



**STATE OF MARYLAND  
MD DEPARTMENT OF HEALTH-STATE ANATOMY BOARD  
(MDH-SAB)**

**INVITATION FOR BIDS (IFB)**

**TRANSPORTATION OF BODIES-STATEWIDE**

**IFB NUMBER #23-00016**

**ISSUE DATE: MAY 08, 2022**

**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: TRANSPORTATION OF BODIES-STATEWIDE**  
**Solicitation No: 22-00016**

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**  
**MD DEPARTMENT OF HEALTH-STATE ANATOMY BOARD**  
**(MDH-SAB)**

**KEY INFORMATION SUMMARY SHEET**

<b>Invitation for Bids</b>	Service TRANSPORTATION OF BODIES-STATEWIDE
<b>Solicitation Number:</b>	OCMP #23-00016
<b>IFB Issue Date:</b>	May 08, 2022
<b>IFB Issuing Office:</b>	MD DEPARTMENT OF HEALTH (MDH)-STATE ANATOMY BOARD (MDH-SAB)
<b>Procurement Officer:</b>	Jim Beauchamp Director Office of Contract Management and Procurement 201 W. Preston Street Baltimore, MD 21201
<b>e-mail:</b>	Jim.Beauchamp@maryland.gov
<b>Office Phone:</b>	410-767-0974
<b>Bids are to be sent to:</b>	<i>eMaryland Marketplace Advantage (eMMA) e-Procurement system</i>
<b>Pre-Bid Conference:</b>	June 08, 2022, 1:00-2:00 p.m. Via phone conference 1-424-371-6758 Pin 556 096 950# See <b>Attachment A</b> for directions and instructions.
<b>Questions Due Date and Time</b>	June 21, 2022, 2:00 p.m. Local Time
<b>Bid Due (Closing) Date and Time:</b>	June 28, 2022, 2:00 p.m. Local Time Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>page iv</b> ).
<b>Public Bid Opening Date, Time and Location</b>	June 28, 2022, 3:00 p.m. Local Time Via phone 1-260-226-8973 Pin 874 987 761#
<b>MBE Subcontracting Goal:</b>	0% - with no subgoals.
<b>VSBE Subcontracting Goal:</b>	0%
<b>Contract Type:</b>	Indefinite quantity with fixed unit prices.
<b>Contract Duration:</b>	Five (5) year base period with transition to Statewide after first year.
<b>Primary Place of Performance:</b>	655 West Baltimore Street BRB building, Room B-026 Baltimore, MD 21201

<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	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 The Bidder will be licensed as a Maryland Mortician or Funeral Establishment or registered as a Mortuary Transport Service with the Maryland Board of Morticians & Funeral Directors (BOMFD).

Required Documentation: As proof of meeting this requirement, the Bidder will provide with its Bid, a copy of either its current license as a Mortician or Funeral Establishment or permit as a Mortuary Transport Service, issued by the Maryland BOMFD.

- 1.1.2 The Bidder will not have had a license or registration issued by the Maryland BOMFD suspended or revoked in the past ten (10) years.

Required Documentation: As proof of meeting this requirement, the Bidder will provide with its Bid, a signed letter by the Bidder confirming that the licenses or permit of the Bidder has not been revoked in the past ten (10) years.

- 1.1.3 The Bidder will not have any negligent or unprofessional conduct complaint filed with the Maryland BOMFD or Maryland State Anatomy Board (SAB) that resulted in disciplinary action.

Required Documentation: As proof of meeting this requirement, the Bidder will provide with its Bid, a signed letter by the Bidder confirming that no actionable complaints were bestowed.

- 1.1.4 The Bidder will be actively engaged in the business of providing removal and transportation of decedent bodies for at least three (3) years in the proceeding five (5) years and have transported at least three hundred (**300**) bodies during three of the last five years.

Required Documentation: As proof of meeting this requirement, the Bidder will provide with its Bid, one or more references from the past five (5) years able to attest to the Bidder's experience in providing transportation for a combined minimum total of three hundred (**300**) bodies during three (3) of the last five (5) years.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



## 2 Contractor Requirements: Scope of Work

### 2.1 Summary Statement

2.1.1 The MDH-STATE ANATOMY BOARD (SAB) 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 the SAB: This solicitation is being issued to obtain the transportation of deceased adult donated, adult unclaimed, and infant bodies from hospitals, nursing homes, residences and OCME, 24 hours per day, 7 days per week, to include all areas of Maryland, after transition period [See IFB Section 2.4.1 - *Transition Timetable to Statewide* for specifications]. Transports will be to the SAB's facility, currently located at 655 W. Baltimore Street, Baltimore, MD 21201. At the direction of the SAB, alternative SAB facility sites may be required to accommodate unusual circumstances affecting the current SAB site [See IFB Section 2.5.4- *SAB Facility Special Circumstances* for specifications].

This IFB will require the daily transport of human bodies and specimen for cremation from the designated SAB facility to contracted crematories designated by the SAB. The contracted crematories will be located within a forty (40) mile radius from the current SAB facility. Multiple daily cremation transports to multiple Contracted Crematories may be utilized [See IFB Section 2.5.3 – *Cremation Transfers* for specifications].

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(s) and the SAB. The anticipated duration of services to be provided under this Contract shall be five (5) years with Year 1 being a transition year [(See IFB Section 2.4.1 - *Transition Timetable for Statewide Transport* for specification)].

The SAB intends to make up to two (2) awards to the responsible Bidder(s) submitting a responsive Bid with the most favorable bid price or most favorable evaluated bid price for the work under this IFB. A Primary Contractor will be assigned primary transport services. The Secondary Contractor will provide alternative services as needed [See IFB Section 3.9 - *Award Basis* for more specifications].

2.1.3 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(s) (the Contractor(s)) will remain responsible for Contract performance regardless of subcontractor participation in the work.

2.1.4 All quantities listed on the Bid Form [Attachment B-1 *Bid Form*] for transports or mileage are only estimates and based on past and present experience and should be used for bid purposes only. The estimates are not guaranteed minimums or maximums of the amounts of service to be performed.

2.1.5 It is the intention of the SAB to accomplish the transportation and/or disposition of deceased person(s) in a manner that is dignified and acceptable to the general public and the citizens of Maryland.

Reference the Annotated Code of Maryland, Health-General, § 5-406 (b) and § 5-406.1 (a) for additional information on the SAB.

### 2.2 Background and Purpose

The SAB requires two (2) Contractors [See IFB section - 3.9 *Award Basis* for more information on primary and secondary Contractor designations] to provide 24 hour per day, 7 days a week to include all

areas of Maryland after transition period [See IFB Section 2.4.1 – *Transition Timetable for Statewide*]. Removals will only be within the State of Maryland.

Removal rates will be invoiced at a fully loaded mileage rate per body transport from transport pick up location within Maryland to SAB assigned facility. Mileage will be determined by shortest driving distance on Google Maps (<https://www.google.com/maps>) website [See IFB Section- 2.8 - *Invoicing* for additional information]. Actual driving route mileage will not determine invoiced amounts.

## **2.3 State Responsibilities**

- a) The State will provide body pouches to be used exclusively for transports pursuant to this Contract only. The SAB will monitor and provide replacement body pouches for units used for SAB transports.
- b) The State is responsible for providing Bio-Protective suits required for decedents carrying infectious diseases designated by the Center for Disease Control (CDC) as requiring Bio-Protective suits for handling (e.g. Ebola) for bodies designated for transport/removal by the SAB. The State will only provide the needed protected suits for designated removals pursuant to this Contract only.
- c) The State will provide blank forms for Contractor to complete for each decedent transported to SAB facility [See IFB Section 2.5.2 - *Transportation Reporting Requirement* for more information]. SAB blank form may be updated over Contact period. The Contract Monitor will provide written notification and replacement form to Contractor(s) when essential.

## **2.4 Responsibilities and Tasks**

### **2.4.1 Transition Timetable to Statewide Transports**

This Contract will transition from specific Maryland cities and counties [see list below] during Year 1 to statewide [includes all Maryland cities and counties] for Year 2 through Year 5.

- a) The SAB will notify Contractor(s) for removal:

**Year 1 of this Contract will include ONLY the following cities or counties:**

Baltimore City, Counties: Anne Arundel, Baltimore, Calvert, Carroll, Cecil (North of the Chesapeake & Delaware Canal), Charles, Harford, and Howard, Montgomery, Prince George's, and St. Mary's.

**Year 2 through Year 5 will include ALL cities and counties in Maryland.**

### **2.4.2 General Transportation Requirements**

*The Contractor(s) will:*

- a) Upon notification from the SAB, transport deceased adult donors, adult unclaimed, infants, and any other human remains as directed to the assigned SAB facility. The current SAB is located at 655 W. Baltimore Street, Baltimore, MD 21201. An assigned alternative location may be utilized subject due to special circumstances [See IFB Section 2.5.4 - *SAB Facility Special Circumstances* for additional information].
- b) Have knowledge of and comply with all the current laws, rules and regulations governing the transportation, care, and disposition of decedent bodies in the State of Maryland.
- c) Comply with guidelines established by the BOMFD ([www.health.maryland.gov/bom](http://www.health.maryland.gov/bom)) for current regulations and requirements for Licensed Funeral Establishment, and Morticians, or

Mortuary Transport Services. Reference Annotated Code of Maryland, Health-Occupations § 7-101 BS 7-601 – 607.

- d) Provide adequate staff and BOMFD inspected and approved removal vehicle to accommodate any and all request for transports for all locations (e.g. private residences, facilities) including those with obstacles or obese decedents.
- e) Have a minimum of four (4) motor removal vehicles meeting or exceeding the BOMFD vehicle standards ([www.health.maryland.gov/bom](http://www.health.maryland.gov/bom)). Removal vehicles must display the BOMFD sticker on all approved transport vehicles. Additional vehicles will be necessary, at any given time due to increase demand, to adhere to the time requirements in IFB Section 2.5.1 -*Transportation Notification Requirements*.

The Contractor will use only vehicles inspected and registered by the BOM for fulfillment of this contract.

The SAB reserves the right to inspect the Contractor's vehicles at any time.

- f) Supply each removal vehicle with the standard mortuary equipment, supplies and materials (e.g. personal protection supplies, clean pad, sheets, and covers, stretchers and cots, etc.), in clean and properly maintained working order, that provide for the dignified and proper removal and transport of decedents bodies.
- g) Enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPPA and the Maryland Confidentiality of Medical Records Act (MMRA). Reference Annotated Code of Maryland, Health-General § 4-301 et seq.

## 2.5 Contractor Staffing Requirements

### *The Contractor will:*

- a) Provide qualified, trained staff members or subcontractors registered with the BOM as mortuary transporters **BEFORE** performing services under this Contract.
- b) Provide to Contract Monitor or SAB assigned staff a copy of a valid registered transporter permit when requesting SAB site access card and keys.
- c) Provide staff members that have been sufficiently trained to perform competently the required services under and for the duration of this Contract.
- d) Require its staff to use effective respectful interpersonal communication skills while performing required services under and for the duration of this Contract.
- e) Require its staff to wear appropriate professional attire while performing required services under and for the duration of this Contract.
- f) Provide a **mandatory minimum of two (2) staff members** to perform removals and transports for every transport under this Contract.
- e) Provide additional staff members as may be required for obese decedents, and residences or facility with obstacles to ensure safe and professional removal of decedent.
- g) Require all staff and subcontractor(s) performing services, under and for the duration of this Contract, to abide by the requirements specified under this IFB Section 2 - *Contract Requirements: Scope of Work*.
- h) Require all staff and subcontractor(s) to follow security requirements in IFB Section 2.12 - *Security Requirements* while performing required services under and for the duration of this Contract.

- i) Reimburse the SAB for the repair or replacement of any property damaged by the Contractor, staff, or subcontractor(s) while in the performance of their activities on-site at the SAB, a residence, or facility, either directly or through insurance coverage within 72 hours.
- j) Have contingency and disaster plans in place to ensure that the services required under this Contract will be maintained in the event of disruptions to the Contractor(s)/subcontractor(s) operations, however caused [See IFB Section 2.10 - *Disaster Recovery and Data* for more information].

### **2.5.1 Transportation Notification Requirements**

***The Contractor will:***

- a) Receive notification for required body removal and transport services from the SAB office staff during Normal Business Hours.
- b) Receive notification for required body removal and transport services from the SAB contracted answering service outside of Normal Business Hours or other SAB approved circumstances.
- c) Obtain the following information from the notification person for the Body Transport Form:
  - 1) Name and phone number of caller requesting transport;
  - 2) Address and Maryland County of Removal site;
  - 3) Decedent Full Name;
  - 4) Decedent Date of Birth;
  - 5) Decedent Date and Time of Death;
  - 6) Decedent Race;
  - 7) Decedent cause of death;
  - 8) Decedent body condition (e.g. decomp, obese, contagious/infectious disease);
  - 9) Approximate weight;
  - 10) SAB status (donor or unclaimed).
- d) Within fifteen (15) minutes, the Contractor's representative will provide a telephone response to the person requesting the transport and obtain the following information BEFORE dispatching the Contractor's staff:
  - 1) **Non-facility (without refrigeration storage) transport request:**
    - a) The Office of the Chief Medical Examiner has declined jurisdiction of the decedent;
    - b) A medical doctor has been contacted and agreed to submit and sign a death certificate;
    - c) The physical location of the body within the location;
    - d) Any on-site obstacles or restrictions (i.e. stairs, non-working elevators, steep inclines, after hours procedures) that could impede the removal of the decedent.
  - 2) **Hospital and Facilities (with refrigeration storage) transport request:**
    - a) Death certificate has been properly completed and transferred to SAB within the Maryland Department of Vital Records EDSR system;

- b) Location within facility of body (i.e. morgue, floor and room number).
- 3) **ALL TRANSPORT REQUEST:**
- a) Ensure all personal effects have been removed from decedents body and given to next of kin or person in charge at transport location. The transporter is not authorized to take possession or transport with the decedent any personal property at the time of removal while performing required services under and for the duration of this Contract;
  - b) **PROVIDE TO CALLER REQUESTING TRANSPORT AN ESTIMATED TIME OF ARRIVAL.**
  - c) Transport decedent bodies **DIRECTLY** (i.e. no stops) to the SAB facility in a timely and expeditious manner upon notification is received.
- 4) Proceed immediately to the removal site, upon confirmed transport request is available for removal.
- 5) **Removal from transport sites without refrigeration will be required to be completed within a minimum of four (4) hours of notification and will be received at the SAB facility within eight (8) hours of notification.**
- Removals from transport sites with refrigeration will be required to be completed within a minimum of eight (8) hours of notification and will be received at the SAB facility within twelve (12) hours of notification.**
- The Contact Monitors or SAB on-call staff will be contacted within 15 minutes of notification for any inability to complete the transport within the above designated time requirements.**
- Failure to notify and receive approval by the Contract Monitor will result in a late fee penalty [See IFB Section 2.13 – *Penalties* for more information].
- A Problem Escalation Procedure incident report will be required and approved by the Contract Monitor [See IFB Section 2.14 – *Problem Escalation Procedure* for more information].
- 6) On arrival at removal location, the transporter will put on personal protection equipment and:
    - a) check in with person in charge at scene;
    - b) provide identification if requested;
    - c) verify decedent identity and match with paperwork;
    - d) inspect body for personal effects, remove any, and give to person in charge at scene;
    - e) obtain signature of person in charge of releasing body;
    - f) respectfully and professionally tag the decedent and place in SAB body pouch;
    - g) transfer body to clean stretcher and transport to vehicle.
  - e) Contact the Contract Monitor or designated on-call SAB staff member (24/7) for immediate solution of emergent issues that arise on-site of transport request.

- f) The SAB may require changes to the above procedures during this Contract period. The Contract Monitor will provide written notification on new procedures to Contractor(s) when essential.

### 2.5.2 Transportation Reporting Requirements

*The Contractor will:*

- a) **Upon arrival** at SAB facility with **each** body (adult or infant):
- 1) Enter required information in the Body Data Sign In computer system within the SAB facility. Each transporter will provide the transport county of origin and the Contractor(s) assigned password.  
  
If the computer system is not functioning, the transporter is required to make a notation on bottom of *Body Transport Record* (See Appendix 3) before submission of paperwork.
  - 2) Print label from computer system and adhere to body pouch.  
  
If the computer printer is not functioning, the transporter is required to Legibly write the first and last name of decedent on body pouch with waterproof marker (Contractor provided).
  - 3) Time stamp the Body Transport Record and place completed paperwork in the designated location per SAB.
  - 4) Place body in designated cool box or freezer as required by body condition. Bodies must be placed FACE UP ONLY and only two (2) bodies per table.
  - 5) Lock all doors on exit from facility if after Normal Business Hours.
  - 6) Contact the Contract Monitor or designated on-call SAB staff member for immediate solution of emergent issues that arise on-site at SAB facility.
  - 7) A penalty may be imposed on all removals not properly completed and without properly completed paperwork (See IFB Section 2.11 – *Penalty Fees* for additional information).
  - 8) The SAB may require changes to the above procedures during this Contract period. The Contract Monitor will provide written notification on new procedures to Contractor(s) when essential.

### 2.5.3 Cremation Transfers

*The Contractor will:*

- a) Provide a minimum of two (2) transporters and appropriate transport vehicle to pick up cremation cases from the SAB facility on a DAILY basis for transport to SAB contracted crematories within a forty (40) mile radius. Designated times will be assigned by the SAB staff. Cremation transfer will be completed within four (4) hours of notification by SAB Staff. Multiple daily crematory transports may be required.
- b) The SAB staff will provide required paperwork for cremation cases requiring transport only. The transporters will locate cremation cases and verify names and AB numbers for designated transport. The SAB staff will NOT assist with loading of cremation cases.
- c) Once at the crematory location, the transporter will unload cremation cases as directed by crematory staff. The crematory staff will NOT assist with the unloading of cremation cases. The transporter will provide the crematory with paperwork and the crematory staff will verify each cremation case.

- d) Pick up by the 5<sup>th</sup> of each month from each crematory, the accumulated month of individual cremation containers. The crematory will provide the necessary paperwork for the return of the cremains. The containers and paperwork will be delivered to the SAB facility and unloaded as directed by SAB staff. SAB staff will NOT assist with the unloading of cremated remain containers. Cremains transfer must be completed within 4 hours of pick up from crematory(s).
- e) Cremation cases transferred to the crematory will be invoiced on a per cremation case basis. NO fee will be invoiced for monthly cremains transfers.
- f) The SAB may require changes to the above procedures during this Contract period. The Contract Monitor will provide written notification on new procedures to Contractor(s) when essential.

#### **2.5.4 SAB Facility Special Circumstances**

- 1) It is possible over the duration of this Contract that the offices or facility of the SAB may move or require alternative location(s). It is also possible that due to fire, structural or mechanical failure, quarantine, or other contingencies that the existing SAB site may be unusable for some period of time during the Contract term. Moreover, in circumstances of mass casualties, it may be necessary to establish one or more additional sites to which removals will be transported.
- 2) If alternative location(s) are required over the duration of this Contract, the Contract Monitor will provide written notification to the Contractor(s).
- 3) In any of these circumstances the same fixed rates quoted on the Contractor's Bid Form will still apply, but the location from which the stated distances are measured will either remain at 655 West Baltimore St. in Baltimore or be changed to the alternative location, whichever scenario results in payment to the Contractor at least equal to what it would have received for a transport to or from 655 West Baltimore Street in Baltimore.

## **2.6 Contractor Requirements: General**

### **2.6.1 Contract Initiation Requirements**

- A. Contractor will schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the Contractor will furnish:
  - 1) A list of all monitored telephone numbers, including cellular phones, of Contractor;
  - 2) A monitored email address for the Contractor;
  - 3) A list of all staff and subcontractors to be used to perform under this Contract. The Contractor will submit a Contractor Staff Request/Removal Form for each staff requiring access and keys;
  - 4) A copy of all transporters permits issued by the BOMFD;
  - 5) A preferred notification procedure to be approved by Contract Monitor that is compliant with the performance and notification standards of this contract [See IFB Section 2.5.1 - *Transportation Notification Requirements* for more information].
- B. Contractor will submit to Contact Monitor or SAB staff member a *Contractor Staff Request/Removal Form* [See Appendix 4] for all staff requiring on-site access and keys. A copy of the transporter permit issued by the BOMFD is required with form submittal.

Once approved by Contract Monitor, a SAB staff member will enter data into on-site security system and received on-site approval. Once approved, the transporter will be notified and will be

responsible for downloading a head shot picture at the on-site website (currently located at <https://www.umaryland.edu/onecard/>). Transporter will then be responsible for picking up access cards from:

One Card Office  
SMC Campus Center  
621 W. Lombard St.  
Room 004, Lower Level  
Baltimore, MD 21201

The Contractor will then notify SAB staff that access card has been obtained and the access will be granted. Keys will then be issued to transporter requiring them to perform services under this Contract.

Contractor staff will only use access badges and keys to assign staff member. No sharing of badges or keys will be permitted.

The SAB may require changes to the above procedures during this Contract period. The Contract Monitor will provide written notification on new procedures to Contractor(s) when essential.

## **2.7 End of Contract Transition**

- 2.7.1 The Contractor will 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 90 days prior to Contract end date, or the termination thereof. Such transition efforts will 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).
- 2.7.2 The Contractor will 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.
- 2.7.3 The Contractor will 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.
- 2.7.4 The Contractor will support end-of-Contract transition efforts with technical and project support to include but not be limited to:
- a) The Contractor will provide a draft Transition-Out Plan 120 Business Days in advance of Contract end date.

The Transition-Out Plan will 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 SAB 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 SAB or a designee;
- 5) Any final training/orientation of SAB 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 SAB 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 will document any risk factors and suggested solutions.

The Contractor will 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.

The Contractor will provide copies of any current daily and weekly back-ups to the SAB 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.

Access to any data or configurations of the furnished product and services will be available after the expiration of the Contract as described in **Section 3.2.5**.

#### **2.7.5 Return and Maintenance of State Data**

- a) Upon termination or the expiration of the Contract Term, the Contractor will: (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 will 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 will include all charges for the 90-day data retention period.
- b) During any period of service suspension, the Contractor will 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 will be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

- d) The Contractor will return all SAB issued access badges, keys, unused body pouches and forms within 10 days of contract final end date.

## **2.8 Invoicing**

### **2.8.1 General**

- a) The Contractor will email the original invoice and signed authorization to invoice to the Contract Monitor and Donor Staff at e-mail address: [Anatomical@som.umaryland.edu](mailto:Anatomical@som.umaryland.edu) by the 10<sup>th</sup> of the month following the month in which services were performed.

All invoices for services will be verified by the Contractor as accurate at the time of submission.

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:

A **cover sheet** containing the following data:

- 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) SAB and address to be listed as service provided for;
- 8) State assigned Contract number;
- 9) State assigned (Blanket) Purchase Order number(s);
- 10) Total amount due for Transport Rate, Mileage Rate and Cremation Transfers
- 11) Total amount due.

An itemized service sheet containing the following data:

- 12) Itemized service sheet for each decedent transfer, separated by Transport Rate and Mileage Rate containing:
  - a) Date of service
  - b) Decedent full name
  - c) Address [street, city and zip]
  - d) Loaded mileage [shortest distance on Google maps (<https://www.google.com/maps>)
  - e) Rate [per loaded mile or minimum transportation fee;
  - f) Extended line amount
- 13) Total Amount due for Transport Rate and Mileage Rate;
- 14) Cremation transfer quantity and rate for month; and
- 15) Any additional documentation required by regulation or the Contract.

Loaded mileage for transports will be rounded to the nearest mile. E.g. a removal 30.4 miles to the SAB facility will be rounded down to 30 miles and 41.5 miles will be rounded up to 42 miles.

The SAB reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the SAB 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 (See IFB Section 2.11 *Penalty Fees* for further information).

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

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

Invoices for final payment will 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 will any invoice be submitted later than 60 calendar days from the Contract termination date.

### **2.8.2 Invoice Submission Schedule**

The Contractor will 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 will be billed in the month following the acceptance of the work by the SAB.
- b) For items of work for which there is annual pricing, see **Attachment B**–Bid Form, those items will be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2**.

Submitted invoices will be verified by the Donor Staff and Business Office staff for accuracy before being signed off by Contract Monitor for payment processing. The Contractor will make adjustments as requested and return a Proper Invoice for payment processing.

### **2.8.3 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.

#### **2.8.4 Travel Reimbursement**

Travel will not be reimbursed under this IFB.

### **2.9 Liquidated Damages**

#### **2.9.1 MBE Liquidated Damages**

Inapplicable because there is no MBE goal for this IFB.

#### **2.9.2 Liquidated Damages other than MBE**

THIS SECTION IS INAPPLICABLE TO THIS IFB.

### **2.10 Disaster Recovery and Data**

The following requirements apply to the Contract:

#### **2.10.1 Redundancy, Data Backup and Disaster Recovery**

- a) Unless specified otherwise in the IFB, Contractor will 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 will 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 will furnish a DR site.
  - 2) The DR site will 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 will test the contingency/DR plans at least annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination will be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test will include backup media restoration and failover/fallback operations at the DR location. The Contractor will send the Contract Monitor a notice of completion following completion of DR testing.
- e) Such contingency and DR plans will be available for the SAB to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

### **2.10.2 Data Export/Import**

- a) The Contractor will, 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 to 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 will be in a secure format per the Security Requirements.

### **2.10.3 Data Ownership and Access**

- a) Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a IFB are the property of the State. The purchasing State agency is considered the custodian of the data and will determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

Public jurisdiction user accounts and public jurisdiction data will 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.

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

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

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

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

## **2.11 Insurance Requirements**

The Contractor will 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:

- 2.11.1 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-SAB 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 will 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 will maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 2.11.2 The State will 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.
- 2.11.3 All insurance policies will 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 will 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 will 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.
- 2.11.4 Any insurance furnished as a condition of the Contract will be issued by a company authorized to do business in the State.
- 2.11.5 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 will provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 2.11.6 The Contractor will require any subcontractors to obtain and maintain comparable levels of coverage and will provide the Contract Monitor with the same documentation as is required of the Contractor.

## **2.12 Security Requirements**

The following requirements are applicable to the Contract:

### **2.12.1 Employee Identification**

- a) Contractor Personnel will 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 will provide additional photo identification.
- b) Contractor Personnel will 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 will remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- d) The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

### **2.12.2 Security Clearance / Criminal Background Check**

A security clearance is required for a transporter permit from BOMFD. The Contractor will be responsible for obtaining a Criminal Background Check under the BOMFD process.

- a) Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- b) A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor will provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

### **2.12.3 On-Site Security Requirement(s)**

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

#### 2.12.4 Information Technology

- (a) Contractors will comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor will comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.
- (b) The Contractor will not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor will 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.

The Contractor will:

- 1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- 2) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- 3) The Contractor, and Contractor Personnel, will (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

#### 2.12.5 Data Protection and Controls

- A. Contractor will 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 will apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices will comply with an accepted industry standard, such as the NIST cybersecurity framework.

#### 2.12.6 Security Plan

- a) The Contractor will protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State, and will supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.

### 2.13 Penalty Fees

- 2.13.1 The Contractor may be subject to reduction of payment for late transport of decedents at a rate of 25% reduction of payment per hour outside of the time requirement of the performance standards [See IFB Section 2.5.1 - *Transportation Notification Requirements*].
- 2.13.2 The Contractor will be responsible for reimbursing all costs the SAB may incur for use of secondary or alternative decedent transport for Contractor refusal or inability to make removal within the time requirement of the performance standards.
- 2.13.3 Penalty fees may be waived by the Contract Monitor due to reasonable externalities which prevent the Contractor from making transportation within the time requirement of the



performance standards (e.g. inclement weather emergencies, building or road closures preventing access to the decedent location, etc.).

## 2.14 Problem Escalation Procedure

- 2.14.1 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.
- 2.14.2 The Contractor will provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.
- 2.14.3 The Contractor will 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 will detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP will 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.
- 2.14.4 Nothing in this section will be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law

## 2.15 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

## 2.16 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor will:

- a) Submit the following reports by the 10th of each month to the Contract Monitor and the SAB's MBE Liaison Officer:
  - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

- 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and the <<MDH-SAB>>'s MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- e) Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

## 2.17 Veteran Small Business Enterprise (VSBE) Reports

If this solicitation includes a VSBE Goal (see **Section 4.27**), the Contractor will:

- a) Submit the following reports by the 10<sup>th</sup> of the month following the reporting period to the Contract Monitor and the MDH-SAB VSBE representative:
  - 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (Attachment E-3) listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- b) Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Monitor and <<MDH-SAB>> VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-4**).
- c) Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

- d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
- e) At the option of the <<MDH-SAB>>, upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

## **2.18 Work Orders**

THIS SECTION IS INAPPLICABLE TO THIS IFB.

## **2.19 Additional Clauses**

### **2.19.1 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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## 3 Procurement Instructions

### 3.1 Pre-Bid Conference

- 3.1.1 A pre-Bid conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 3.1.5 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).
- 3.1.6 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 3.1.7 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 SAB will make a reasonable effort to provide such special accommodation.
- 3.1.8 Seating at the Conference will be limited to two (2) attendees per vendor.

### 3.2 eMaryland Marketplace Advantage (eMMA)

- 3.2.1 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.
- 3.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to [emma.maryland.gov](http://emma.maryland.gov), click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

### 3.3 Questions

- 3.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, will identify in the subject line the Solicitation Number and Title (23-00016 TRANSPORTATION OF BODIES-STATEWIDE), and will be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, will decide whether an answer can be given before the Bid due date.
- 3.3.2 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.

- 3.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the <<MDH-SAB>> unless it issues an amendment in writing.

### **3.4 Procurement Method**

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

### **3.5 Bid Due (Closing) Date and Time**

- 3.5.1 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.
- 3.5.2 Requests for extension of this date or time will not be granted.
- 3.5.3 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.
- 3.5.4 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.
- 3.5.5 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.
- 3.5.6 Bids will be opened publicly at the date and time indicated on the Key Information Summary Sheet.
- 3.5.7 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).

### **3.6 Multiple or Alternate Bids**

Multiple or alternate Bids will not be accepted.

### **3.7 Receipt, Opening and Recording of Bids**

- 3.7.1.1 Upon receipt, each Bid and any timely modification(s) to a Bid will 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.
- 3.7.1.2 Bids will 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 will be read aloud or otherwise made available and recorded at the time of bid opening.

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

- 3.8.1 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.

- 3.8.2 The Bids will be tabulated or a Bid abstract made. The opened Bids will 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 will accompany the Bid and will 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.
- 3.8.3 For requests for information made under the PIA, the Procurement Officer will 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.

### **3.9 Award Basis**

- 3.9.1 A Contract will 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 goods and 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.
- 3.9.2 Award of this 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.
- 3.9.3 The Contractor with the lowest Total Bid Price as specified on its Bid Page, will be the designated *Primary Contractor* for the IFB award. The Primary Contractor will be given the right of first refusal to provide the requested transport service or cremation transfer. Except for extraordinary circumstances, as determined and approved by the Contract Monitor, the Primary Contractor will be expected to provide all transports and cremation transfers during this contract period.
- 3.9.4 Upon notification of transport request, if for any reason the Primary Contractor determines it is unable or unwilling to perform the requested transport and cremation transfers within the timeframe specified in IFB Section 2.3.4 – , the Primary Contractor will so inform he Contract Monitor or designated on-call personal of the SAB within fifteen (15) minutes of notification.

### **3.10 Tie Bids**

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

### **3.11 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.

### 3.12 Revisions to the IFB

- 3.12.1 If the IFB is revised before the due date for Bids, the MDH-SAB will post any addenda to the IFB on eMMA and will 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.
- 3.12.2 Bidders will acknowledge the receipt of all addenda to this IFB issued before the Bid due date.
- 3.12.3 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.

### 3.13 Cancellations

- 3.13.1 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.
- 3.13.2 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).
- 3.13.3 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).

### 3.14 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.

### 3.15 Protest/Disputes

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

### 3.16 Bidder Responsibilities

- 3.16.1 Bidders must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder will be responsible for Contract performance including any subcontractor participation.
- 3.16.2 If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation will 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”).
- 3.16.3 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, will pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid will 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.

- 3.16.4 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.

### **3.17 Acceptance of Terms and Conditions**

By submitting a Bid in response to this IFB, the Bidder, if selected for award, will 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.

### **3.18 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.

### **3.19 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.

### **3.20 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 will not become so in arrears during the term of the Contract if selected for Contract award.

### **3.21 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.



### 3.22 False Statements

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

- 3.22.1 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.
- 3.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 3.22.3 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.

### 3.23 Payments by Electronic Funds Transfer

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

- 3.23.1 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 will register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 3.23.2 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](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

### 3.24 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 will 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>.

### 3.25 Electronic Procurements Authorized

- 3.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the MDH-SAB 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.

3.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized will 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.

**3.25.1** “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.

3.25.2 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:

The Procurement Officer may conduct the procurement using eMMA or e-mail 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 to:

- 8) Submit Bids;
- 9) Ask questions regarding the solicitation;
- 10) 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;
- 11) Submit a "No Bid Notice/Vendor Feedback Form" to the IFB.

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.

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

- A. Submission of initial Bids, except through eMMA;
- B. Filing of bid protests;
- C. Filing of Contract claims;
- D. Submission of documents determined by the <<MDH-SAB>> 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.

3.25.4 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.

### 3.26 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

### 3.27 VSBE Participation Goal

There is no VSBE participation goal for this procurement.

### 3.28 Living Wage Requirements

- a) Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- b) If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- c) Additional information regarding the State's living wage requirement is contained in **Attachment F**. Bidders must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Bids. If the Bidder fails to complete and submit the required documentation, the State may determine the Bidder to not be responsible under State law.
- d) Contractors and subcontractors subject to the Living Wage Law will pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
  - 1) The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article will assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier 1 Contract.

- 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder must identify in its Bid the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
- 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- e) If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- f) The Bidder will identify in the Bid the location from which services will be provided.
- g) **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage. The Contractor will be responsible for any wage/rate increase during the term of the Contract and such increase may not be passed on to the State.

### **3.29 Federal Funding Acknowledgement**

This Contract does not contain federal funds.

#### 3.29.1 Contract.

### **3.30 Conflict of Interest Affidavit and Disclosure**

- 3.30.1 The Bidder will complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Bid.
- 3.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor will be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 3.30.3 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.
- 3.30.4 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 will be classified as “not responsible.”

### **3.31 Non-Disclosure Agreement**

#### **3.31.1 Non-Disclosure Agreement (Bidder)**

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

### **3.31.2 Non-Disclosure Agreement (Contractor)**

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

### **3.32 HIPAA - Business Associate Agreement**

A HIPAA Business Associate Agreement is not required for this procurement.

### **3.33 Nonvisual Access**

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

### **3.34 Mercury and Products That Contain Mercury**

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

The Bidder is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the Bid.

### **3.35 Department of Human Services (DHS) Hiring Agreement**

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 DHS Hiring Agreement. A copy of this Agreement is included as **Attachment O**. This Agreement must be provided within five (5) Business Days of notification of recommended award.

### **3.36 Small Business Reserve (SBR) Procurement**

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

### **3.37 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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## 4 Bid Format

### 4.1 One Part Submission

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

### 4.2 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.

### 4.3 Bid Price Form

The Bid will contain all price information in the format specified on the Bid Form. The Bidder will 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-SAB>>.

### 4.4 Required Bid Submission

A Bidder will 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 will 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 will be submitted in this section and will 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 will be from a client for whom the Bidder has provided goods and services within the past five (5) years and will 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-SAB 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 will 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 will 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 will 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 will 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 will be identified as provided in the appropriate attachment(s) of this IFB.

5.4.11 **Legal Action Summary.** This summary will 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.

## **4.5 Delivery**

- 5.5.1 Bids will only be accepted via the State's internet based electronic procurement system, eMMA. Bidders may not mail or hand-deliver Bids.
- 5.5.2 Bidders will 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.

## **4.6 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a notification of recommendation for contract award, the following documents will 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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## 5 Bid Evaluation and Award

### 5.1 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.

### 5.2 Reciprocal Preference

5.2.1 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.

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

### 5.3 Award Determination

Award will be made to the responsible Bidder who submits to the State the responsive Bid that has the lowest Total Bid Price.

### 5.4 Documents Required upon Notice of Recommendation for Contract Award

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

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## 6 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.
2. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

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 <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
Y	With Bid	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
Y	With Bid	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a> )
Y	5 Business Days after recommended award – However, suggested with Bid	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )

Applies?	When to Submit	Label	Attachment Name
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 <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf</a> )
<b>Appendices</b>			
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 <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder OfferorInformationSheet.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder OfferorInformationSheet.pdf</a> )
Y	Before Bid, as directed in the IFB.	3	Non-Disclosure Agreement (Bidder) (see link at <a href="http://dbm.maryland.gov/Documents/Appendix%203%20-%20Non-Disclosure%20Agreement%20(Offeror)%20(1).dot">http://dbm.maryland.gov/Documents/Appendix%203%20-%20Non-Disclosure%20Agreement%20(Offeror)%20(1).dot</a> )
Y	With Bid		Minimum Qualifications: 1. Bidders license/registration from BOMFD. 2. Letter stating license not suspended or revoked. 3. Letter stating no disciplinary action. 4. References for proof of providing transports.
<b>Additional Submissions</b>			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy
Y	10 Business Days after recommended		PEP; 1 copy

<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
	award		

**Attachment A. Pre-Bid Conference Response Form**

**Solicitation Number# 23-00016**

TRANSPORTATION OF BODIES-STATEWIDE

A Pre-Bid conference will be held on **June 08, 2022**, via conference **1-424-371-6758 Pin 556 096 950#**.

Please return this form by **June 06, 2022**, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Contract Officer at the contact information below.

Tearson Buckner  
Contract Officer  
MDH  
E-mail: [Tearsa.buckner@maryland.gov](mailto:Tearsa.buckner@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 will 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 will be rounded to the nearest cent, e.g., .344 will be .34 and .345 will 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 will be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission will be initialed and dated.
- F) Except as instructed on the Bid Form, nothing will 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 will 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 will 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 will 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 SAB does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined not responsive.
- L) The SAB intends to make two (2) being the maximum number of awards as a result of this IFB (see IFB Section

**B-1 Bid Form**

The Bid Form will 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.



**Attachment C. Bid/Proposal Affidavit**

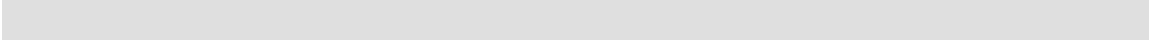
See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).

**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**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
  - (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, will post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner will adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner will publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), will not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium will comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan will not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor will pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dlir.state.md.us/labor/prev/livingwage.shmtl> and clicking on Living Wage for State Service Contracts.

**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)**

This solicitation does not require a Non-Disclosure Agreement.



**Attachment J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**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**

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

**Attachment M. Contract**

MD DEPARTMENT OF HEALTH-STATE ANATOMY BOARD(MDH-SAB)

“TRANSPORTATION OF BODIES-STATEWIDE”

**OCMP #23-00016**

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 MD DEPARTMENT OF HEALTH-STATE ANATOMY BOARD(“SAB” or the “<<MDH-SAB>>”).

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 dated \_\_\_\_\_ (Bid date).
- 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 TRANSPORTATION OF BODIES-STATEWIDE, Solicitation # 23-00016, 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 will be ascribed the meaning given to them in the IFB.

**2. Scope of Contract**

- 2.1 The Contractor will 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 will control. If there is any conflict among the Exhibits, the following order of precedence will determine the prevailing provision:

Exhibit A – The IFB

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

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 will 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 will 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 will include a written statement setting forth the nature and cost of such claim. No claim by the Contractor will be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section will be a dispute under the Disputes clause. Nothing in this section will 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 MDH-SAB following any required prior approvals, including approval by the Board of Public Works, if such approval is required October 1, 2022 (the "Effective Date") and will continue until September 30, 2027 ("Initial Term")
- 3.2. The Contractor's performance under the Contract will commence as of the date provided in a written NTP.
- 3.3 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, will 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 MDH-SAB will 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, will not exceed the Contracted amount.

The total payment under a fixed price Contract or the fixed price element of a combined fixed price – time and materials Contract will be the firm fixed price submitted by the Contractor in its Bid.

- 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 will be made no later than 30 days after the MDH – SAB'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 will 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 MDH-SAB 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 will be the sole property of the State and will be available to the State at any time. The State will 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 will 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 will 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 will 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 will 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, will 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 will 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 will 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 will not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the MDH - SAB 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 will 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 will 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 MDH-SAB or licensed by the MDH-SAB from third parties, including all information provided by the MDH-SAB 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 MDH-SAB 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 will 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 will 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) will 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 will 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 will 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 will 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 will 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 will report to the MDH-SAB, 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 will not affix (or permit any third party to affix), without the MDH-SAB's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the MDH-SAB will 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) will be held in confidence by the other party. Each party will, 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 will 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 will 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 will 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 will 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 will ensure that all data is backed up and recoverable by the Contractor. At no time will 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 will 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) will 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 will 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 will (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 will 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 will 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 will 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 will 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, will, 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 will 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 will 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 will 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 will 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 will 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 will be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State will 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 will specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor will, at the State's option, become the State's property. The State will 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, will 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 will 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 will 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, will 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 will 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 will 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, will 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 will 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, will 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 will 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 will 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](http://www.elections.state.md.us/campaign_finance/index.html).

**24. Retention of Records**

The Contractor and subcontractors will 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 will 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 will 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 will be provided reasonable access to Contractor's records to perform any such audits. The MDH-SAB 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 MDH-SAB's election. The MDH-SAB 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 will not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit will include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor will ensure the MDH-SAB 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 will not become so in arrears during the Term;
- c. It will comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It will 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, will 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 will include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract will not be assigned until all approvals, documents, and affidavits are

completed and properly registered. The State will not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

**29. Limitations of Liability**

- 29.1 Contractor will 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 will 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 will be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event will 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 will Contractor retaliate against any person for reporting instances of such discrimination. Contractor will 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 will 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 will include the language from 30.1, or similar clause approved in writing by the MDH-SAB, in all subcontracts.

### **31. Prompt Pay Requirements**

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the MDH-SAB, 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 MDH-SAB 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 MDH-SAB and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the MDH-SAB.

- 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 MDH-SAB 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 will 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 MDH-SAB determines that the Contractor is not in compliance with certified MBE participation goals, then the MDH-SAB 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 MDH-SAB determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the MDH-SAB requires, then the MDH-SAB 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 will submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

### **32. Living Wage**

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the MDH-SAB may withhold payment of any invoice or retainage. The MDH-SAB may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

### **33. 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 MDH-SAB does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

### **34. Risk of Loss; Transfer of Title**

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

### **35. Effect of Contractor Bankruptcy**

All rights and licenses granted by the Contractor under this Contract are and will be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including



services, is and will 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 will continue subject to the respective terms and conditions of this Contract; and (b) the State will 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, will 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.

**36. Miscellaneous**

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract will survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 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 will be severed from this Contract, and the remaining terms contained herein will continue in full force and effect, and will in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will 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, will be deemed to be original signatures.

**37. Contract Monitor and Procurement Officer**

- 37.1 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 MDH-SAB may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The MDH-SAB may change the Procurement Officer at any time by written notice to the Contractor.

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

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with \_\_\_\_\_. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA),

Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the <<MDH-SAB>> for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

“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; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or 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.

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 MD DEPARTMENT OF HEALTH-STATE ANATOMY BOARD(MDH-SAB)
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	
APPROVED BY BPW: _____	_____
(Date)	(BPW Item #)

**Attachment N. Contract Affidavit**

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

**Attachment O. DHS Hiring Agreement**

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

## 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. Bidder – An entity that submits a Bid in response to this IFB.
- C. Bid Price Form or Bid Form - The Attachment B Bid Form.
- 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. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Contract – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment M**.
- G. 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 MDH-SAB may change the Contract Monitor at any time by written notice to the Contractor.
- H. Contractor – The selected Bidder that is awarded a Contract by the State.
- I. 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.
- J. Cremation Transfer – The transport of human bodies and specimens for cremation from the SAB Facility to SAB designated crematories within a 40-mile radius of the SAB’s facility. Transports will be scheduled by SAB staff on a daily basis and may include multiply crematory locations. Invoice will be per cremation box transfer.
- K. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- L. eMMA – eMaryland Marketplace Advantage (see IFB **Section 4.2**).
- M. Invitation for Bids (IFB) – This Invitation for Bids issued by the MD DEPARTMENT OF HEALTH-STATE ANATOMY BOARD (MDH-SAB), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- N. 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**.
- O. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times will be Local Time, even if not expressly designated as such.

- P. Mileage Rate: Per mileage rate for transport of decedents outside of forty (40) miles from SAB facility. Mileage Rate will be paid for each loaded mile traveled, starting with the first mile, rounded to the nearest mile. Mileage will be verified by the shortest distance on Google Maps (<https://www.google.com/maps>) website. Actual route distance will not be utilized.
- Q. 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.
- R. Normal Business Hours - Normal business hours are 8:00 a.m. – 4:00 p.m. Monday through Friday except major Holidays when the SAB facility will be closed.
- S. 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.
- T. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- U. 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.
- V. 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 MDH-SAB may change the Procurement Officer at any time by written notice to the Contractor.
- W. 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.
- X. Removal and transport human remains - remove human remains from one location and transport directly to another location after verification of identity and required paperwork.
- Y. Removal vehicle – a vehicle of a size, dimensions, and specifications suitable for the transportation of human remains which has passed an inspection by the BOMFD.
- Z. State Anatomy Board (SAB) – A Board in the Maryland Department of Health, Public Health Services.
- AA. 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.
- BB. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.

- CC. 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.
- DD. State – The State of Maryland.
- EE. 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.
- FF. Transition to Statewide – Year one (1) of this Contract will include the following city and counties: Baltimore City, Counties: Anne Arundel, Baltimore, Calvert, Carroll, Cecil (North of the Chesapeake & Delaware Canal), Charles, Harford, and Howard, Montgomery, Prince George’s, and St. Mary’s.
- Year 2 – 5 of this Contract will include all cities and counties in Maryland.
- GG. Transport Rate – Per removal rate for transport of decedents within a forty (40) miles radius or less from SAB facility. Transport Rate will be paid per each loaded mile transport traveled within a forty (40) mile radius or less from the SAB facility. rounded to the nearest mile. Mileage will be verified by the shortest distance on Google Maps (<https://www.google.com/maps>) website. Actual route distance will not be utilized.
- HH. 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](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf).

**Appendix 3. Body Transport Record**



BODY TRANSPORT  
RECORD.pdf



BODY TRANSPORT  
RECORD.docx

**Appendix 4. Contractor Staff Request/Removal Form**



CONTRACTOR STAFF  
REQUEST.pdf



CONTRACTOR STAFF  
REQUEST.docx