



STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH(MDH)
HEALTHCARE SYSTEMS
INVITATION FOR BIDS (IFB)
LABORATORY SERVICES
FOR MDH HEALTHCARE SYSTEM FACILITIES
IFB NUMBER OCMP-24-22034
(RE-SOLICIT)
ISSUE DATE: AUGUST 14, 2023

NOTICE

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

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

NO BID NOTICE/VENDOR FEEDBACK FORM

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

Title: Laboratory Services at MDH Healthcare Facilities
Solicitation No: OCMP-24-22034

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

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

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH (MDH)
HEALTHCARE SYSTEMS FACILITIES
KEY INFORMATION SUMMARY SHEET

Invitation for Bids	Services Contract: Laboratory Services for MDH Healthcare Systems Facilities
Solicitation Number:	OCMP-24-22034
IFB Issue Date:	August 14, 2023
IFB Issuing Office:	Maryland Department of Health (MDH)
Procurement Officer:	Calvin Johnson Office of Procurement and Support Services Maryland Department of Health (MDH) 201 W. Preston Street, Room 416 B Baltimore, MD 21201
e-mail:	mdh.solicitationquestions@maryland.gov
Office Phone:	410-767-8216
Bids are to be sent to:	Submit via eMMA
Pre-Bid Conference:	See Attachment A for directions and instructions.
Questions Due Date and Time	Not applicable
Bid Due (Closing) Date and Time:	September 04, 2023, Local Time 2:00 p.m. Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
Public Bid Opening Date,	September 04, 2023, Local Time 3:00 p.m. Bid Tabulation will be posted to eMMA
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Indefinite Quantity with Fixed Prices
Contract Duration:	Base Period: Three (3) year with Two (2) One-year Option periods
Primary Place of Performance:	Allegany, Washington, Howard, Baltimore Carroll, Dorchester, Wicomico and Montgomery Counties
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

To be considered reasonably susceptible of being selected for award, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- 1.1.1** Bidder must have at least three (3) years of experience within the past five (5) years providing laboratory services to companies, hospitals or organizations, etc. in a health-related field.

Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its Bid at least two (2) references attesting to the bidder's experience to meet this requirement.

- 1.1.2** Bidder must be Clinical Laboratory Improvement Act (CLIA) certified

Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its Bid a current (CLIA)-88 (see section 2.3.1 (E) (1))M certification as issued by the Centers for Medicare & Medicaid Services for each laboratory it will use in providing services under this contract.

- 1.1.3** Bidder will provide for each laboratory required licensures for laboratories it will use in providing services under this Contract.

Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its Bid the following:

- A. Current Medical Laboratory License issued by the appropriate licensing entity within the state where the laboratory is located
- B. Current copy of license issued by the Maryland Department of Health, Office of Healthcare Quality for laboratories located in Maryland

- 1.1.4** Bidder will provide College of American Pathologists (CAP) certification and/or The Joint Commission certificate for each laboratory it will use in providing services under the Contract.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1** The Maryland Department of Health (MDH or “Department”) is issuing this Invitation for Bids (IFB) in order to procure the services defined in this **Section 2**, as specified in this IFB, from a contract between the successful bidder(s) and MDH. The successful bidders will provide laboratory services to patients in MDH Healthcare System facilities.
- 2.1.2** It is the State’s intention to obtain goods and services, as specified in this IFB, from a Contract between the selected Bidder and the State.
- 2.1.3** The Department intends to make up to seven (7) awards for services performed in eleven (11) facilities spanning five regions. **Section 2.2.1 Table 2.1** lists the facilities and the regions they are located in throughout the State of Maryland for the work under this IFB. See IFB **Section 4.9 Award Basis** for more Contract award information.
- 2.1.4** A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5** Maryland State and local entities as defined in Finance and Procurement §13-110(a) and nonprofit entities within the State of Maryland may purchase from the Contractor goods or services covered by the Contract at the same prices chargeable to the State. All such purchases by non-executive branch entities, non-State governments, government agencies or nonprofit entities:
- A. Shall constitute Contracts between the Contractor and that entity
 - B. Shall not constitute purchases by the State or State agencies under the Contract
 - C. Shall not be binding or enforceable against the State; and
 - D. May be subject to other terms and conditions agreed to by the Contractor and the purchaser.
- 2.1.6** All Contract prices, terms, and conditions must be provided to any Maryland local government or nonprofit entity requesting services under the Contract. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

2.2 Background and Purpose

The State is issuing this solicitation for the purpose of providing laboratory services for Maryland Department of Health Facilities.

- 2.2.1** The Maryland Department of Health (MDH) is soliciting Bids for multiple Contractors to provide all requested laboratory services. Bidders must submit pricing for all tests identified on the Bid Form (**Attachment B**). All laboratory services specified in this solicitation shall be performed by a fully accredited laboratory that has testing capabilities to meet the needs of the eleven (11) MDH Facilities. **Table 2.1** below lists the facilities in correlation to the state’s regions.

Table 2.1 MDH Facilities Regional Locations

MDH Facilities	State Region
(1) Thomas B. Finan Hospital Center	Region I - Allegany County
(2) Potomac Center (3) Western Maryland Center	Region II – Washington County
(4) Clifton T. Perkins Hospital Center (5) Spring Grove Hospital Center (6) Springfield Hospital Center (7) Regional Institute for Children and Adolescents (RICA) - Baltimore	Region III - Howard County, Baltimore County, Carroll County
(8) Eastern Shore Hospital Center (9) Holly Center (10) Deer’s Head Center	Region IV - Dorchester County, Wicomico County
(11) John L. Gildner Regional Institute for Children and Adolescents (RICA) – Rockville	Region V – Montgomery County

2.2.2 The tests specified herein have a history of repetitive use. The estimated quantities shown on the Bid Form (**See Attachment B**) are based upon historical in-patient diagnostic and treatment requirements and reflect the best estimates available for the projected annual requirements. These quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the MDH Facilities or to relieve the Contractor of its obligation to fill all such orders for any test. The Maryland Department of Health also does not guarantee any specific minimum quantity of any test(s).

2.2.3 All laboratory tests requested by MDH Facilities from the Contractor will be based on actual order sheets submitted by medical staff and will be required for the initial and ongoing treatment of patients at the MDH Facilities. The medical staff of the MDH Facilities will review and approve testing and services requested under this Contract.

2.2.4 Project Goals

- A. Provide timely diagnostic and laboratory testing as required.
- B. Return tests results within a reasonable time frame, as established elsewhere in this solicitation.
- C. Minimize retesting.

2.2.5 State Staff and Roles

In addition to the Procurement Officer and Contract Monitor, the State assign (or provide the following:

- A. State Facility Contract Administrator
 - 1) The Facility Contract Administrator will work in conjunction with the Contract Monitor and be responsible for Contract administration functions between the individual Facility and the Contractor.

2.2.6 Other State Responsibilities

- A. The State will provide normal office working facilities and equipment reasonably necessary for Contractor performance under the Contract. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

2.3.1 General Requirements

- A. The Contractor shall provide or arrange for the provision of a comprehensive array of laboratory services for the patients of MDH Facilities including, but not limited to:
 - 1. Individual Routine and stat tests (See **Appendix 1** for definitions); reporting of test results within prescribed time frames;
 - 2. Monday - Friday (Business Days as defined in **Appendix 1**) pick-up of all individual routine laboratory specimens and seven (7) days per week for stat tests;
 - 3. Laboratory supplies and materials necessary to carry out the requirements of the Contract;
 - 4. Specimen preparation equipment and laboratory equipment.
- B. Each Bidder shall submit as part of its Bid a list of the scheduled hours of operation of each laboratory site that will be involved in any way in the performance of this Contract and a brief description of the nature of that involvement i.e., Routine pick-ups might be handled by one site and non-routine pick-ups occurring on evenings or weekends might be handled by a different site.
- C. For each laboratory site required to be listed each Bidder shall provide the name, address, and contact number(s) of the laboratory.
- D. The Contractor shall keep all such information current throughout the duration of the Contract and notify the Contract Monitor of any changes to the contact information for each laboratory site providing services under the Contract.
- E. The Contractor shall provide laboratory services in accordance with all applicable licensure, certification, and accreditation standards of:
 - 1. State of Maryland, Maryland Department of Health Clinical Laboratory Improvements Act of 1988 (CLIA-88) as required

- by the Centers for Medicare & Medicaid Services
2. All applicable existing and pending federal licenses; and
 3. Any state or jurisdiction other than Maryland where any laboratory testing covered by this Contract is performed.

2.3.2 Requests for Specimen Pick-up and Testing

2.3.2.1 Routine Requests for Specimen Pick-up and Testing

The Contractor shall provide regular pick-up for laboratory specimens for all routine tests at each MDH facility's specimen collection station. The scheduled pick-up shall be no earlier than Noon and no later than 2:30 p.m. on Business Days (Monday through Friday, 8:00 a.m. - 5:00 p.m. excluding State recognized holidays). The specimens shall be transported to the Contractor's laboratory for testing after being picked up from an MDH Facility. Specimens shall be delivered to the testing laboratory site in such manner as to ensure the integrity of the specimen chain-of-custody, the viability of the specimen for the requested testing and compliance with the testing timeframes listed in Section 2.3.5. A list of State holidays can be found at www.dbm.maryland.gov - keyword: State Holidays.

2.3.2.2 STAT Requests for Specimen Pick-up and Testing

- A. The Contractor shall provide on-call STAT coverage to MDH Facilities 24 hours per day including weekdays, weekends, and holidays. The Contractor must pick up and report a test by the time specified for each STAT test result from the time an MDH Facility notifies the Contractor.
- B. A separate flat rate charge per STAT call/pick-up shall be billed at the STAT test fee price indicated on the Bid Form.
- C. As indicated on the Price Form, the number of STAT tests varies widely from facility to facility, from a low of one (1) to a high of over 100 annually. This variability of STAT test needs is closely related to the type of residents at each Facility.

2.3.3 Lab Test Panels

Descriptions of the laboratory test panels utilized by MDH Facilities are outlined below. MDH Facilities utilize these test panels to request a comprehensive array of individual tests for patients.

Admission Panel

Chemistry Screen	Hepatitis C Screen
CBC with Differential & Platelets Screen	Hepatitis B Virus Immunity

Thyroid Profile old)	PSA (males over 40 years
Lipid Profile (females)	HCG Serum Pregnancy
RPR Titer	Urinalysis
HIV 1, HIV 2	(intentionally blank)

Annual Panel

Chemistry Screen	Coronary Risk Assessment
CBC with Differential & Platelets old)	PSA (males over 40 years
Thyroid Profile	(intentionally blank)

Basic Metabolic Panel

BUN/Creatinine Ratio	Glucose
Calcium	Sodium
Carbon Dioxide (CO2)	Potassium
Chloride	Urea Nitrogen (BUN)
Creatinine	(intentionally blank)

Bilirubin Panel

Bilirubin Total	Bilirubin, Direct and
Indirect	

CBC w/Differential & Platelets (to include)

WBC	McH
RBC	MCHC
Hgb	ROW
HCT	Absolute Neutrophil Count
(ANC)	
MCV	(intentionally blank)

Comprehensive Metabolic Panel

Alanine Aminotransferase (ALT)	Chloride
Albumin	Creatinine
Albumin/Globulin Ratio	Globulin
Alkaline Phosphatase (ALP)	Glucose
Aspartate Aminotransferase (AST)	Potassium
Bilirubin, Total	Protein, Total
BUN/Creatinine Ratio	Sodium
Calcium	Urea Nitrogen (BUN)
Carbon Dioxide (CO2)	(intentionally blank)

Drug Screen Panel

Amphetamines	Ethyl Alcohol
Barbiturates	Methadone
Benzodiazepines	Opiates
Cannabinoids	Phencyclidine
Cocaine Metabolite	(intentionally blank)

Electrolyte Panel

Carbon Dioxide (CO2)	Potassium
Chloride	Sodium

Hepatic Function Panel (Liver Function)

Alanine Aminotransferase (ALT)	Aspartate Aminotransferase
(AST)	
Albumin	Bilirubin, Total
Albumin/Globulin Ratio	Globulin
Alkaline Phosphatase (ALP)	Protein, Total

Lipid Panel

Cholesterol	LDL Cholesterol
Cholesterol/HDL Ratio	Triglycerides
HDL Cholesterol	(intentionally blank)

2.3.4 Laboratory Test Results

2.3.4.1 The Contractor shall perform all tests and report all test results to MDH Facilities in accordance with the requirements of the Contract. A chart indicating the required time frames for routine and stat tests is provided in **Section 2.3.5**. The results of all applicable stat tests shall be reported to the Facility within four (4) hours from the time a MDH Facility notifies the Contractor that a stat test has been ordered.

- A. The Contractor shall transmit all routine laboratory results to the MDH Facility's Laboratory Services via secure internet connection in a format that can be downloaded into an easily readable format so that the user can print them out.
- B. The Contractors shall telephone the results of all tests ordered on a STAT basis to a telephone number specified by the MDH Facility and fax or e-mail a copy of the laboratory results to the telephone number(s) or e-mail address specified by the MDH Facility.

- 2.3.4.2 All laboratory procedures shall be performed in a timely and quality assured manner.
- 2.3.4.3 If and when MDH Facilities begin using an electronic health record (EHR), the Contractor shall construct an interface within ninety (90) days that allows for the direct transmission of all ROUTINE and STAT laboratory results to the MDH Facility's Electronic Health Record (EHR) within the time requirements listed in **Table 2.2 Section 2.3.5**
- 2.3.4.4 The listed time requirements contained in Section 2.3.5 may be revised by the MDH Facilities with updated requirements provided to the Contractor, as necessary, based on current technology and standards of practice.

2.3.5 Time Requirements for Completing and Reporting Tests

2.3.5.1 **Table 2.2** Time and Reporting Requirements for Testing lists the timeframes and will also be updated if new tests become available throughout the duration of the Contract, or existing tests are deleted, or the typical time for completion changes due to updates in technology and standards of practice.

Table 2.2 Time and Reporting Requirements for Testing

PROCEDURE NAME	MAXIMUM TIME FOR REPORTING TEST RESULTS FROM TIME NOTIFICATION WAS MADE BY MOH FACILITY TO CONTRACTOR	
	ROUTINE	STAT
Admission Panel	24 hours	NIA
Annual Panel	24 hours	NIA
Basic Metabolic Panel	24 hours	4 hours
Comprehensive Metabolic Panel	24 hours	4 hours
Drug Screen Panel	24 hours	NIA
Hepatic Function Panel (Liver Profile)	24 hours	NIA
Iron Panel	24 hours	NIA
Lipid Panel	24 hours	NIA
PT and PTT	24 hours	4 hours
ACTH	5 days	NIA
Aluminum	24-48 hours	NIA
Alpha-Fetoprotein (AFP) Tumor Marker	48 hours	NIA
Amitriptyline and Nortriptyline	48 hours	NIA
Ammonia, Plasma	72 hours	NIA
Amylase, Serum	24 hours	NIA
Anti-Nuclear Antibody (ANA) w/RFX, Serum	24 hours (preliminary) 48 hours (final)	NIA
Calcium, 24-hour Urine	24 hours	NIA
Carbamazepine, Serum	24 hours	4 hours
CBC w/Differential & Platelet & ANC	24 hours	4 hours

Carcinoembryonic Antigen (CEA), Serum	24 hours	NIA
Creatine Kinase (CK), Total, Serum	24 hours	4 hours
CRP (C reactive protein)	24 hours	NIA
Creatine Kinase (CK) Total, with isoenzymes	72 hours	NIA
Clozapine Level	5 days	NIA
Creatinine, Random Urine	24 hours	NIA
Cortisol	24 hours	NIA
D-DimerQN	24 hours	NIA
Digoxin	24 hours	NIA
Erythrocyte Sedimentation Rate (ESR), Westergren	24 hours	4 hours
Ferritin	24 hours	NIA
Folate, Serum (Folic Acid)	48 hours	NIA
Follicle Stimulating Hormone (FSH), Serum	72 hours	NIA
Glucose, Fasting, Serum	24 hours	4 hours
hCG, (Human Chorionic Gonadotropin), Total, Qualitative, Serum	24 hours	4 hours
hCG, (Human Chorionic Gonadotropin), Total, Qualitative, Urine	24 hours	4 hours
Haptoglobin	24 hours	NIA
Hemoglobin A1C, Blood	24 hours	NIA
Hemoglobin/Hematocrit (Hgb/HCT)	24 hours	4 hours
HBV DNA QN PCR w/Rflx	14 days	NIA
HCV DNA QN PCR w/Rflx	5 days	NIA
Hepatitis C, RNA Quant/Qualitative	7 days	NIA
Hepatitis C, Genotyping	7 days	NIA
HIV, Genotyping	7 days	NIA
Human Papillomavirus (HPV)	7 days	NIA
INR	24 hours	4 hours
Influenza	24 hours	4 hours
Lead	5 days	NIA
Levetiracetam (Keppra)	24 hours	NIA
Liver Fibrosis Test (Fibro sure)	7 days	NIA
Luteinizing Hormone (LH), Serum	24 hours	NIA
Lipase, Serum	24 hours	4 hours
Lithium, Serum	24 hours	4 hours
MRSA	24 hours	NIA
Magnesium, Serum	24 hours	4 hours
Microalbumin, Random, Urine	24 hours	NIA
Myoglobin	24 hours	NIA
Nortriptyline	24 hours	NIA
O&P Giardia Ag I Soec	4 days	NIA

Osmolality, Serum	24 hours	NIA
Osmolality, Urine	24 hours	NIA
Oxcarbazepine (Trileptol)	72 hours	NIA
PTH Parathyroid Hormone	24 hours	NIA
PAP Smear Thin-Prep w/Reflex HPV	7 days	NIA
Phenobarbital	24 hours	4 hours
Phenytoin (Dilantin), Serum	24 hours	4 hours
Phosphate (as Phosphorus), Serum	24 hours	4 hours
Prolactin, Serum	24 hours	NIA
Protein, Electrophoresis, Serum	48 hours	NIA
Prothrombin Time (PT), (INR), Blood	24 hours	4 hours
Prostate Specific Antigen (PSA Total)	24 hours	NIA
Activated Partial Thromboplastin Time (aPTT), Plasma	24 hours	4 hours
QuantiFERON TB Gold	24 hours	NIA
Reticulocyte Count, Blood	24 hours	4 hours
Rheumatoid Factor, Serum	24 hours	NIA
T3 Total, Serum	24 hours	NIA
T4, Free, Serum (Non-Dialysis)	24 hours	NIA
T4 (Thyroxine), Total, Serum	24 hours	NIA
Testosterone, Total, Serum	24 hours	NIA
Thyroid Peroxidase Antibody	48 hours	NIA
Thyroid Stimulating Hormone (TSH), with Free T4 Reflex, Serum	24 hours	NIA
Troponin	24 hours	NIA
Uric Acid	24 hours	4 hours
Urinalysis with Microscop	24 hours	4 hours
24-Hour Urines	48 hours	NIA
Urine Cultures (C & S)	72 hours	NIA
Valproic Acid, Serum	24 hours	4 hours
Vancomycin	24 hours	4 hours
Vitamin B-12 and Folate, Serum	72 hours	NIA
Vitamin D 25 – Hydroxy	72 hours	NIA

2.3.6 Critical/Panic Values

- A. No later than two weeks before the Go-Live Date, MDH Facilities will provide the Contractor with the Department's approved listing of tests/values which may differ from the Contractor's listing of Critical/Panic Values submitted as part of its Bid. MDH Facilities via the Contract Monitor shall approve the listing of Contractor's values, modifying as appropriate any values of the Contractor for tests based on the Department's approved listing of tests/values. The Contractor must use the modified values for any tests provided under this Contract.

- B. The results of all tests deemed Critical/Panic Values by the Contractor, as well as all STAT orders, shall be telephoned to a telephone number specified by each MDH Facility, with a copy of the laboratory results being faxed or emailed to the telephone number(s) or email address specified by the MDH Facility. Critical/Panic values shall be reported 24 hours a day as soon as known, but not later than one (1) hour after a Critical/Panic Value for a test result is known by the Contractor.

2.3.7 Retesting (Without Cost)

If the original test result appears to be inconsistent with the clinical evaluation of the patient, an MDH Facility may request a retest to verify the accuracy of the original test result. The Contractor shall perform such retests at no cost to the State. In the event that a MDH Facility determines that the number of retests by the Contractor is excessive compared to the standard margin of error in maintaining quality controls, according to CLIA-88, the appropriate Facility Contract Administrator will immediately notify the Contractor through the Contract Monitor. The MDH Facility Contract Administrator will provide the Contractor all necessary documentation requested in order to justify and explain the need for retesting. If such problems cannot be resolved to the MDH Facility's satisfaction, this situation will be referred to the Procurement Officer. If the Procurement Officer deems it appropriate, the Contract can be terminated for cause in accordance with **Attachment M, Paragraph 17**.

2.3.8 Laboratory Supplies/Materials

- A. The Contractor shall provide all supplies/materials necessary to carry out the Contract requirements, that at a minimum will include all supplies/materials proposed in its Bid. The Contractor shall also implement its plan as also proposed in its Bid to prevent depletion of any of its required supplies/materials throughout the Contract. All supplies/materials shall meet current OSHA requirements. These supplies/materials include, but are not limited to, urine containers, blood collection tubes with hemo-gard tops (plastic tubes when available), serum separator tubes, lead-free "vacutainer" tubes, toxicology "vacutainer" tubes, pap smear supplies, culture tubes and media, stool containers, needles, glucose beverage, and miscellaneous supplies, i.e. baggies and pre-printed request slips.
- B. The Contractor shall coordinate at least monthly with the Facility Contract Administrator at each MDH Facility to assure that an adequate inventory of supplies/materials is maintained at all times. The Contractor shall maintain the inventory of supplies/materials to the satisfaction of the Facility Contract Administrator to permit completion of all required tests.

2.3.9 Laboratory Test Request Forms

- A. The Contractor shall provide electronic and hard copy forms (for use in emergency situations if the electronic form is not available) for use by MDH Facilities when ordering tests. The laboratory test request forms, both electronic and hard copy, shall include the following pertinent patient and specimen information, at a minimum:
 1. Patient's full name (Last, First)
 - Patient's Facility identification number
 - Patient Unit (to be printed on results report)
 - Date of Birth
 - Ordering Physician's Name
 - Specimen Information: Date collected/ Time collected
 - Phlebotomist Name or Initials
 - Test(s) to be ordered; and
 - ICD-10 code (in the event that the code changes, Contractor must notify Contract Monitor as soon as possible but in no event later than one (1) Business Day after the Contractor receives notice of the changed code).
 - Patient's Cell Phone (if applicable)
 - Patient's Email (if applicable)
 - Patient's Emergency Contact

- B. As required, the Contractor shall allow for the direct ordering of all routine and stat laboratory requests directly from a Facility installed EHR.

2.3.10 Specimen Collection Reference Manuals

- A. Within five (5) days after Contract Commencement, the Contractor shall submit copies of its specimen collection reference manual submitted with its Bid as follows:
 1. For the MDH Facility's Medical Clinic: two (2) manuals
 - One manual for each ward or cottage
 - For the Nursing Supervisor's Office of each MDH Facility: 1 manual
 - For the Contract Monitor and each Facility Contract Administrator 1 manual; and
 - For the On-call Doctor's (OCD) Room: 1 manual, if applicable.

- B. Manuals shall be kept current. The Contractor shall provide ongoing updates to the manuals as warranted by changes in the procedures for specimen collection and/or the availability of tests.

- C. Not more than three (3) months after the Go-Live Date and at 3-month intervals thereafter for the duration of the Contract, the Contractor shall either provide all needed updates or a written affirmation to the Contract Monitor that its manual is current.

2.3.11 Specimen Preparation Centrifuge and Possible Other Equipment

- A. No less than five (5) days before the Go-Live Date, the Contractor shall provide to each MDH Facility a centrifuge with a capacity to process 50 specimens per day to be kept on-site and used by MDH Facility staff.
- B. If deemed appropriate by the Contractor Account Representative and the Contract Monitor or facility contract administrator of any facility, the Contractor shall also provide additional equipment to one or more MDH Facilities to prepare specimens for better and/or faster testing. Any non-centrifuge Contractor-provided equipment may be provided either prior to the Contract Go-Live Date or any time thereafter.
- C. The Contractor shall maintain all centrifuges and any other provided specimen preparation equipment in working order, provide routine preventive maintenance, and ensure that copies of all preventive maintenance reports are provided to each facility contract administrator.
 - 1. For the centrifuges and any other equipment to be installed as of the beginning of the Contract, the Contractor shall inspect and test the equipment prior to placement at a MDH facility before the start of the Contract as per 2.3.11 A.

Approximately six (6) months after the Go-Live Date and at approximately six (6) month intervals thereafter for the duration of the Contract, the Contractor shall inspect, and test all provided equipment and provide a copy of the results of the inspection and testing to the Facility Contract Administrator within five (5) days of the inspection/testing.

The Contractor shall replace any nonfunctioning or malfunctioning equipment within One (1) Business Day of becoming aware of the nonfunctioning or malfunctioning equipment, either through inspection/testing or notification by the MDH Facility.

- D. All Contractor-provided equipment will be returned at the conclusion of the Contract. However, if the Contractor is selected to perform a follow-up contract, at the option of the Contract Monitor, some or all of the existing equipment may be retained for use under the new contract.

2.3.12 Computerized Laboratory Test Requests & Results

- A. The Contractor shall provide for use by each MDH Facility the equipment and software required to transmit and receive test requests and results in order to carry out the requirements of the Contract (i.e. printer, modern line, fax, secure internet site access, etc.), as outlined in its Bid, and ensure that all necessary equipment is installed and in-service and instruction provided to the MDH Facility no less than five (5) days prior to the Go-Live Date. The Contractor shall implement, as described in its Bid, its plan for how test requests are transmitted and received as well as its Bid-described backup plan should the computer equipment fail to transmit or receive test requests and results either at the MDH Facility or the Contractor's site.
- B. The Contractor shall make any necessary equipment changes (within the scope of the Contract) throughout the Contract duration and provide any

associated training for the use of the installed equipment to MDH Facility staff.

- C. The Contractor's computerized laboratory equipment shall permit the indicated MDH Facility staff to obtain and/or perform the following at will:
 - 1. Laboratory Services staff:
 - a. Enter daily requests for patient laboratory testing
 - b. Enter/delete/change MDH Facility physician names
 - c. Print a daily (or as needed by date) accession log of all tests requested, sorted alphabetically by patient last name
 - d. Review and print individual patient profiles: monthly and/or annually
 - e. Review individual test results; and
 - f. Review cumulative test results.

Clinical staff, designated by the MDH Facility, shall be permitted read-only access, as needed, for the purpose of:

- a. Reviewing individual patient profiles:
- b. Reviewing individual test results; and
- c. Reviewing cumulative test results.

2.3.13 Quality Assurance Program

2.3.13.1 As a condition of the MDH Facility's accreditation by The Joint Commission, it is necessary for the Contractor for the duration of the Contract to have a Quality Assurance (QA) program that meets the requirements of CLIA-88. The Contractor shall implement its Quality Assurance Program, as described in its Bid.

2.3.13.2 The Contractor's QA Program shall address how quality assurance is continuously monitored and maintained in relation to national standards and standards established in accordance with the Contractor's licensure and certification.

2.3.14 Training

2.3.14.1 The Contractor shall implement its proposed training as described in its Bid. The Contractor shall provide ongoing training in the collection and preparation of specimens to identified staff at MDH Facilities in accordance with the Contractor's QA Program. The Contractor shall also notify the Facility Contract Administrator at each MDH Facility of any significant changes in laboratory procedures, supplies, and equipment and provide ongoing training and in-service.

2.3.14.2 The Contractor shall also provide a one-hour training session on basic operational procedures for a maximum of five (5) laboratory staff on-

site at each MDH Facility within two (2) Business Days of a request for such training during the first ninety (90) days of the Contract for each MDH Facility. After the first ninety (90) days have been completed, the Contractor shall conduct training at least once in each Contract year, typically within two (2) weeks before or after each anniversary date of the Go Live Date at a time directed by the Contract Monitor with due consideration of the preferences of the Contractor, and on other occasions (i.e., system changes, issues identified during the quality assurance process, etc.) as deemed necessary by the Contract Monitor.

2.3.15 Technical Assistance/Support and Inspections/Surveys

- A. The Contractor shall be available to MDH Facility staff during Normal State Business Hours for consultation pertaining to technical support and laboratory testing results, as needed.
- B. Additionally, the Contractor shall be available, if needed, during inspections of MDH facilities, i.e., The Joint Commission survey, to provide needed assistance concerning the performance of testing and reporting of laboratory values.
- C. The Contractor shall make available the list of contacts provided as part of its Bid available for technical support and laboratory testing. The Contractor shall ensure that its list of contacts, including contact information (name, title, phone, fax and email) for administrative, operational, clinical, technical, and other specialists needed to provide the necessary labor, materials, vehicles, equipment and supervision for laboratory services at MDH facilities, remains current during the Contract.

2.3.16 Meetings

2.3.16.1 The Contractor shall designate an account representative (Contractor's Account Representative) who shall meet with each Facility Contract Administrator quarterly at the MDH Facility to discuss the ongoing provision and performance of services provided under this Contract. Meetings will be scheduled at a date and time mutually agreeable to both parties. In the event that either party cannot attend a scheduled meeting, another date/time during that month will be scheduled at the time of the cancellation. The scheduling of meetings will be handled by the Facility Contractor Administrator.

2.3.16.2 Meeting minutes of the quarterly meetings referenced above will be recorded by the MDH Facility Contract Administrator, and copies distributed to the Contractor and Contract Monitor. The Contractor will have seven (7) calendar days to respond to the minutes.

2.3.17 Performance Review

2.3.17.1 These IFB specifications and the Contract will form the basis of the performance review as a means of quality control and quality assurance

to determine the degree of Contractor compliance and level of performance satisfaction. Examples of unacceptable performance include but are not limited to:

- A. Recurring errors in test results
- B. Inaccurate or incomplete reporting
- C. Uncorrected equipment failure
- D. Inconsistency in pick-up times for routine test specimens
- E. Untimely reporting of routine test results
- F. Inaccessibility for stat orders
- G. Untimely pick-up or completion of stat orders
- H. Failure to report critical/panic values.

2.3.17.2 Incidents of unacceptable performance will be documented by the Contract Monitor with a copy to the Procurement Officer and the Contractor's Account Representative. Upon receipt of documentation of an incident of unacceptable performance, the Contractor shall submit a plan of correction identifying the timeframe for completion to the Contract Monitor within five (5) days for review and approval. The Contract Monitor will approve or reject the plan within one (1) Business Day. The Contractor shall make any changes requested by the Contract Monitor to the plan of correction within two (2) Business Days and resubmit.

2.3.17.3 If an incident of unacceptable performance is life-threatening or has the potential to cause severe personal harm, the Contractor shall initiate corrective action, as directed by the Contract Monitor, on a priority basis to ensure that the threat to life or severe personal harm *is alleviated within the shortest time practical, but no longer than 2 hours.*

- A. When the Contractor is notified by the Contract Monitor of an incident or unacceptable performance of this nature, the Contractor shall inform the Contract Monitor of what it will do to prevent a recurrence of the incident or unacceptable performance and the time frame to implement this action.
- B. If the Contract Monitor does not believe the proposed corrective action is adequate to prevent another such occasion or will take too long to implement, the Contract Monitor will inform the Contractor that the proposed action is rejected. Within two (2) calendar days of the Contract Monitor's rejection of the Contractor's proposed corrective action plan, the Contractor shall submit a revised plan to the Contract Monitor to alleviate the situation.

2.3.17.4 Continuing failure to satisfactorily respond in the time frames required in accordance with this section, more than one (1) incident of unacceptable performance that is life-threatening or with the potential to cause severe personal harm, or more than a total of three (3) situations involving unacceptable performance during a twelve (12) month period may be viewed as grounds for termination of the Contract in accordance with **Attachment M**, Paragraph 17.

2.3.18 Pricing

- A. Pricing for the Contract shall be in accordance with the attached Bid Form (**Attachment B**). All tests listed on the Bid Form for which Bid prices are to be provided, shall be identified as Tier One Tests (see **Appendix 1** for definitions of all Tier Tests). Tier One Test prices shall be firm fixed prices - not subject to change or adjustment - for the full three-year term of the Contract. However, if the first or both of the one-year Contract renewal options is/are exercised, as described in Section **2.3.18** and **2.3.22**, these Tier one test prices can be reviewed by MDH for adjustment.
- B. In addition to the Tier One Test prices listed on the Bid Form for the individual test procedures, the Bidders shall provide as part of their Bid their complete current Laboratory Test Schedule, when their Bid is submitted. (See **Sections 5.1 and 5.2**)
- C. Within five (5) Business Days of being notified that it is being selected for Contract award, the selected Bidder must inform the Contract Monitor in writing of up to ten (10) non-Tier One Tests contained in its Laboratory Test Schedule that it wants categorized as Tier Three Tests, and its rationale for each requested categorization. The Contract Monitor will either approve the up to ten (10) requested Tier Three Tests, request more justification for one or more of the requested tests, or reject one or more of the requested Tier Three Tests as not fitting the definition of being rare and volatile in price or some other factor(s). If a test is rejected by the Contract Monitor as not being appropriate to be categorized as a Tier Three Test, the Contractor may substitute another test for the Tier Three Test designation, until either the maximum of ten (10) tests is reached or it is agreed that fewer than ten (10) tests satisfy the Tier Three Test definition.
- D. All tests contained on the Laboratory Test Schedule that are not on the Bid Form (not Tier One Tests) or identified by the Contractor and approved by the Contract Monitor as a Tier Three Test, will become Tier Two Tests.
1. When the Contractor submits its request for the designation of Tier Three Tests within five (5) Business Days of being notified of recommendation for award - it should also provide the Contract Monitor with reasonable justification that the Tier Two Prices contained in its submitted Laboratory Test Schedule are its routine prices for these tests. Such justification might be in the form of a widely circulated official price list, a screen shot of pricing on a public web site of the Contractor, copies of invoices to customers showing these prices, etc. The Contract Monitor can request additional justification for the purported price of any test determined to be a Tier Two Test.

The prices paid by MDH Facilities for any Tier Two Test will be 65% of the Contractor's Laboratory Test Schedule routine price, as accepted by the Contract Monitor. This 65% of the Contract Monitor-accepted Laboratory Test Schedule price will then become a firm-fixed price that shall apply for the three-year duration of the Contract. However, as described in Section **2.3.18**, if a renewal option is exercised by the Department, this fixed price can be reviewed by MDH for adjustment for the option year(s).

The prices contained in the documents referred to in this Section **2.3.18** and the STAT Test fee per pick up/call entered on the Bid Form are the only charges that may be billed to MDH Facilities. All other costs, such as those listed below, must be factored into the price of the individual test procedures. The listing below is not intended to be an all-inclusive listing of the items needed to perform the required services, but rather examples of the sorts of costs that are to be factored into the price of the individual test procedures and the total Bid:

- a. The means to receive test requests and transmit test results, including interfacing with any EHR system
 - b. Performing retests
 - c. All supplies such as urine bottles, serum vials, lead free vacutainer tubes, toxicology vacutainer tubes
 - d. Specimen/Test Request forms
 - e. Specimen collection reference manuals
 - f. Centrifuges
 - g. An acceptable continuous quality improvement program
 - h. Required training
 - i. Technical assistance/support and attending inspections/surveys
 - j. Attendance at required meetings
- E. Within 30 days of a new test being available from the Contractor or if a test is deleted or replaced, a revised Laboratory Test Schedule is to be submitted to the Contract Monitor and each Facility Contract Administrator. The update shall note any test deleted or replaced and include only the name and price of any new test. The Contractor shall not change prices for any test listed on the initial or previously updated version of the Laboratory Test Schedule. Upon submissions of a revised Laboratory Test Schedule with one or more new tests and associated routine price(s), the 65% price level will be calculated and will then become a firm fixed price for this/these new test(s) for the remainder of the initial three-year Contract term. Upon the exercising of a renewal option, all base Contract term pricing is subject to review by MDH and potential adjustment.
- F. **Options Years Price Adjustment.** Upon the Department's exercising of the first or both of the available Contract renewal options, the Contractor's firm fixed laboratory testing prices can be adjusted with MDH agreement according to changes in a portion of the Consumer Price Index (CPI), as detailed in Section **2.3.22**.

2.3.19 Third Party Invoicing

- A. The Contractor shall bill third party insurers directly in the rare occurrence that a Facility patient has third party insurance, using information supplied by the MDH Facility, in accordance with the following:
 1. The MDH Facility's employee completing the lab request form will:
 - a. Indicate whether the patient has insurance; and
 - b. List the insurance carrier for those patients with insurance.

2. If MDH Facility's employee completing the lab request form does not know whether the patient has insurance or does not know the insurance carrier at the time that the form is completed, they will indicate "unknown" on the lab request form.
3. If a patient receives laboratory tests and the MDH Facility's business office staff subsequently becomes aware that the patient has insurance coverage, the business office staff will:
 - a. Make adjustments to future bills deducting the price of all such tests that were conducted.
 - b. Notify the Contractor of the adjustment and provide the Contractor with the necessary information to bill the insurance company.
4. In the event that an insurance carrier does not pay the claim:
 - a. The Contractor shall provide documentation showing the insurance company's denial of the claim.
 - b. The MDH Facility will contact the insurance carrier to ascertain the reason for denial and what additional information could be provided to process the claim.
 - c. If the insurance carrier does not pay the claim after contact from the MDH Facility, the Contractor will be notified to bill the MDH Facility.
 - d. The Contractor shall accept insurance reimbursement as full and final payment for tests provided to patients at the MDH Facility. This shall apply if the patient at the MDH Facility has insurance at the time of service. The Contractor may not submit any additional charges to the MDH Facility for these tests, even if the amount reimbursed by insurance is less than the Contract cost of any particular test(s).

2.3.20 Reporting

- A. Monthly, within 15 days after the end of the preceding month, the Contractor shall provide each Facility Contract Administrator an individualized report summarizing the number of tests performed during the previous month for their Facility. The individualized report shall include the following information:
 1. The number and type of each routine test performed
 2. The number and type of STAT tests performed, and
 3. The number of retests required due to critical high and/or low laboratory results.
- B. Monthly, within 15 days after the end of the preceding month, the Contractor shall provide the Contract Monitor with a comprehensive summary report

summarizing the number of tests performed during the previous month for all MDH facilities. The summary report shall include the following information:

1. The number and type of each routine test performed
The number and type of STAT tests performed, and
The number of retests required due to critical high and/or low laboratory results.
- C. Annually, within 15 days before or after the anniversary of the Go-Live Date, the Contractor shall provide to each Facility Contract Administrator a comprehensive individualized report summarizing the number of tests performed during the Contract year in that Facility. The comprehensive annual report shall include the following information:
1. The number and type of each routine test performed; and
 2. The number and type of STAT tests performed.
- D. Annually, within 15 days before or after the anniversary of the Go-Live Date, the Contractor shall provide the Contract Monitor a comprehensive summary report summarizing the number of tests performed during the Contract for all MDH facilities during the Contract year. The comprehensive annual report shall include the following information:
1. The number and type of each routine test performed; and
 2. The number and type of STAT tests performed.
- E. The Contractor shall provide the Contract Monitor, within 21 days from the end of the quarter, quarterly reports of patient profiles. These reports shall outline the specific test(s) performed and the individual results of those tests for each patient.

2.3.21 Documentation

All written correspondence to the MDH Facility shall be on Contractor letterhead and signed by the Contractor's Account Representative, previously identified designee, or an identified officer of the Contractor.

2.3.22 Price Adjustment

In each of the option years, if exercised by the Department, the Contractor may receive an adjustment to its firm fixed laboratory testing prices. If the Department intends to exercise a renewal option, at least thirty (30) days prior to each renewal date the Contract Monitor shall advise the Contractor of the permitted percentage adjustment for its laboratory test prices for the next Contract year. The adjustment shall be based on the change in the Consumer Price Index as described below.

2.3.23 Consumer Price Index Information

- 2.3.23.1 Price Adjustment: This section describes the mechanism to be used to make price adjustments. Price adjustments to the contracted prices for services proposed may be made annually for the two (2) option years (4th

and 5th Contract years if the options are exercised) under the following procedure:

- A. At least sixty (60) calendar days prior to the option year anniversary dates which, if exercised, mark the beginning of the 4th and 5th Contract years, respectively, the Contractor shall submit to the Contract Monitor its proposed adjustment for the next Contract year. At least thirty (30) calendar days prior to the 3rd and 4th contract anniversary dates, which mark the beginning of the 4th and 5th Contract years respectively, if the Department intends to exercise a renewal option the Contract Monitor shall provide the Contractor with a written notice of adjustment setting out the allowable percentage adjustment, calculated to the nearest tenth of a percent, (e.g., 1.1%) to be applied to the firm fixed laboratory tests prices. The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), the U.S. City Average Consumer Price Index - All Urban Consumers, Medical Care Services (CPI-U, MCS), all items, base period 2023-2025= 100.
- B. Within fifteen (15) calendar days of the receipt of the Contract Monitor's notice of adjustment, the Contractor shall submit its revised laboratory test prices to the Contract Monitor in the same form as the Bid Form (**Attachment B**). The Contractor shall have the option of keeping existing prices or changing its laboratory test prices in accordance with this section.
- C. Reduction in the CPI-U, MCS will not result in reductions to the Contractor's rates. However subsequent increases may not result in increases in the Contractor's rates until those increases exceed prior reductions.
- D. The adjustment will be calculated as a percentage resulting from the change in the CPI-U, MCS for the most recent twelve (12) months beginning four (4) months prior to the 3rd and 4th anniversary dates of the Contract. This adjustment is further explained as follows:
 1. The revised rate schedule shall be used for billing effective the first day of the month for the 4th and 5th Contract years, as appropriate.

2.3.23.2 Changes to the Consumer Price Index

2.3.23.2.1 The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI-All Urban Consumers, Medical Care Services, as follows:

- A. Area: U.S. All City Average (not seasonally adjusted), Medical Care Services Index, entitled "Consumer Price Index for All Urban Consumers, Medical Care Services (CPI-U, MCS)." Series ID: CUUR0000SAM2.

2.3.23.2.2 In the event that the BLS discontinues the use of the CPI-U, MCS index, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be at the sole discretion of the Contract Monitor.

2.3.23.2.3 It is the Contractor's responsibility to present such evidence at least sixty (60) calendar days prior to the Contract anniversary date.

2.3.23.2.4 The following example illustrates the computation of percent change:

- A. CPI-U, MCS for current period 525.683
- B. Less CPI-U, MCS for previous period 513.121
- C. Equals index point change 12.562
- D. Divided by previous period CPI-U, MCS 513.121
- E. Equals .025
- F. Result multiplied by 100 0.025×100
- G. Equals percent change 2.5

2.3.24 Corrective Action Plan (CAP)

- A. MDH may issue a request for a Corrective Action Plan (CAP) to address Contractor performance issues. If any Contractor requirements as described in the IFB or Contract are not satisfactorily performed, in the determination of the Contract Monitor, the Contractor shall submit a Corrective Action Plan (CAP) upon request, describing all actions it will take to ensure that the impacted requirements will be satisfied thereafter. This CAP must be submitted to the Contract Monitor for approval within five (5) days of the Contract Monitor's written request identifying such deficiencies.
- B. The Contractor shall include the following in the CAP:
 - i. Background information;
 - ii. Problem definition statement;
 - iii. Findings and root cause description;
 - iv. Corrective actions; and
 - v. Corrective action implementation dates
- C. If the Contract Monitor is not satisfied that the Contractor's proposed Corrective Action Plan will prevent a recurrence of the deficiency(ies), the Contract Monitor will notify the Contractor and require a revised CAP. The revised CAP must be submitted to the Contract Monitor within three (3) days of the Contract Monitor's rejection of the previous CAP.

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- A. Contractor shall schedule and hold a kickoff meeting within five (5) Business Days of NTP Date. At the kickoff, the Contractor shall furnish a Project Schedule describing the activities for the Contractor, the State, and any subcontractors or third parties for fully transitioning to the Contractor's service.

3.2 End of Contract Transition

- 3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 120 days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and support as requested to successfully complete the transition
- B. Maintain the services called for by the Contract at the required level of proficiency
- C. Provide updated System Documentation (see Appendix 1), as appropriate; and
- D. Provide current operating procedures (as appropriate).

- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.

- 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.

- 3.2.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:

- A. The Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Contract end date.

The Transition-Out Plan shall address at a minimum the following areas:

- 1) Any staffing concerns/issues related to the closeout of the Contract
- 2) Communications and reporting process between the Contractor, the MDH and the Contract Monitor
- 3) Security and system access review and closeout
- 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the MDH or a designee
- 5) Any final training/orientation of MDH staff
- 6) Connectivity services provided, activities and approximate timelines required for Transition-Out
- 7) Knowledge transfer, to include:
 - a) A working knowledge of the current system environments

- b) Review with the MDH the procedures and practices that support the business process and current system environments
 - c) Working knowledge of all technical and functional matters associated with the solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract
 - d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract
- 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
- 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- B. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
- C. The Contractor shall provide copies of any current daily and weekly back-ups to the MDH or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
- D. Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract as described in **Section 3.2.5**.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the Contract Term, the Contractor shall: (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term; (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor, Edwina Trader at edwina.trader3@maryland.gov.

- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1) Contractor name and address
 - 2) Remittance address
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date
 - 6) Invoice number
 - 7) State assigned Contract number
 - 8) State assigned (Blanket) Purchase Order number(s)
 - 9) Goods or services provided
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. The MDH reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the MDH with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- F. Any action on the part of the MDH, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

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

- A. For items of work for which there is one-time pricing (see **Attachment B** –Bid Form) those items shall be billed in the month following the acceptance of the work by the MDH.

- B. For items of work for which there is annual pricing, see **Attachment B**–Bid Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

3.3.3 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2**.

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

- A. The amount invoiced is inconsistent with the Contract
- B. The proper invoice has not been received by the party or office specified in the Contract
- C. The invoice or performance is in dispute, or the Contractor has failed to otherwise comply with the provisions of the Contract
- D. The item or services have not been accepted
- E. The quantity of items delivered is less than the quantity ordered
- F. The items or services do not meet the quality requirements of the Contract
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.3.5 Travel Reimbursement

Travel will not be reimbursed under this IFB

3.3.6 MBE Liquidated Damages

Inapplicable because there is no MBE goal for this IFB.

3.3.7 Liquidated Damages other than MBE

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.4 Liquidated Damages

THIS SECTION IS INAPPLICABLE TO THIS IFB

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the IFB, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
 - 1) The Contractor shall furnish a DR site.
 - 2) The DR site shall be at least 100 miles from the primary operations site and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the MDH to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) Perform a full or partial import/export of State data within 24 hours of a request; or
 - 2) Provide the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of an IFB are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or

technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.

- C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

3.5.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

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

- 3.6.1** The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
 - C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the MDH should be added as a "loss payee."
 - D. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State's claimants or employers is processed or stored.
 - E. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
 - F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than

those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

- 3.6.2** The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.6.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.6.4** Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.6.5** The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.6.6** The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7 Security Requirements

The following requirements are applicable to the Contract:

3.7.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.7.2 Security Clearance / Criminal Background Check

The Contractor shall obtain from each individual assigned to work on the Contract a statement permitting a criminal background check. The MDH will obtain a criminal background check for each individual using a source of its choosing. The Contract Monitor reserves the right to reject any individual based upon the results of the background check.

3.7.3 On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.7.4 Data Protection and Controls

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
- 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
 - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/> Security Technical Implementation Guides (STIG) <https://public.cyber.mil/stigs/>, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor’s system configuration files.
 - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures.
 - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
 - 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
 - 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 - 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical

- information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- 8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The MDH shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under the Contract.
 - 9) Ensure system and network environments are separated by properly configured and updated firewalls.
 - 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
 - 11) By default "deny all" and only allow access by exception.
 - 12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
 - 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The MDH shall have the right to inspect the Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
 - 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.
 - 15) Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.

- 16) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

3.7.5 Security Logs and Reports Access

NOT APPLICABLE TO THIS SOLICITATION.

3.7.6 Security Plan

- A. The Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.
- C. The Security Plan shall address compliance with the PCI DSS for payment card processing).

3.7.7 PCI Compliance

- A. Contractor shall at all times comply, and ensure compliance with, all applicable Payment Card Industry ("PCI") Data Security Standards ("DSS"), including any and all changes thereto. Contractor shall provide the MDH with documented evidence of current compliance to PCI DSS within 30 days of an MDH request.
- B. The Contractor shall annually furnish to the State evidence of the PCI Security Standards Council's (SSC) acceptance or attestation of the Contractor's conformance to the relevant PCI DSS requirements by a third party certified to perform compliance assessments.
- C. The Contractor shall ensure that the scope of the annual SOC 2 Type II Report specified under **Section 3.9** includes testing to confirm the PCI assessment results.

3.7.8 Security Incident Response

- A. The Contractor shall notify the MDH in accordance with **Section 3.7.9A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
- 1) Notify the MDH within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, MDH chief information officer and MDH chief information security officer;
 - 2) Notify the MDH within two (2) hours if there is a threat to Contractor's solution as it pertains to the use, disclosure, and security of State data; and
 - 3) Provide written notice to the MDH within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or MDH) requests concerning such unauthorized use or disclosure.
- B. Contractor's notice shall identify:
- 1) the nature of the unauthorized use or disclosure
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure
 - 4) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or MDH) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.9 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law
 - 2) Cooperate with the State to investigate and resolve the data breach

- 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.
- 3.7.10** Additional security requirements may be established in a Task Order and/or a Work Order.
- 3.7.11** The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.
- 3.7.12** Provisions in **Sections 3.7.1 – 3.7.10** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4-3.7.10** (or the substance thereof) in all subcontracts.

3.8 Problem Escalation Procedure

- 3.8.1** The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.8.2** The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.
- 3.8.3** The Contractor shall provide the PEP no later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- A. The process for establishing the existence of a problem
 - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem
 - C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP
 - D. Expedited escalation procedures and any circumstances that would trigger expediting them

- E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State
- F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- G. A process for updating and notifying the Contract Monitor of any changes to the PEP.

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

3.9 SOC 2 Type 2 Audit Report

3.9.1 A SOC 2 Type 2 Audit applies to the Contract. The applicable trust services criteria are Security, Availability, Processing Integrity, Confidentiality, and Privacy as defined in the Guidance document identified in Section 3.9.2.

3.9.2 In the event the Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the State under the Contract, the Contractor shall have an annual audit performed by an independent audit firm of the Contractor's handling of Sensitive Data or the Department's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.
- B. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 3.7**, relevant to the trust services criteria identified in 3.9.1: as defined in the aforementioned Guidance.
- C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational

infrastructure. The Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

- D. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor or essential support to the Information Functions and Processes provided to the Department under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
- E. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Department.
- F. The Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
- G. If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- H. If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor and under the Contract. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s) and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the Contractor.

Provisions in **Section 3.9.1-2** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Section 3.9.1-2** (or the substance thereof) in all subcontracts.

3.10 Minority Business Enterprise (MBE) Reports

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.11 Veteran Small Business Enterprise (VSBE) Reports

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.12 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.13 Additional Clauses

3.13.1 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

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

3.13.2 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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4 Procurement Instructions

4.1 Pre-Bid Conference

- 4.1.1 A pre-Bid conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Bids. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a bidder's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 4.2.1 eMMA).
- 4.1.6 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.7 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Bid Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The MDH will make a reasonable effort to provide such special accommodation.
- 4.1.8 Seating at the Conference will be limited to two (2) attendees per vendor.
- 4.1.9 Those wishing to attend the web conference may request a meeting invitation by emailing Edwina Trader at edwina.trader3@maryland.gov no later than 2:00 PM. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 PM.
- 4.1.10 Site visits will be arranged for prospective bidders at a later date.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The IFB, Conference summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (OCMP-23-20834 - Laboratory Services at MDH Healthcare Facilities), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Bid due date no later than the date and time specified the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments and posted on eMMA.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the MDH unless it issues an amendment in writing.

4.4 Procurement Method

A Contract(s) will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

4.5 Bid Due (Closing) Date and Time

- 4.5.1 Bids, in the number and form set forth in **Section 5 Bid Format**, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Bids.
- 4.5.6 Bids may not be submitted by facsimile or email. Bids will be opened publicly at the date and time indicated on the Key Information Summary Sheet.
- 4.5.7 Potential Bidders not responding to this solicitation are requested to submit the “No Bid Notice/Vendor Feedback” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Bids

A vendor may bid on multiple regions. However, alternate Bids will not be accepted.

4.7 Receipt, Opening and Recording of Bids

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

4.8 Confidentiality of Bids / Public Information Act Notice

- 4.8.1 The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.
- 4.8.2 The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.
- 4.8.3 For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

4.9 Award Basis

- 4.9.1 A Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable bid price or most favorable evaluated bid price (as referenced in COMAR 21.05.02.13) for providing the services as specified in this IFB. Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. **See IFB Section 6** for Bid evaluation and award information.
 - 4.9.1.1 As stated in **Section 2.1.3**, the Department shall issue up to seven (7) awards for services performed in eleven (11) facilities spanning five (5) regions as identified in **Attachment Q** and **Section 2.2.1 Table 2.1** which lists the facilities and the regions they are located in throughout the state of Maryland
 - 4.9.1.2 Bidders have the option to submit a Bid to provide services for one region or one Facility within a region or multiple regions as a whole. If a Bidder is submitting a Bid for multiple regions, Bidder must submit a separate Bid Form for each region they wish to submit for. If Bidder is submitting a Bid for an individual Facility within a region, Bidder must denote the Facilities not being Bid as a “no bid” on the Bid Form for the Facility(s) within a region.

- 4.9.1.3 Multiple Contractors will provide the required services. For multiple contract awards, the Contractor with the lowest Bid price will be given the right of first refusal to provide the requested services. If that Contractor is unwilling or unable to perform the requested services, the Contractor with the next lowest Bid price will be asked to provide the requested services, and so forth. Each Contractor will adhere to specifications timeframes for required services.
- 4.9.2 Award of a Contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works if such approval is required.
- 4.9.3 More than one Contract may be awarded from this solicitation.

4.10 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

4.11 Duration of Bids

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

4.12 Revisions to the IFB

- 4.12.1 If the IFB is revised before the due date for Bids, the MDH shall post any addenda to the IFB on eMMA and shall endeavor to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.
- 4.12.2 Bidders shall acknowledge the receipt of all addenda to this IFB issued before the Bid due date.
- 4.12.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

4.13 Cancellations

- 4.13.1 The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.
- 4.13.2 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.3 If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution

of higher education, then the IFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

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

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.16 Bidder Responsibilities

- 4.16.1** Bidders must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2** If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this IFB (see **Section 4.26** “MBE Participation Goal” and **Section 4.27** “VSBE Goal”).
- 4.16.3** If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4** A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder’s experience and qualifications. Instead, the Bidder’s responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached hereto as Attachment M. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

4.18 Bid/Proposal Affidavit

A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB.

4.19 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

4.20 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

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

4.21 Verification of Registration and Tax Payment

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

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

4.22 False Statements

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

4.22.1 In connection with a procurement contract a person may not willfully:

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

4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.

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

4.23 Payments by Electronic Funds Transfer

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

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

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

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at:

<http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the MDH may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

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

4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., IFB § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

- A. The Procurement Officer may conduct the procurement using eMMA to issue:
- 1) The IFB
 - 2) Any amendments

- 3) Pre-Bid conference documents
- 4) Questions and responses
- 5) Communications regarding the solicitation or Bid to any Bidder or potential Bidder
- 6) Notices of award selection or non-selection; and
- 7) The Procurement Officer's decision on any Bid protest or Contract claim.

The Bidder or potential Bidder may use eMMA or e-mail to edwina.trader3@maryland.gov

- 8) Ask questions regarding the solicitation
 - 9) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and
 - 10) Submit a "No Bid Notice/Vendor Feedback Form" to the IFB.
- B. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.3** of this subsection, utilizing e-mail, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

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

- A. ~~B~~ Submission of initial Bids, except through eMMA
- B. Filing of bid protests;
- C. Filing of Contract claims
- D. Submission of documents determined by the MDH to require original signatures (e.g., Contract execution, Contract modifications); or
- E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

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

4.26 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.27 VSBE Participation Goal

There is no VSBE participation goal for this procurement.

4.28 Living Wage Requirements

There is no Living Wage requirement for this procurement.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1** The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Bid.
- 4.30.2** By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3** Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under OR individual Task Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4** Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.”

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Bidder)

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

4.31.2 Non-Disclosure Agreement (Contractor)

All Bidders are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

4.32 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder with the next highest overall-ranked Bid.

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.35 Location of the Performance of Services Disclosure

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

4.36 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

4.38 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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5 Bid Format

5.1 One Part Submission

Each Bidder shall submit its Bid with all Required Bid Submissions (see IFB **Section 5.4**) in a single sealed package.

5.2 Labeling

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

5.3 Bid Price Form

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

5.4 Required Bid Submission

A Bidder shall include the following with its Bid:

- 5.4.1 **Bidder Information Sheet** (see **Appendix 2**)
- 5.4.2 **Acknowledgement** of all addenda to this IFB.
- 5.4.3 **Minimum Qualifications Documentation.** The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in IFB **Section 1**. If references are required in **IFB Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1**.
- 5.4.4 **Completed Required Attachments.** Submit three (3) copies of each with original signatures:
 - 1) Completed Bid Form (**Attachment B**).
 - 2) Completed Bid Affidavit (**Attachment C**).
 - 3) Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**).
- 5.4.5 **Additional Document *If Required.** Submit three (3) copies of each with original signatures, if required. *See appropriate IFB section to determine whether the document is required for this procurement.
 - 1) A Signed Statement from the Bidder's Parent Organization Guaranteeing Performance of the Bidder. *see **IFB section 4.16**
 - 2) Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) *see **IFB section 4.26**
 - 3) Completed Federal Funds Attachment (**Attachment G**) *see **IFB section 4.29**
 - 4) Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**) *see **IFB section 4.30**
 - 5) Completed Mercury Affidavit (**Attachment K**) *see **IFB section 4.34**

- 6) Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) *see **IFB section 4.27**
- 7) Completed Location of the Performance of Services Disclosure (**Attachment L**) *see **IFB section 4.35**.

5.4.6 **References.** At least three (3) references are requested from customers who are capable of documenting the Bidder's ability to provide the goods and services specified in this IFB. References used to meet any Minimum Qualifications (see **IFB Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

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

5.4.7 **List of Current or Prior State Contracts.** Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

- 1) The State contracting entity
- 2) A brief description of the goods and services provided
- 3) The dollar value of the contract
- 4) The term of the contract
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

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

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

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

- 1) Dun & Bradstreet Rating
- 2) Standard and Poor's Rating
- 3) Lines of credit

- 4) Evidence of a successful financial track record; and
 - 5) Evidence of adequate working capital.
- 5.4.9 **Certificate of Insurance.** The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Bid submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.
- 5.4.10 **Subcontractors.** The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this IFB.
- 5.4.11 **Legal Action Summary.** This summary shall include:
- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action
 - 2) A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years
 - 3) A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
 - 4) In instances where litigation is ongoing and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

5.5 Delivery

- 5.5.1 Bids shall only be accepted via the State's internet based electronic procurement system, eMMA. Bidders may not email, mail or hand-deliver Bids.
- 5.5.2 Bidders shall provide their Bids in one envelope through eMMA following the [Quick Reference Guides](#) (QRG) labelled "4 - eMMA QRG Responding to Solicitations (IFB)" for single envelope submissions.

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit one (1) electronic copy of each of the following documents:

- A. Signed contract (Attachment M),
- B. Completed Contract Affidavit (Attachment N),
- C. Completed MBE Attachments D-2 and D-3A and B, within ten (10) Business days, if applicable; see IFB Section 4.26,
- D. MBE waiver justification within ten (10) Business days (see MBE Waiver Guidance and forms in Attachments D-1B and D-1C), if a waiver has been requested (if applicable; see IFB Section 4.26),
- E. Completed VSBE Attachment E-2, if applicable see IFB Section 4.27,

- F. Signed Non-Disclosure Agreement (Attachment I), if applicable; see IFB Section 4.31,
- G. Signed HIPAA Business Associate Agreement (Attachment J), if applicable; see IFB **Section 4.32**
- H. Completed DHR Hiring Agreement, Attachment O, if applicable see IFB Section 4.36, and
- I. Copy of a current certificate of insurance with the prescribed limits set forth in IFB Section 3.1 “Insurance Requirements,” listing the State as an Additional Insured, if applicable; see IFB Section 3.1.

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6 Bid Evaluation and Award

6.1 Bid Evaluation Criteria

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.02.13. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the **Attachment B** - Bid Form.

6.2 Reciprocal Preference

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

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

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

6.3 Award Determination

- A. Award will be made to the responsible Bidder who submits to the State the responsive Bid that has the lowest Total Bid Price for each region.
- B. The State reserves the right to make the award by item, or groups of items, or Total Bid Price if it is in the best interest of the State to do so unless the Bidder specifies in its bid that a partial or progressive award is not acceptable.

6.4 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – IFB Attachments and Appendices**.

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7 IFB ATTACHMENTS AND APPENDICES

Instructions Page

A Bid submitted by the Bidder must be accompanied by the completed forms and/or affidavits identified as “with Bid” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this IFB, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Bid:

1. For e-mail submissions, submit one (1) copy of each with signatures.

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: IFB ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Bid	A	Pre-Bid Conference Response Form
Y	With Bid	B	Bid Instructions and Form
Y	With Bid	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
N	With Bid	D	MBE Forms D-1A (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) IMPORTANT: If this IFB contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is an MBE goal.
N	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.

Applies?	When to Submit	Label	Attachment Name
N	As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
N	With Bid	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) IMPORTANT: If this IFB contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.
N	5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
N	With Bid	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
N	With Bid	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With Bid	H	Conflict of Interest Affidavit and Disclosure (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
Y	5 Business Days after recommended award – However, suggested with Bid	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
Y	5 Business Days after recommended award – However, suggested with Bid	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)

Applies?	When to Submit	Label	Attachment Name
N	With Bid	K	Mercury Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf)
N	With Bid	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this IFB)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
N	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this IFB)
Y	With Bid	2	Bidder Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder OfferorInformationSheet.pdf)
N	Before Bid, as directed in the IFB.	3	Non-Disclosure Agreement (Bidder) (see link at http://dbm.maryland.gov/Documents/Appendix%203%20-%20Non-Disclosure%20Agreement%20(Offeror)%20(1).dot)
Y	With Bid Form	4	Facility Bid Declaration
Additional Submissions			
Applies?	When to Submit	Label	Document Name

Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy
N	With Bid Offer	Attachment P	Corporate Diversity Addendum

Attachment A. Pre-Bid Conference Response Form

Solicitation Number OCMP-23-20834
Laboratory Services at MDH Healthcare Facilities

A Pre-Bid conference will not be held.

Tearson Buckner
Contract Officer
Office of Contracts Management and Procurement
E-mail: Tearsa.Buckner@maryland.gov

or

Edwina Trader
Procurement Coordinator
Edwina.trader3@maryland.gov

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Check the IFB for limits to the number of attendees allowed):
1.
2.
3.
_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 4.1“Pre-Bid conference”):

Bidder: _____
Bidder Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Directions to the Pre-Bid Conference

<<preBidDirections>>

Attachment B. Bid Instructions & Form

B-1 Bid Instructions

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

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

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

B-1 Bid Form

The Bid Form shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

See separate Excel Bid Form labeled xxxxx.xls.

Submitted by:

Signature of Authorized Representative	Date
Printed Name and Title:	
Telephone:	
Email address:	
Bidder Company Name:	
Bidder Company Address:	
Location(s) from which goods/services will be provided/performed (City/State):	
FEIN:	
eMMA #:	

Attachment C. Bid/Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

This solicitation does not require a Living Wage Affidavit of Agreement.

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

Attachment J. HIPAA Business Associate Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure

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

Attachment M. Contract

MARYLAND DEPARTMENT OF HEALTH (MDH)

“Laboratory Services at MDH Healthcare Facilities ”

OCMP-24-22034

THIS CONTRACT (the “Contract”) is made this ___ day of _____, 20__ by and between _____ (the “Contractor”) [and Parental Guarantor, if applicable] and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH (MDH or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Bid” means the Contractor’s Bid.
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.4 “IFB” means the Invitation for Bids for Laboratory Services at MDH Healthcare Facilities, Solicitation # OCMP-24-22034, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.5 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.6 “State” means the State of Maryland.
- 1.7 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.8 Capitalized terms not defined herein shall be ascribed the meaning given to them in the IFB.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB

Exhibit B – The Contract Affidavit, executed by the Contractor

Exhibit C – The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable

adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for two (2) successive one 1-year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Bid. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total payment under an indefinite quantity (IDIQ) fixed price Contract shall be the firm fixed price submitted by the Contractor in its Bid.

Total payments to the Contractor pursuant to this Contract for may not exceed (the "NTE Amount"), which includes \$_____ for the Initial Term and _____ for the Renewal Term(s).

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by IFB section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities,

judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor

Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..

- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **IFB Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in IFB Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **IFB Section 3.7**.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by

the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure

the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or

suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:

http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Bid.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits,

and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors are agents of Contractor and Contractor is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation

conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
- (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.

- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.

Verification shall include a review of:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
- i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

33. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

34. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be

entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

35. Miscellaneous

- 35.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 35.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 35.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 35.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

36. Contract Monitor and Procurement Officer

- 36.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 36.2 The Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

37. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Edwina Trader
MDH Healthcare System
201 W. Preston St., SS9
Baltimore, MD 21201
667-224-0755
E-Mail: edwina.trader3@maryland.gov

With a copy to:

Calvin Johnson
Maryland Department of Health (MDH)
201 W. Preston Street
Baltimore, MD 21201
Phone Number: 410-767-8216
E-Mail: mdh.solicitationquestions@maryland.gov

If to the Contractor:

(Contractor's Name)
(Contractor's primary address)
Attn: _____
Attn: _____

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: _____
Attn: _____

38. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

- 38.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and
 - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 38.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Bidder shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the Department.
- 38.3 "Protected Health Information" as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, 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 employer.

39. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

40. Maryland's Green Purchasing Reporting Requirements

The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract. This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this price agreement per the contract specifications.

This information will enable Maryland State agencies to comply with Article §14-405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services.

To facilitate consistent reporting on targeted contracts, the Contractor will be provided with a VENDOR GREEN SALES REPORT template by the Maryland Department of General Services.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor: <<ContractorName>>	State of Maryland MARYLAND DEPARTMENT OF HEALTH (MDH)
By: <<Contractor Signer>>	By: <<agencyContractSigner>>, <<agencyContractSignerTitle>>
Date:	Date:
Witness/Attest:	Witness/Attest:
PARENT COMPANY (GUARANTOR) (if applicable)	
By:	
Date:	
Witness/Attest:	

Approved for form and legal sufficiency this ____ day of _____, 20__. _____ Assistant Attorney General

[[If this solicitation requires BPW approval keep the text below, otherwise delete it.]]
APPROVED BY BPW: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> (Date) (BPW Item #) </div>

Attachment N. Contract Affidavit

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Attachment P. Corporate Diversity Addendum

CORPORATE DIVERSITY ADDENDUM

Effective August 18, 2022

Instructions: Pursuant to § 11-101 of the Tax-Property Article, certain entities must provide a Corporate Diversity Addendum, which contains certain diversity data specified by Code of Maryland Regulation (“COMAR”) 24.01.07. To determine whether you must provide the Corporate Diversity Addendum, please complete Worksheet A.

Failure to complete the Addendum or failure to meet the criteria therein may prohibit you from receiving certain State benefits. For more information, refer to COMAR 24.01.07.

Please be aware, the information you include in the Corporate Diversity Addendum may be shared with other Maryland State agencies.

Worksheet A

1. Are you an entity that is required to be in good standing with the State Department of Assessments and Taxation (“SDAT”), and meets the following definition:

(1) A commercial enterprise or business that is formed in the State or registered with SDAT to do business in the State; or (2) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity?

Yes – Proceed to Question 2

No – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

2. Check the appropriate box if you are any of the following types of entities:

Sole Proprietor

Limited liability company (LLC) owned by a single member

Privately held company if at least 75% of the company’s shareholders are family members

Entity that (1) has an annual operating budget or annual sales less than \$5,000,000; and (2) has not qualified for or applied for, and does not intend to apply for, a State benefit, as defined below

Did you check at least one box?

Yes – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

No – Proceed to the Corporate Diversity Addendum on Page 3.

“State benefit” means (1) a State capital grant funding totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); (2) State tax credits totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); or (3) the receipt of a State contract with a total value of \$1.0 million or more. “State contract” means a contract that (a) resulted from a competitive procurement process and (b) is not federally funded in any way.

AFFIDAVIT (I)

UNDER PENALTIES OF PERJURY, I hereby swear that the entity submitting this report is not required to submit the Corporate Diversity Addendum.

Entity/Business Name: _____

Federal Employer Identification Number (FEIN): _____

SDAT Identification Number: _____

Name of Entity's representative completing this Affidavit (print clearly):

Title: _____

Signature: _____

Date: _____

CORPORATE DIVERSITY ADDENDUM

Instructions: If you are required to provide the Corporate Diversity Addendum, completing Affidavit (II) on Page 4 is mandatory. A response to both items is required. Failure to provide a complete response to either of the two items may render the entity ineligible for certain state benefits. For more information, refer to COMAR 24.01.07.

I. A response to Item I is required. However, the content of your response has no bearing on eligibility for State benefits. Select below the underrepresented communities which are represented on this entity's board or in executive leadership. Select all that apply.

- Alaska Native
- Asian-Pacific Islander
- Black or African-American
- Hispanic or Latino
- Native American
- Native Hawaiian
- One or more of the racial or ethnic groups listed above
- None of the above

II. Check the box next to the following Corporate Diversity indicators that pertain to this entity. *Note that references to underrepresented communities refers to communities listed in Item I above. The examples provided are intended to be representative, not exclusive.* Select all that apply.

1. Entity maintains written workforce diversity, equity, and inclusion (“DEI”) policies.
2. Entity offers DEI training to its workforce.
3. Entity assigns a senior-level employee as responsible for oversight and direction of the entity’s DEI efforts.
4. Entity reports performance of its workforce DEI programs on its website.
5. Entity includes DEI objectives in performance plans of its managers.
6. Entity publishes information on its website about its DEI commitments and efforts.
7. Entity provides career advancement training/opportunities for employees, including members of underrepresented communities.
8. Entity collaborates with educational institutions, or is an educational institution, serving significant or predominant student populations or affinity groups from underrepresented communities (e.g., career fairs, scholarships, internships, apprenticeships).
9. Entity has a supplier diversity policy that provides business opportunities to diverse suppliers, including businesses owned by members of underrepresented communities, such as State-certified Minority Business Enterprises (“MBEs”).
10. Entity publicizes its procurement opportunities to encourage participation from businesses owned by members of underrepresented communities.
11. Entity measures percentage of contract dollars awarded to businesses owned by members of underrepresented communities, including MBEs.
12. Entity provides support and outreach to underrepresented communities and/or organizations that represent underrepresented communities.

Only entities that meet at least 33% (4) of the Corporate Diversity Indicators above, by checking all the applicable boxes, qualify to receive a State benefit.

AFFIDAVIT (II)

UNDER PENALTIES OF PERJURY, I declare that I have examined this Corporate Diversity Addendum, and to the best of my knowledge and belief, it is true, correct, and complete.

Entity/Business Name: _____

Federal Employer Identification Number (FEIN): _____

SDAT Identification Number: _____

Name of Entity's representative completing this Affidavit (print clearly):

Title: _____

Signature _____ Date _____

Penalties for Submitting False Information. If information provided by the entity in this form or by other means is materially false, the entity and the individual providing the false information may be subject to criminal prosecution for perjury, procurement fraud, and other crimes and may be subject to debarment, and all State benefits or contracts to the entity made in reliance upon the inaccurate form or other information may be void or subject to termination for default. See COMAR 24.01.07.

Attachment Q. MDH Healthcare System Facilities

Adult Psychiatric Facilities

<p style="text-align: center;"><u>EASTERN SHORE HOSPITAL CENTER</u> (Cambridge)</p>
<p>Olga Rossello, <i>Chief Executive Officer</i> (410) 221-2525; 1-888-216-8110 (toll free); fax: (410) 221-2558 e-mail: olga.rossello@maryland.gov web: https://health.maryland.gov/eshc/Pages/Home.aspx</p>
<p style="text-align: center;"><u>THOMAS B. FINAN HOSPITAL CENTER</u> (Cumberland)</p>
<p>Lesla A. Diehl, <i>Chief Executive Officer</i> (301) 777-2240 e-mail: lesa.diehl1@maryland.gov web: www.tbfinancenter.com/page/home</p>
<p style="text-align: center;"><u>CLIFTON T. PERKINS HOSPITAL CENTER</u> (Jessup)</p>
<p>Scott Moran, <i>Acting Chief Executive Officer</i> (410) 724-3003; fax: (410) 724-3009 e-mail: scott.moran@maryland.gov web: https://health.maryland.gov/perkins/Pages/home.aspx</p>
<p style="text-align: center;"><u>SPRING GROVE HOSPITAL CENTER</u> (Catonsville)</p>
<p>Marie Rose Alam, <i>Chief Executive Officer</i> (410) 402-7455 e-mail: marierose.alam@maryland.gov web: https://health.maryland.gov/springgrove/Pages/home.aspx</p>
<p style="text-align: center;"><u>SPRINGFIELD HOSPITAL CENTER</u> (Sykesville)</p>
<p>Jordan Butler, <i>Chief Executive Officer</i> (410) 970-7000 e-mail: jordan.butler2@maryland.gov web: https://health.maryland.gov/springfield/Pages/home.aspx</p>

Developmental Disabilities Facilities

<p style="text-align: center;"><u>POTOMAC CENTER</u> (Hagerstown)</p>
<p>Holly C. Young, O.T.D., <i>Chief Executive Officer</i> (240) 313-3500 e-mail: holly.young@maryland.gov</p>
<p style="text-align: center;"><u>HOLLY CENTER</u> (Salisbury)</p>
<p>Tuesday Trott, <i>Acting Chief Executive Officer</i> (410) 572-6201 e-mail: tuesday.trott@maryland.gov</p>

Long Term Care/Chronic Care Facilities

<p>Mary Beth Waide, R.N., J.D., <i>Chief Executive Officer</i> (410) 543-4010 e-mail: marybeth.waide@maryland.gov web: https://health.maryland.gov/deershead/pages/Home.aspx</p>

WESTERN MARYLAND CENTER (Hagerstown)

Holly Young, *Acting Chief Executive Officer* (301) 745-4200, ext. 4140; fax: (301) 791-4435
e-mail: holly.young@maryland.gov
web: www.wmhc.us/

Residential Treatment Centers for Children and Adolescents

**REGIONAL INSTITUTE FOR CHILDREN & ADOLESCENTS (RICA) -
BALTIMORE**

Tracey L. Heslop, *Chief Executive Officer* (410) 368-7800
e-mail: tracey.heslop@maryland.gov
web: <https://health.maryland.gov/rica-balti/Pages/home.aspx>

**JOHN L. GILDNER REGIONAL INSTITUTE FOR CHILDREN & ADOLESCENTS
(RICA) - ROCKVILLE**

Kenneth L. Basler, *Chief Executive Officer* (301) 251-6820
e-mail: kenneth.basler@maryland.gov
web: <https://health.maryland.gov/jlgrica/Pages/home.aspx>

Appendix 1. – Abbreviations and Definitions

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

- A. **Bid** – The Bidder’s Bid.
- B. **Bid Price Form or Bid Form** - The Attachment B Bid Form.
- C. **Bidder** – An entity that submits a Bid in response to this IFB.
- D. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. **CLIA-88** – Clinical Laboratory Improvement Act of 1988.
- F. **COMAR** – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- G. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment M**.
- H. **Contract Monitor** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- I. **Contractor** – The selected Bidder that is awarded a Contract by the State.
- J. **Contractor’s Account Representative** – An employee or agent of the Contractor who is authorized by the Contractor to make representations and commitments on behalf of the Contractor and to receive and act upon or implement communications from the Department’s Contract Monitor and/or Facility Contract Administrators.
- K. **Contractor Personnel** – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this IFB.
- L. **Critical/Panic Values** – Laboratory results which indicate a condition likely to require prompt clinical intervention. It is the responsibility of the Contractor to communicate these results in accordance with **Section 2.3.6 b** to the medical or other appropriate personnel of the requesting Facility.
- M. **Data Breach** – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- N. **Electronic Health Records (EHR)** – EHR is an electronic version of a patient's medical history, that is maintained by the provider over time, and may include all of the key administrative clinical data relevant to that persons care under a particular provider, including demographics, progress notes, problems, medications, vital signs, past medical history, immunizations, laboratory data and radiology reports
- O. **eMMA** – eMaryland Marketplace Advantage (see IFB **Section 4.2**).

- P. **Facility Contract Administrator** – The MDH individual Facility representative for this Contract who, in conjunction with the Contract Monitor, is primarily responsible for the Contract administration functions between the individual Facility and the Contractor.
- Q. **Facility/Facilities** – Has the same meaning as Maryland Department of Health Facilities in item Y below.
- R. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation.
- S. **Invitation for Bids (IFB)** – This Invitation for Bids issued by the Maryland Department of Health (MDH), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- T. **Key Personnel** – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See IFB Sections 3.10.
- U. **Laboratory Test** – A test (such as blood test or urinalysis procedure) performed by a medical laboratory on a specimen taken from a patient. Each reported component of a laboratory test is considered to be a separate test.
- V. **Laboratory Test Schedule** – A complete list of all laboratory tests that can be performed by a Bidder. (1) For any test that is not contained on the Bid Form, the Bidder shall provide its standard commercial price to perform the test and its normal time frame for the completion of the test and reporting of results. (2) For the Bidder that is selected for award and becomes the Contractor, its submitted Laboratory Test Schedule will be used to establish Tier Two and Three Tests as defined below in item(s) MM thru OO and as described in Section 2.3.18.
- W. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- X. **Maryland Department of Health (MDH), or the Department.**
- Y. **Maryland Department Health Healthcare Systems (MDH) Facilities** – The eleven (11) Facilities operated by MDH Healthcare System included in this procurement, comprised of: seven (7) Facilities in which MDH Facilities supports the Behavioral Health Administration – Spring Grove Hospital Center, Clifton T. Perkins Hospital Center, Springfield Hospital Center, Thomas B. Finan Center, Eastern Shore Hospital Center, JLG RICA – Rockville and RICA – Baltimore; MDH Facilities also provides and oversight and support for two (2) Developmental Disabilities Administration Facilities, the Potomac Center and Holly Center; and one (2) Public Health Facility, Deer’s Head Hospital Center and the Western Maryland Hospital Center. A listing of the eleven (11) MDH Facilities, including addresses and telephone numbers, is provided in Attachment Q.
- Z. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- AA. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- BB. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

- CC. **NTP Date** – The date specified in an NTP for work on Contract, project, Task Order or Work Order to begin.
- DD. **Personally Identifiable Information (PII)** – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- EE. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**) and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- FF. **Protected Health Information (PHI)** – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- GG. **Routine Test** – A laboratory test done on a clinical specimen(s) in order to obtain information about the health of a patient as pertaining to the diagnosis, treatment, and prevention of a disease or disorder.
- HH. **Security Incident** – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- II. **Security or Security Measures** – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- JJ. **Sensitive Data** - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- KK. **State** – The State of Maryland.
- LL. **STAT Testing** – A laboratory test conducted when a patient’s condition is determined by a physician or approved medical personnel to warrant lab value results within a four (4) hour time period from time of notification of need for the test.
- MM. **Test Pricing Tiers** – Three tiers or categories of laboratory tests established on the basis of how test prices are determined.
- NN. **Tier One Test** – All laboratory tests contained in Attachment B Bid Form for which individual firm fixed prices have been requested.
- OO. **Tier Two Test** – Any laboratory test that the Contractor can perform for which firm fixed prices have not been requested on Attachment B and which are not designated as a Tier Three Test. As described in **Section 2.3.18**, Tier Two Tests will be paid at 65% of the Contractor’s list price.

- PP. **Tier Three Test** – A maximum of ten (10) rarely (not typically ordered in the course of standard clinical care) requested laboratory tests that would otherwise be a Tier Two Test except that due to the rareness of requests or other circumstances there is not a published price for the test or the volatility of such pricing practically precludes locking the price at the 65% of list price level mandated for a Tier Two Test.
- QQ. **Total Bid Price** - The Bidder's bid price or evaluated bid price for goods and services in response to this solicitation, included in **Attachment B** – Bid Form.
- RR. **Veteran-owned Small Business Enterprise (VSBE)** – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. Bidder Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

Appendix 3. – Facility Bid Declaration

**FACILITY BID DECLARATION PAGE
 LABORATORY SERVICES
 FOR MDH HEALTHCARE SYSTEM FACILITIES
 IFB NUMBER OCMP-24-22034**

Complete this document with a “✓” for each line.

All Lines Must Have Checkmark.

REGION	FACILITY	BID	NO BID
REGION 1	THOMAS B. FINAN		
REGION 2	POTOMAC CENTER		
	WESTERN MARYLAND HOSPITAL CENTER		
REGION 3	CLIFTON T. PERKINS HOSPITAL CENTER		
	SPRING GROVE HOSPITAL CENTER		
	SPRINGFIELD HOSPITAL CENTER		
	REGIONAL INSTITUTE FOR CHILDREN AND ADOLESCENTS (RICA) BALTIMORE		
REGION 4	HOLLY CENTER		
	DEER’S HEAD HOSPITAL CENTER		
	EASTERN SHORE HOSPITAL CENTER		
REGION 5	JOHN L. GILDNER REGIONAL INSTITUTE FOR CHILDREN AND ADOLESCENTS (RICA) – ROCKVILLE		

Authorized Signature: _____

Date: _____