 - a. English Language Proficiency (ELP)
 - b. English as a Second Language
 - c. English Communication
 - d. Board Exam Preparation (for example, National Council Licensure Examination)
 - e. Community Health Worker Certification

4. Workforce Development, which may include, but is not limited to the following:
 - a. Employment readiness
 - b. Employment skills review
 - c. Workforce readiness

- B. The Contractor must ensure that all materials used are accurate. If applicable, the Contractor must properly credit all sources of information and data and obtain all rights and licenses required to use such material.

- C. The Contractor must provide services only in the areas requested by the County and for which the Contractor has received a work assignment with specific deliverables from the County.
 1. The County will issue notices of potential work assignments. If the Contractor is interested in receiving the work assignment, the Contractor must develop a proposal establishing clear goals, objectives, outcomes, and deliverables within a specified timeframe and total cost. If the proposal is selected and approved by the County, the Contractor must receive a Notice to Proceed and a Purchase Order with funding, prior to executing the work assignment.
 2. The Contractor must complete all work in accordance with the approved proposal and deadlines set by the County. The Contractor must actively communicate with the County staff to gain additional information, clarification, and answers to questions as the Contractor develops the assigned work. The Contractor must gather and monitor all responses from the County's staff, ensuring that their feedback is incorporated. The Contractor must revise assigned work, as necessary, to reflect the County's objectives and priorities. The Contractor must participate in ongoing status meetings/conference calls, as requested by County staff, related to the work assignment.

- D. The Contractor must be available to work during evenings, weekends, and attend in person meetings, if needed.

- E. The Contractor may use subcontractors, if needed. The Contractor must maintain subcontract agreements and provide copies of all executed subcontract agreements for work required under the Contract to the County, at the County's request. Subcontractors must comply with minimum qualifications of this Contract. The Contractor is responsible for the performance and work product produced by any subcontractor performing work under the Contract. The Contractor is also responsible for compensating any subcontractors used to perform the work assigned to the Contractor.

- F. The Contractor must abide by the applicable ethical and legal standards for protection of patient health information under the Health Insurance Portability and Accountability Act (HIPAA), and other laws and regulations governing the privacy of medical records and substance abuse treatment records, if applicable. The Contractor must complete, sign, submit, and comply with the County's Business Associate Agreement (Attachment B).
- G. The Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor may be mistaken for a County employee, the Contractor must disclose that they are working under a County contract and that they are not a County employee.
- H. The Contractor must not set policies for the County or independently interpret County policies.
- I. The Contractor must comply with DHHS Background Clearance Policy requirements for staff as stated in the link listed below. At a minimum, any and all staff and volunteers having unsupervised contact with a vulnerable population, including children and/or the elderly, must be appropriately screened prior to providing services under this Contract. The Contractor must check the link for updates to the policy. The Background Check Policy is located here:
<https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>.

III. RECORDS AND REPORTS

- A. The Contractor must maintain a system of written records that conforms to generally accepted accounting and employee record-keeping standards, if applicable.
- B. The Contractor must submit a report with each invoice and a culminating report at the completion of each work assignment. The report must correlate with the area of service provided. Each service area report must provide, at a minimum:
 - 1. Social Justice
 - a. Summary of Contractor's deliverable progress status
 - b. Duration of training and/or personal instruction
 - c. List of details, such as location, date, and similar details
 - d. List of enrollees and attendants and/or sign-in sheets/attendance report, whichever is applicable
 - 2. Health Promotion, Wellness & Physical Activity
 - a. Summary of Contractor's deliverable progress status
 - b. Number and type of completed deliverables
 - c. List of activities, with dates and duration
 - d. List of enrollees and attendants and/or sign-in sheets/attendance report, whichever is applicable

3. Academic

- a. Summary of Contractor's deliverable progress status
- b. Duration of training and/or personal instruction
- c. List of details, such as location, date, and similar details
- d. List of enrollees and attendants and/or sign-in sheets/attendance report, whichever is applicable

4. Workforce Development

- a. Summary of Contractor's deliverable progress status
- b. Duration of training and/or personal instruction
- c. Number and type of completed deliverables
- d. List of enrollees and attendants and/or sign-in sheets/attendance report, whichever is applicable

IV. COMPENSATION

The County will set forth the compensation rate on a Fixed Rate Schedule for Contracts awarded as a result of Open Solicitation #1189793, Attachment C, which will be posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-Program/COO/ContractMgmt/CMTCurSolicits.html>. The County will compensate the Contractor only up to the amount stated in the purchase order(s) issued to the Contractor. The maximum amount payable under this Contract must not exceed the total amount shown on the purchase order(s) issued to the Contractor for that fiscal year, that is based on the rates set forth on the DHHS website.

Price increase requests beyond the County's set forth Fixed Rate Schedule, posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-Program/COO/ContractMgmt/CMTCurSolicits.html>, will not be approved. In the event these rates change, within 30 days of the effective date, the DHHS' Director or her/his designee will promptly notify the Director, Office of Procurement, and the Contractor and forward the updated Fixed Rate Schedule, indicating the effective date of the new rates.

No services will be performed or compensated under this Contract prior to the execution of a County Purchase Order and the Contractor's receipt of said County Purchase Order containing a maximum compensation amount. The County makes no guarantee that the Contractor will receive programming assigned from the County under this Contract.

V. INVOICES

The Contractor must submit invoices, electronically, via email, to the Contract Monitor with all required supporting documentation in a format approved by the County no later than 15 days following the end of each month. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment, net 30 days, at the established current Contract term rate, Attachment C, which can also be found at the DHHS website, <https://www.montgomerycountymd.gov/HHS-Program/COO/ContractMgmt/CMTCurSolicits.html>, for services provided by the Contractor.

VI. TERM

This Contract is effective on the date indicated on the signature page and shall be for a two (2) year term. Before the Contract term ends, the Director, Office of Procurement, may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew the Contract for two (2) additional two-year terms. Any additional renewal of this Contract is contingent upon fiscal appropriations, County needs, and the approval of the Contractor.

VII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between County and Contractor ("General Conditions") are incorporated by reference into and made a part of this Contract as Attachment A. The following insurance requirements supersede those outlined in Provision 21, Insurance, of the General Conditions.

Prior to the execution of the Contract by the County, the Contractor must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this Contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the Contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by Contract or as a limitation of any potential liability on the part of the Contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of Contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary with the County's being non-contributory.

Commercial General Liability

A minimum limit of liability of **one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate** for bodily injury, personal injury, and property damage coverage per occurrence, including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations
- Must Include Volunteers

Sexual Abuse and Molestation (SAM) Coverage

The Contractor shall maintain insurance coverage for Sexual Abuse and Molestation in an amount not less than **one million dollars (\$1,000,000)** per occurrence. This coverage **may be provided through a standalone policy or as an endorsement to the Contractor's Commercial General Liability or Professional Liability policies**. The policy shall expressly provide affirmative coverage for acts of sexual abuse, molestation, or exploitation committed by employees, agents, contractors, or volunteers of Contractor in connection with services rendered under this Contract.

Professional Liability

The Contractor must maintain professional liability insurance with limits of not less than **one million dollars (\$1,000,000) per claim**, covering acts, errors, or omissions arising out of instructional, educational, or advisory services performed under this Contract. Coverage shall include, but not be limited to, claims resulting from negligent training content, curriculum design, instructional delivery, or evaluation of participant performance in the areas of workforce development, health promotion and wellness, academics, and social justice. The policy must cover both on-site and virtual services and extend to subcontracted instructors or facilitators performing work under this Contract.

Cyber Liability

The Contractor must maintain cyber liability insurance with limits of not less than **one million dollars (\$1,000,000) per claim**, covering data breaches, unauthorized access, or other security incidents involving personally identifiable information collected or stored through program activities, including participant registration records, training attendance logs, and reports submitted under Section III of this Contract. The policy shall expressly provide, but not be limited to, coverage for the following: (i) the unauthorized use or access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal or health-related information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and (vii) privacy liability.

Workers' Compensation/Employers' Liability

Meeting all statutory requirements of the State of Maryland Law, and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Subcontractor Requirements

Unless otherwise stated below the Contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater than those limits required within the Contract.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general and Contractor's excess/umbrella insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this Contract, for liability arising out of Contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the Contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Policy Cancellation

Should any of the above policies be canceled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Department of Health and Human Services
401 Hungerford Dr., 6th Floor
Rockville, MD 20850

VIII. CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is: Philip Royston Team Lead, Contract Management Team, 401 Hungerford Drive – 6th Floor, Rockville, MD 20850; Telephone #: 240-777-3807.

IX. Priority of Documents

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of precedence to be applied in the event of a conflict in their term:

1. This Contract Document;
2. The General Conditions of Contract Between County and Contractor (Attachment A); and
3. Business Associate Agreement (Attachment B).

SIGNATURE PAGE FOLLOWS

Open Solicitation #1189793
FORM CONTRACT # _____

Signature Page

This Contract, which incorporates the approved Form Contract, General Conditions of Contract Between County and Contractor and all required forms under Priority of Documents, copies of which have been provided to the Contractor, is effective this __ day of _____, 20 __, by and between _____, hereinafter referred to as the "Contractor" and Montgomery County, Maryland, hereinafter referred to as the "County". This Contract will become effective upon signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

Part A: Contractor's Offer to Provide Services:

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership Limited Liability Company OR Proprietorship

Agency Name

Signature

Typed

Title

Date

Part B: County Acceptance:

MONTGOMERY COUNTY, MARYLAND

Avinash G. Shetty, Director
Office of Procurement

Date

RECOMMENDATION

James C. Bridgers, Jr., Ph.D., MBA, Director
Department of Health and Human Services

Date

This form has been approved as to form
by the Office of the County Attorney.

Trainers and Instructors for the Latino Health Initiative

ATTACHMENT D

APPLICATION INFORMATION SHEET

Legal Name of Corporation: _____

Legal Name of Applicant: _____

Phone (Home/Cell): _____ (Business): _____ (Fax): _____

Email Address: _____

Address (Home): _____
Street City State Zip

Address (Business): _____
Street City State Zip

A COMPLETE RESUME MAY BE ATTACHED, AND IS PREFERRED, IN LIEU OF COMPLETING THE FOLLOWING INFORMATION ON EDUCATION, EXPERIENCE, OR SKILLS.

EDUCATION/LICENSES/CERTIFICATIONS (list all relevant)

School/Organization	City, State	From	To	Major/Field	Degree/License/Certification
CPR/First Aid/AED Certificate(s)					

WORK/PARTICIPANT/VOLUNTEER EXPERIENCE (list all relevant)

Position	Employer	City, State	From	To

Please list any special skills, honors, awards, publications, or other information which you feel would be helpful in judging your qualifications for instructing programs:

REFERENCES (Please give the contact information for three persons to whom we may contact regarding your qualifications and abilities)

Name	Organization	Position	Phone Number	Email Address

I am interested in teaching programs in the following (please provide program details):

- Social Justice Instructors:** _____

- Health Promotion, Wellness and Physical Activities Instructors:** _____

- Academic Instructors:** _____

- Workforce Development Instructors:** _____

- Other:** _____

Available start date: _____

Please attach additional descriptive literature you may have available relating to the program you wish to offer, (i.e., outline of course, fees, material, etc.)

Signature of Person Authorized to Sign Application

Date

Printed Name of Person Authorized to Sign Application