



STATE OF MARYLAND
DEPARTMENT OF BUDGET AND MANAGEMENT (DBM)
REQUEST FOR PROPOSALS (RFP)

**STATE MEDICAL DIRECTOR AND OCCUPATIONAL
SERVICES FOR MARYLAND STATE AGENCIES**

RFP NUMBER 001B2600273

ISSUE DATE: 12/16/2021

NOTICE TO OFFERORS

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

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

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: State Medical Director and Occupational Services for Maryland State Agencies
Solicitation No: 001B2600273

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 Proposal is insufficient
 - Start-up time is insufficient
 - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
 - Proposal 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
DEPARTMENT OF BUDGET AND MANAGEMENT
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services, State Medical Director and Occupational Services for Maryland State Agencies
Solicitation Number:	001B2600273
RFP Issue Date:	12/16/2021
RFP Issuing Office:	Department of Budget and Management
Procurement Officer:	Lola Tiamiyu 45 Calvert Street, Second Floor Annapolis, MD 21401
E-mail:	Lola.tiamiyu1@Maryland.gov
Office Phone:	
Contract Manager:	Sherreon Washington 301 West Preston Street, 7 th Floor Baltimore, Maryland 21201
E-mail:	Sherreon.washington1@maryland.gov
Proposals are to be sent to:	Proposals will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit proposals electronically can be found at: https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/5-eMMA-ORG-Responding-to-Solicitations-Double-Envelope-v2.pdf
Pre-Proposal Conference:	Thursday, January 6, 2021, at 10:00am Eastern Time <u>Google Meet Virtual Teleconference,</u> <u>by Calendar Invitation from Procurement Officer Only</u>
Questions Due Date and Time	Friday, January 14, 2022, at 5:00 PM Eastern Time
Proposal Due (Closing) Date and Time:	Friday, February 4, 2022, at 5:00 PM Eastern Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
MBE Subcontracting Goal:	13%
VSBE Subcontracting Goal:	1%

Contract Type:	Firm Fix unit prices
Contract Duration:	5 Years, with two (2), one (1) year renewal options
Primary Place of Performance:	Various Locations
SBR Designation:	N/A
Federal Funding:	N/A

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1 Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 1.1. The Offeror shall have, within the past five years, at least six months experience in providing services similar to those described in Section 2.3 to one organization, firm or agency of at least 5,000 employees, members, clients, etc. As proof of meeting this requirement, the Offeror shall provide with its Proposal, at a minimum, one reference to demonstrate the experience of providing services similar to those described in Section 2.3 to one organization, firm or agency of at least 5,000 employees, member, clients, etc.
- 1.2. During the same six-month period referenced in 1.1, the Offeror shall have a cumulative total of employees, members, clients, etc. serviced that exceeds 10,000. As proof of meeting this requirement, the Offeror shall provide with its Proposal references that demonstrate a client base that exceeds 10,000 employees, members, clients, etc. within the same six-month period as referenced in 1.1 above.

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2 Contractor Requirements: Scope of Work

2.1 Background

State employees work in Baltimore City and all 23 counties of the State. Therefore, it is required that the services described in this RFP be provided statewide to ensure reasonable accessibility to current state employees, applicants, and former state employees subject to medical surveillance. It is preferred that the Contractor have a service delivery site capable of providing most of the routine services required under this RFP within a maximum of one hour normal driving time of every Maryland Department of Transportation (MDOT) location outside of Baltimore City, as enumerated in (Appendix 4). This will assure reasonable access to all current, retired or prospective State employees of any State agency. The Contractor must also have service delivery sites capable of providing all of the services required under this RFP within a maximum of 30 minutes driving time of every MDOT location in Baltimore City.

Historically, State agencies have cumulatively spent approximately \$2.2 million annually on the medical services covered by this RFP. The quantities of procedures listed on the Financial Proposal (Attachment B) are the best utilization approximations for procedures and/or services under this RFP. However, DBM does not guarantee in any manner that these quantities will reflect either a minimum or maximum level of need for any or all procedures and/or services. Moreover, the Contractor must provide whatever level of need actually occurs for any and all procedures and/or services covered by this RFP.

The State Medical Director (SMD) is given authority through the Secretary of Budget and Management with respect to medical examinations and investigations relating to employment with the State as stated in COMAR 17.04.03.16 and shall perform these services under this contract. The SMD shall also serve as the MDOT Department Medical Advisor in accordance with COMAR 11.02.06.02.

2.2 Purpose

The Department of Budget & Management, Office of Personnel Services and Benefits (OPSB), Contract Administration Division, hereafter referred to as the "Department," is issuing this RFP to obtain a Contractor to provide State Medical Director, Medical Review Officer (MRO), Substance Abuse Professional (SAP), and Occupational Medical Services. Currently, State of Maryland agencies cumulatively spend over \$2.2 million annually on medical services. The current Contract and subsequent Contract resulting from this RFP are the primary Contract(s) available to State agencies to obtain SMD and Occupational Medical Services for their employees and/or prospective employees. The State of Maryland has many agencies predominantly spread across three major personnel systems which employ most of its employees. These systems are the State Personnel Management System (SPMS), Transportation Service Human Resources System (TSHRS) and the University System of Maryland Human Resources Management Program (USM). Historical usage of SMD services is available in (Appendix 5).

This Contract has previously been extended to non-State of Maryland governments or agencies or Maryland Non-profit Organizations, however there was little to no usage by these entities; history or projection of usage by these entities is not available.

Generally, the services detailed in Section 3 of this RFP will be applicable to State agencies to whatever extent those agencies choose to use these services. MDOT has certain unique Medical Director and Occupational Medical Services requirements.

DBM is seeking a Contractor to provide 20 types of services for State agencies (a detailed description of each service follows in Section 2.3). Section 2.3.29 is an optional service category further explained in that Section. The amounts to be paid to the Contractor for each service shall be as proposed in the selected Offeror's final Financial Proposal (Attachment B).

2.3 Responsibilities and Tasks

The Contractor shall provide the following specific types of Medical Services upon receipt of a completed agency Authorization Form:

2.3.1 Routine Pre-Placement Physicals & Pre-Placement Physicals Based Upon Ergonomic Job Assessment Profiles for Employees/Applicants

2.3.1.1 Routine Pre-Placement Physicals may be performed on current employees and individuals who have been conditionally offered employment by a State agency. The exact content of such examinations shall be determined by the SMD, in consultation with the Designated Agency Contact (DAC). At a minimum, examinations shall include the following:

- A. Personal health history;
- B. Medical screening - to include but not limited to: height, weight, blood pressure, pulse, vision, hearing (audiometric testing) and TB test;
- C. Examination of general physical condition - dermatological, respiratory, stress tests (when prior authorization is provided by the DAC), cardiovascular, abdominal, digestive, genitourinary, musculoskeletal, neurological, etc.; and
- D. Respirator Medical Evaluations and Respirator Fit Tests, if requested by the DAC.

In addition, the SMD may utilize routine laboratory testing as medically necessary (e.g., CBC, routine blood chemistries and urinalysis).

To avoid onboarding delays, the SMD shall complete any and all components of the medical and evaluation services requested within the temporal parameters stated in this section.

2.3.1.2 Pre-Placement Physicals based upon Ergonomic Job Assessment Profiles may be performed as directed by the DAC. The Contractor shall perform a pre-placement physical based upon the requirements of an Ergonomic Job Assessment Profile, when one exists, for a job classification for which the applicant is under consideration for

employment. The Contractor shall perform the examinations listed in 2.3.1.1 above for any job classification the DAC determines that an appropriate Ergonomic Job Assessment Profile exists. The Contractor shall also determine whether the applicant is capable of performing the full scope of the requirements as described in the Ergonomic Job Assessment Profile without undue adverse effect, based upon the requirements of the position.

The Maryland Department of Transportation (MDOT) currently utilizes a physical performance examination based upon an Ergonomic Job Assessment Profile. It is called the Physical Performance Program (PPP) and is one of the pre-placement examinations for new hires into the Facility Maintenance Technician I or II classifications. The PPP evaluates the candidate's physical ability to safely perform the non-driving essential job duties of these classifications. The PPP includes 22 individual physical tasks involving climbing, lifting, carrying, pushing, and pulling. Any additional testing that includes an additional expense shall be approved in advance by the DAC. See Section 2.3.10 pertaining to payments associated with such additional tests or referrals. TB tests shall be included in the Contractor's price per Routine Pre-Placement Physical as quoted on its Financial Form and shall not be charged separately.

The SMD shall transmit by secure transmission to the DAC a written summary of the results of the Routine Pre-Placement Physical or Pre-Placement Physical based upon Ergonomic Job Assessment Profile within one (1) Business Day of the examination. A final written report shall be submitted to the DAC within five (5) Business Days of the examination.

The Contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Routine Pre-Placement Physical or Pre-Placement Physical based upon Ergonomic Job Assessment Profile performed, after the DAC receives and approves the written report of employment qualification.

2.3.2 Standard Psychological Evaluations of Employees/Applicants

For Police/Correctional Officer candidates, the SMD shall provide a Psychological Evaluation in accordance with the standards mandated by the Maryland Police and Correctional Training Commission as stated in COMAR 12.04.01.04 or as required by the DAC to include, but not be limited to, scoring/evaluation of standard psychological test(s).

The SMD shall provide a written report to the DAC indicating whether an employee/applicant is psychologically qualified, provisionally qualified or not qualified for employment within five (5) Business Days of the evaluation. In conducting these evaluations, the SMD shall comply with all provisions of the Americans with Disabilities Act (ADA).

The Contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Standard Psychological Evaluation performed, after the DAC receives and approves the written report of qualification for employment.

2.3.3 Initial Workability Examinations

2.3.3.1 Employees may be referred to the SMD for a comprehensive workability examination. The employee shall be seen by the SMD, or his/her designee, per COMAR 17.04.03.16(B)(1), within 15 calendar days from the date requested by the DAC, unless otherwise specified by the DAC in a written format. The Contractor shall screen all scheduled Initial Workability Examination appointments for receipt of Workability Documentation, Position Description and/or job specification and notify the DAC of any missing documents within five (5) Business Days of the scheduled appointment. The Contractor shall refer to Section 2.3.5 (No Show/Late Fees/Appointment Cancellations) if Contractor is not in receipt of the required documentation at the time of the employees' scheduled appointment.

The Initial Workability Examination seeks to achieve one or more of the following objectives:

- A. Evaluate employees' current medical and/or psychological capabilities and limitations with regard to the job duties assigned to an employee's position as described on the required Workability Documentation.
- B. If the employee has medical limitations that prevent the employee from performing assigned job duties, determine if the limitations are permanent. If the limitations are not permanent, provide a prognosis to a reasonable degree of medical certainty regarding the employee's ability to perform the essential job duties within the 45 days following the Initial Workability Examination. The prognosis may be graded as very low probability, low probability, fair probability, good probability, or very good probability. For employees with medical limitations that prevent the employee from performing assigned job duties, the SMD shall:
 1. Determine to a reasonable degree of medical certainty, if the employee is medically capable of temporarily performing modified duties;
 2. Indicate what the specific duty restrictions are; and
 3. Estimate length of modified duty or determine that the limitations are permanent (e.g., the employee has reached maximum medical improvement).
- C. For employees with frequent sick leave usage, the SMD shall determine the following:
 1. If the frequency of use is medically justified based on the nature/severity of the medical condition(s) and treatment that the employee is receiving;
 2. If it is reasonable for the agency to expect improvement in the employee's sick leave usage; and
 3. If it is reasonable for the agency to hold the employee accountable to the same expectations of consistent work attendance that other employees are held accountable to. In some cases, it may be necessary to determine if the employee has a chronic medical condition that has an ongoing and significant impact on the employee's attendance, work performance or ability to perform assigned job duties.
- D. At a minimum, the Initial Workability Examination shall include:
 1. Personal health history;

2. Medical Screening to include but not be limited to: height, weight, blood pressure, pulse, vision, hearing/audiometric testing (if needed) and TB test (if needed);
3. Examination of general physical condition (e.g.: dermatological, respiratory, cardiovascular, abdominal, digestive, genitourinary, musculoskeletal, neurological, etc.);
4. Review of relevant medical records from the employee's treating physician(s), if available;
5. Prescription medicine, if applicable; and
6. Review of the applicable required Workability Documentation.

2.3.3.2 If medically indicated to complete the comprehensive Initial Workability Examination and with the approval of the DAC, the SMD may also:

1. Utilize routine laboratory testing (e.g., CBC, blood chemistries, and urinalysis); and/or;
2. Utilize routine diagnostic studies (e.g., EKG, pulmonary function testing, and x-rays); and/or;
3. Utilize more sophisticated (and more costly) diagnostic studies (e.g., CT imaging, MRI imaging, sonography, cardiac stress testing, EMG/nerve conduction studies, etc.); and/or;
4. Refer the employee to other medical specialist(s) for an Independent Medical Examination (e.g., cardiologist, orthopedist, psychiatrist, etc.) for further evaluation.

See Section 2.3.10 pertaining to payments associated with such additional tests or referrals.

2.3.3.3 In the event that the SMD determines that a Follow-up Workability Examination is warranted, the SMD shall tentatively schedule a Follow-up Workability Examination appointment with the employee at the conclusion of the examination. This Follow-up Workability Examination appointment is subject to approval by the DAC.

2.3.3.4 The SMD shall include any Follow-up Workability Examination appointments in the completed preliminary report and final comprehensive written report.

The SMD shall submit a preliminary report and a final comprehensive written report. The preliminary report shall be submitted to the DAC within one (1) Business Day of the Workability Examination. The final comprehensive written report shall be submitted to the DAC within five (5) Business Days of the receipt of all relevant medical information including reports from medical specialists for which the SMD has referred the employee or for a diagnostic studies as medically indicated by the SMD. For SPMS agencies, the completed Task Analysis form shall accompany the comprehensive written report.

The Contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Initial Workability Examination performed, after the DAC receives and approves the reports referenced above.

2.3.4 Follow-up Workability Examinations

- 2.3.4.1 Follow-up Workability Examinations occur after an Initial Workability Examination. Follow-up Workability Examinations may be required to allow the SMD the opportunity to re-evaluate the employee. All Follow-Up Workability Examinations are subject to approval by the DAC.

All of the terms and conditions under Initial Workability Examinations (Section 2.3.3) shall apply to Follow-Up Workability Examinations.

The Contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Follow-up Workability Examination performed, after the DAC receives and approves the final comprehensive Follow-Up Workability report.

2.3.5 No Show/ Late Fees/Appointment Cancellations

The Contractor is permitted to charge an amount equivalent to 20% of the firm fixed unit price per exam specified in its Financial Proposal if a referred employee fails to attend or arrives 30 or more minutes late for a scheduled Initial Workability Examination or Follow-up Workability Examination, and the Contractor cannot accommodate an exam at that time, except for extraordinary circumstances, as explained below, or when the DAC gives the Contractor at least 24 hours advance notice of cancellation or late arrival. Extraordinary circumstances (personal circumstances, inclement weather closures, acts of God, etc.) in which the referred employee fails to attend or arrives 30 or more minutes late will be reviewed on a case-by-case basis and approved by the Contract Manager as to whether a “no show” fee may be charged. If the Contractor performs an examination of a referred employee who arrives 30 or more minutes late without the employee being rescheduled, a no show fee may not be charged.

The Contractor is permitted to charge an amount equivalent to 50% of the firm fixed unit price per Initial Workability Examination or Follow-up Workability Examination specified in its Financial Proposal if the referring agency fails to submit the Workability Documentation, Position Description and/or job specification at the time of the employees’ scheduled appointment.

2.3.6 Fitness-For-Duty/Return to Work Examinations

Fitness-for-Duty/Return to Work Examinations are utilized when the State agency requires a medical opinion to determine an employee’s medical fitness to perform their assigned job duties or return to work. Fitness for Duty/Return to Work Examinations may be requested to address a medical issue(s) associated with illness, injury, prescription medication evaluation, post-surgery, post-hospitalization, post-emergency department visit, etc. Depending on the nature of the medical issue, the Fitness-for-Duty/Return to Work Examination may address the physical, psychological, emotional and/or cognitive abilities of the employee to perform assigned duties.

Please note that the Authorization Form may have a Position Description and/or a job specification. In addition, a Fitness for Duty/Return to Work Examination are best suited for medical issues which do not require the level of depth and comprehensive evaluation utilized in the Initial Workability Examination.

The SMD shall provide information on the type and severity of the injury/illness, treatment history and social or family history, as appropriate. If deemed medically necessary and after

securing the approval of the DAC, the SMD may refer the employee to other medical specialist(s) (e.g., cardiologist, orthopedist, psychiatrist, etc.) for further evaluation. See Section 2.3.10 pertaining to payments associated with such tests or referrals.

The SMD shall submit in a secure transmission the results of a Fitness-for-Duty/Return to Work Examination to the DAC by the end of the next Business Day following the examination and shall also provide a written copy of the examination within five (5) Business Days of the examination.

The Contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Fitness-for-Duty/Return to Work Examination performed, after the DAC receives and approves the reports described above.

2.3.7 Substance Abuse MRO Services

The SMD shall function as the Substance Abuse Medical Review Officer (MRO) responsible for interpreting laboratory urinalysis reports, and for interviewing and/or examining donors with laboratory non-negative results. The SMD shall also advise donors, Agency Technical Representatives (ATR) and Designated Employer Representatives (DER) about confirmed drug test results.

The SMD shall perform MRO responsibilities in accordance with COMAR 17.04.09 and the Urine Specimen Collection Handbook published by the SAMHSA.

The SMD shall additionally perform MRO responsibilities in accordance with 49 CFR Part 40, as applicable.

The SMD shall assist positive donors who request a retest of the same specimen, as specified in the Health General Article §17-214, Annotated Code of Maryland. The retest will be conducted on the originally collected specimen sample.

On an as needed basis, the SMD shall meet with the Contract Manager to review and approve non-negative drug testing results.

The Contractor will be paid the firm fixed unit price per hour as specified in its Financial Proposal for the number of hours of Substance Abuse MRO Services performed and approved by the DAC.

2.3.8 Medical Advisor/Consultation Services & Ergonomic Job Assessment Profiles

2.3.8.1 The SMD shall provide medical consultation services that include, but are not limited to:

- A. Providing professional advice on any occupational, medical and/or related employment issues from a preventive and remedial perspective and making appropriate recommendations;
- B. Providing professional medical advice to the DAC in consultation with other State Officials (such as, but not limited to, the DBM or MDOT Secretary, Office of the Attorney General, Maryland Transit Administration (MTA), Office of the General

Counsel, Maryland Department of Health (MDH) and the Statewide Equal Employment Opportunity Coordinator) on a variety of occupational/medical issues, such as (but not limited to) reasonable work accommodations and indoor air quality concerns; and sufficiently maintaining definitive and detailed medical records that will withstand potential court challenges;

- C. Coordinating referrals for Medical Specialist and Laboratory Services as indicated in Section 2.3.10;
- D. Coordinating and/or providing wellness and fitness programs, individual instructions and classes, to include working with the Maryland Aviation Administration on the development and implementation of a wellness program for Airport Firefighters;
- E. Providing any medical training (such as field sobriety and/or reasonable suspicion observation) related to the services required in this Contract and any applicable certification of such training as deemed appropriate by the DAC; and
- F. Consultation Services may include meetings on an as needed basis (generally once per week) with the Contract Manager or Office of Personnel Services representatives to review requests for Leave Bank/Employee-to-Employee leave and Leave Bank Appeal cases.

2.3.8.2 To provide the consultation services referenced above, the SMD shall acquire expertise in the nature and conditions of jobs performed by affected employees, including but not limited to:

- A. Occupational and environmental conditions encountered by employees, including on-site observations as necessary;
- B. Knowledge of existing job specifications and/or any available medical standards; and/or
- C. Knowledge of agency personnel policies and procedures.

2.3.8.3 Ergonomic Job Assessment Profiles and Development – Upon request, the Contractor will visit and observe certain job requirements and perform an assessment of a job classification that encompasses all significant physical requirements of the job. Physical requirements include, but are not limited to, amount of weight to be lifted, cumulative weight through repetitive lifting, repetitiveness of non-weight bearing motions, maximum duration of standing, walking and sitting vs. cumulative duration of standing, walking and sitting, noise and light levels, etc.

2.3.8.4 The Contractor shall develop, validate and implement the profile, as requested, typically performed by a physical therapist. All developed profiles must be approved by the requesting agency before any standards can be applied against the profiles.

2.3.8.5 Upon request by an Agency, the Contractor shall examine applicants and current employees to determine if they can demonstrate the required physical performance capabilities as described in the Contractor's approved ergonomic job assessment profiles.

2.3.8.5.1 No Show/Late Fees

The Contractor is permitted to charge an amount equivalent to 20% of the firm fixed unit price per hour specified in its Financial Proposal if a referred examinee fails to attend or arrives 30 or more minutes late for a scheduled ergonomic proficiency assessment, and the Contractor cannot accommodate an exam at that time, except for extraordinary circumstances, as explained below, or when the DAC gives the Contractor at least 24 hours advance notice of cancellation or late arrival. Extraordinary circumstances (inclement weather closures, acts of God, etc.) in which the referred employee fails to attend or arrives 30 or more minutes late will be reviewed on a case-by-case basis and approved by the Contract Manager as to whether a “no show” fee may be charged. If the Contractor performs an examination of a referred employee who arrives 30 or more minutes late without the employee being rescheduled for another appointment at another time and leaving the premises, a no-show fee may not be charged.

2.3.8.5.2 If an assessment profile is needed beyond 75 miles of 301 W. Preston St, Baltimore, Maryland, the Contractor may charge mileage beyond the 75th mile to the site of assessment and from the site back to the 75th mile.

For assessments requested beyond 75 miles the State will:

- A. Pay mileage in accordance with State Travel Regulations and,
- B. Pay 50% of the hourly rate, as specified in the Financial Proposal for Ergonomic Job Assessment Profiles, for travel time in tenth of an hour increments, rounded to the nearest tenth of an hour, for the time expended by the person(s) conducting Ergonomic Job Assessment Profiles to travel to the site of the assessment from the 75th mile and from the site of the assessment back to the 75th mile from 301 W. Preston St. in Baltimore. The Contractor must provide supporting documentation in the form and format as outlined by the Contract Manager.

For any authorized travel beyond the 75 mile radius referenced above, the Contractor will also be reimbursed for mileage expenses at the same rate that is paid to State employees. The rates may be found at <https://dbm.maryland.gov/Pages/FleetManagementServices.aspx>

The Contractor will be paid the firm fixed unit price per hour as specified in its Financial Proposal for the number of hours of Medical Advisor/Consultation Services performed and approved by the DAC. The Contractor will be paid the firm fixed unit price per hour for conducting and documenting the Ergonomic Job Assessment Profile for a specific job classification to the DAC.

2.3.9 Testimony and Preparation

As requested in writing by the DAC, the Contractor shall make contract personnel available to provide a deposition or testimony and relevant documentation in support of any administrative

and/or court actions. No person provided for testimony shall have been convicted of perjury or any felony crime. The SMD or designated medical specialist shall assist in the defense of any administrative or judicial action where its opinions or decisions are at issue. This requirement shall survive the duration of this contract and shall specifically apply for the same duration as described for the retention of records and reports in Section 4 of this RFP.

If any personnel of the Contractor, subcontractor or any referred medical specialist is required to provide a deposition or testimony, for each individual authorized by the Contract Manager, the Contractor will be paid the firm fixed unit price per hour, or a prorated portion thereof (rounded up to 15-minute increments), as specified in its Financial Proposal, that each approved person spends preparing for and/or providing the actual deposition or testimony, including waiting at a court hearing or deposition site to provide testimony or a deposition. The Contractor will also be paid the same firm fixed unit price per hour, or prorated portion thereof, for all time spent by each approved person traveling within Maryland to attend a deposition, hearing or court session that is more than 75 miles from 301 W. Preston St, Baltimore, Maryland. Billing for travel time and mileage is only allowable for travel outside the above described 75 mile radius. Billing for preparation time shall be accompanied by appropriate documentation of the nature and rationale for the preparation by each authorized person.

For any authorized travel beyond the 75 mile radius referenced above, the Contractor will also be reimbursed for mileage expenses at the same rate that is paid to State employees (.56 cents per mile – as of January 1, 2021). Updated rates can be found at <https://dbm.maryland.gov/Pages/FleetManagementServices.aspx>.

2.3.10 Medical Specialist and Laboratory Services

If necessary, to complete the examination and evaluation services required by this contract, the SMD shall make all necessary arrangements for referring applicants/employees for appropriate Medical Specialist and Laboratory Services, with the prior documented approval of the DAC. The medical specialties shall include but not be limited to: psychology, orthopedics, neurology, cardiology, dermatology, internal medicine, ophthalmology and otolaryngology.

The Contractor will be paid the firm fixed unit price per hour specified in its Financial Proposal for all services associated with: determining the need for Medical Specialist and Laboratory Services; making specific referrals for such services; reviewing specialist reports for accuracy; and consulting with and/or interpreting the findings of all such specialists. The Contractor shall submit all billing for Medical Specialist and Laboratory Services on behalf of the providing specialist/laboratory or as reimbursement for payments already made by the Contractor to the medical specialist/laboratory.

All billing for Medical Specialist and Laboratory Services shall be for the exact amount charged by the providing specialist/laboratory without any markup or additional charges and may not exceed the actual amount charged to the State for any medical specialist or laboratory services rates authorized by the Workers Compensation Commission (WCC) in the Maryland Medical Fee Schedule for the same procedure, provided a rate has been established for the procedure. If no rate has been established, the State shall reimburse the Contractor for the exact amount charged by the providing specialist/laboratory without any markup or additional charges.

All referred specialists shall agree to accept these payment rates and State agencies will not pay any specialist more than these rates.

In the event the Contractor provides any specialty or laboratory services itself, it may bill for these services as described above.

In the event the Contractor is to perform medical specialist or laboratory services without an already established rate for the procedure, the Contractor shall provide a written description and justification of the requested services and shall determine an appropriate fair and reasonable fee. The fair and reasonable fee shall include, at a minimum, industry standards, and a cost analysis that reviews labor rates, material costs, overhead, indirect rates, and general expenses. The Contract Manager will determine if the fair and reasonable fee is acceptable after consideration of the Contractor's justification.

2.3.11 Workers' Compensation Treatment Provider

The SMD shall provide medically necessary, on-going treatment of on-the-job injuries in non-life-threatening situations at the employee's discretion. Each time the employee is treated, the SMD shall securely transmit to the DAC and the State's workers' compensation third party administrator a preliminary status report before the close of business on the day of treatment, unless treatment occurs after the close of business on a given day.

The reports shall provide relevant information on the employee's medical condition and ability to return to work. The SMD shall establish a projected return-to-work date. The SMD shall have the capability to perform x-ray and physical therapy services for injured employees at the treatment facility or at a nearby facility.

Within five (5) Business Days of each treatment, the SMD shall provide to the DAC and the workers' compensation third party administrator a written report that addresses:

- A. Accurate reflection of the diagnosis and body part(s) affected, updated as needed throughout the course of treatment provided;
- B. Treatment Plan;
- C. Percentage of current disability;
- D. Target date for maximum recovery from this injury/illness; and
- E. Assessment of the employee to determine the employee's ability to return to work with or without restrictions, based on an analysis of assigned job duties as received from the DAC. Restrictions will be specific as to the physical capabilities of the employee.

The actual amount charged to the State for any treatment provided in conjunction with a Workers' Compensation case shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule for the same treatment, provided a rate has been established for the treatment. If no rate has been established, billing shall be for the exact amount charged by the providing specialist/laboratory without any markup or additional charges.

2.3.12 Second Opinion Examinations on Workers' Compensation Cases

- 2.3.12.1 The SMD shall be the case manager for occupational illness/injury cases. The SMD shall evaluate employees to determine the employee's ability to perform assigned duties and responsibilities. Such evaluations may include a review of extensive medical records from the employee's treating physician(s) and/or the workers'

compensation third party administrator.

If medically indicated, the SMD may:

- A. utilize routine laboratory testing (e.g., CBC, blood chemistries and urinalysis); and/or;
- B. utilize routine diagnostic studies (e.g., EKG, pulmonary function testing and x-rays); and/or;
- C. utilize more sophisticated (and more costly) diagnostic studies (e.g., CT imaging, MRI imaging, sonography, cardiac stress testing, EMG/nerve conduction studies, etc.); and/or;
- D. refer the employee to other medical specialist(s) (e.g., cardiologist, orthopedist, psychiatrist, etc.) for further evaluation

2.3.12.2 The SMD shall provide a comprehensive report to the DAC and the workers' compensation third party administrator that addresses:

- A. Accurate reflection of the diagnosis and body part(s) affected, updated as needed throughout the course of treatment provided;
- B. Treatment Plan;
- C. Percentage of current disability;
- D. Determination of the employee's medical or psychological fitness to return to work and perform the full range of their essential functions with or without duty restrictions. This is based on an analysis of assigned job duties as received from the DAC. Restrictions will be specific as to the physical capabilities of the employee;
- E. Determination of the employee's prognosis of returning to work and performing the full range of their job duties with or without duty restrictions;
- F. Determination of whether the employee has reached maximum medical improvement; and the target date for reaching maximum medical improvement from this injury/illness; and
- G. Future follow-up appointments.

The actual amount charged to the State for the second opinion examination on Workers' Compensation cases shall not exceed the rate authorized by WCC in the Maryland Medical Fee Schedule for the same exam, provided a rate has been established for the exam. If no rate has been established, billing shall be for the exact amount charged by the providing specialist/laboratory without any markup or additional charges.

2.3.13 Critical Incident Stress Management/Critical Incident Stress Debriefing For Employees

The Contractor should be prepared to counsel large and small groups of Active Employees in Critical Incident Stress Management (CISM), including Critical Incident Stress Debriefing (CISD) services. CISM and CISD services address situations involving serious, graphic, work-related incidents (where employees and/or private citizens are killed or seriously injured) or episodes of workplace violence, or other events as approved by the Contract Manager. Individuals who observed or experienced these incidents often suffer from overt emotional distress. The Contractor shall provide professional personnel with

expertise in emotional/psychological trauma and intervention that may be required to provide immediate and/or subsequent group or individual counseling, as needed This service shall be available 24 hours a day, seven days per week on an as-needed basis. All MTA employees who are referred to the SMD for post-accident drug and alcohol testing shall be initially assessed to determine if they are in need of critical debriefing

The Contractor will be paid the firm fixed unit price per hour as specified in its Financial Proposal for the number of hours, or portions thereof (in 15 minute increments), of Critical Incident Stress Management/Critical Incident Stress Debriefing Services performed and approved by the DAC.

2.3.14 Medical Screening and Surveillance Examinations/Annual or Periodic Physical Examinations

- 2.3.14.1 Medical Screening and Surveillance Examinations shall be performed to assist in the early identification and continued monitoring of illnesses or injuries that may result from working in a hazardous environment and/or from an actual workplace exposure. Employees who are suspected of exposure or have a confirmed exposure must participate in a surveillance program as required by Occupational Safety & Health Administration (OSHA) and Maryland Occupational Safety & Health (MOSH) regulations and requirements.

In accordance with OSHA and MOSH regulations, exposure to the following substances or conditions requires surveillance, including but not limited to acrylonitrile, arsenic (inorganic), asbestos, benzene, 1,3 - butadiene, cadmium, chromium VI (hexavalent chromium), coal tar pitch volatiles, coke oven emissions, cotton dust, 1,2-dibromo-3-chloropropane, ethylene oxide, formaldehyde, hazardous waste, lead, methylene chloride, methylenedianiline, noise, silica, and vinyl chloride. Exposure to other chemicals/hazardous materials (including but not limited to, e.g., heavy metals, mercury, PCB's, pesticides, radiation, and per- and polyfluoroalkyl substances – PFAS, including PFOA, PFOS, and GenX) may require medical surveillance examinations and monitoring.

The DAC will provide to the SMD any information required by OSHA, to include:

- A. A description of the employee's duties as they relate to exposures;
- B. The employee's previous, current and anticipated future levels of exposure; and
- C. Description of any personal protective equipment required for use in the performance of assigned duties.

- 2.3.14.2 As specified by OSHA/MOSH, the SMD shall perform medical examinations that include a detailed medical and work history with special emphasis on symptoms related to the physical or chemical hazards and the employee's ability to wear personal protective equipment. The Contractor shall complete specific questionnaires for surveillance examinations, as outlined in the OSHA/MOSH regulations.

- 2.3.14.3 The SMD shall also ensure that all required associated studies (e.g., audiometry, spirometry, chest x-ray with or without "B" reading, blood and urine studies) are

performed as part of the medical surveillance examination. Additional tests may be performed, if the SMD determines that they are medically indicated.

- 2.3.14.4 The SMD shall provide a written opinion to the DAC as to whether the employee has any detected medical condition that would place the employee's health at increased risk from the work environment. The report shall assess the extent of the employee's limitations as they relate to assigned duties and the employee's ability to wear a respirator, if applicable. The report shall also analyze the results of the medical examination and tests and document that the results were sent to the employee.

Once a baseline examination is performed, the SMD shall perform annual or periodic evaluations as required by OSHA/MOSH regulations and/or as medically indicated.

- 2.3.14.5 The Contractor will be paid the firm fixed unit price per exam as specified in its Financial Proposal for each Medical Screening/Surveillance Examination performed, after the DAC receives and approves the reports described above. Baseline examinations and annual evaluations shall be paid to the Contractor at its firm fixed unit price for Medical Screening/Surveillance Examinations specified in its Financial Proposal. If any Medical Specialist or Laboratory Services referrals are required in conjunction with a Medical Surveillance Examination, the Contractor will be paid the firm fixed unit price per hour specified in its Financial Proposal for Medical Specialist and Laboratory Services (Section 2.3.10). All of the terms and conditions specified in Section 2.3.10 shall apply to Medical Specialist and Laboratory Services required in conjunction with a Medical Screening/Surveillance Examination.

2.3.15 Bloodborne Pathogen & Vaccination Services

Although all of the services in Section 2.3.15 are specifically required by the Department of Juvenile Services (DJS), any other State agency may request any or all of them. The rates and payment circumstances described in Section 2.3.15 shall apply to DJS or any other State agency that uses such services.

2.3.15.1 Bloodborne Pathogen Services

The SMD shall provide the services enumerated in accordance with the OSHA standard specified in 29 CFR 1910.1030 (Appendix 7). These services shall be provided to DJS employees at the following residential facilities, which operate 24 hours a day with staff on duty at all times:

- A. Alfred D. Noyes Children's Center – 9925 Blackwell Road, Rockville, MD (Montgomery County)
- B. Baltimore City Juvenile Justice Center – 300 North Gay Street, Baltimore, MD
- C. Charles H. Hickey, Jr. School – 9700 Old Harford Rd, Baltimore, MD
- D. Cheltenham Youth Detention Center – 11003 Frank Tippet Road, Cheltenham, MD (Prince George's County)

- E. Lower Eastern Shore Children’s Center – 405 Naylor Mill Road, Salisbury, MD (Wicomico County)
- F. Thomas J. S. Waxter Children’s Center – 375 Red Clay Road, S.W., Laurel, MD (Anne Arundel County)
- G. Victor Cullen Center – 6000 Cullen Drive, Sabillasville, MD (Frederick County)
- H. Western Maryland Children’s Center – 18420 Roxbury Road, Hagerstown, MD (Washington County)
- I. William Donald Schaefer House – 907 Druid Park Lake Drive, Baltimore, MD
- J. Youth Center Headquarters –1 James Day Drive, Cumberland, MD (Allegany County)

2.3.15.2 Education Services

2.3.15.2.1 The SMD shall conduct annual training of employees who have potential for exposure to bloodborne pathogens in the workplace. As specified by the DAC, training shall be provided at each residential facility and shall be provided to employees during their assigned work shifts. Training shall be scheduled to accommodate the needs of the agency.

The training curriculum shall contain all of the components specified in the OSHA standard and shall be adapted to the educational level of the employees. The maximum number of employees per training session shall be no more than 30 at a time.

Within ten (10) Business Days of notice, the SMD shall train new employees who have potential for exposure to bloodborne pathogens in the workplace.

Within five (5) Business Days of Contract award, the SMD shall provide to DJS the name(s) and qualifications of all trainers and a copy of the course curriculum. On each date that a training session occurs, the SMD shall provide to DJS:

- A. A list, by facility and date, of all employees that received training documented on the DJS Bloodborne Pathogen Standard Training Record;
- B. A summary of services provided documented on the DJS Bloodborne Pathogen Training Encounter Form; and
- C. The original DJS Hepatitis B Employee Record Form completed by new employees at the time of initial training.

2.3.15.2.2 Upon request of any State Agency, the Contractor shall conduct general or specialized on-site medical training (for example: smoking cessation). Within 10 calendar days of Contract Commencement, the Contractor shall provide the Contract Manager with a list of topics for which agencies may request training. The Contractor shall have specific instruction available on bloodborne pathogens, ergonomics, smoking

cessation, weight loss, nutrition, glucose monitoring, blood pressure monitoring and U.S. Department of Transportation (USDOT) Medical Examination trainings. Each training session shall be a minimum of one hour.

If on-site medical training is needed beyond 75 miles of 301 W. Preston St, Baltimore, MD, the Contractor may charge mileage beyond the 50th mile to the site of training and from the site back to the 75th mile.

For on-site medical training requested beyond 75 miles the State will:

- A. Pay mileage in accordance with State Travel Regulations and,
- B. Pay 50% of the training session rate as specified in the Financial Proposal for Education Services

The Contractor must provide supporting documentation in the form and format as outlined by the Contract Manager.

The Contractor will be paid the firm fixed unit price per training session as specified in its Financial Proposal for each training session performed, after the appropriate requesting Agency (DJS or otherwise) receives and approves the list of employees who were trained.

2.3.16 Hepatitis B Vaccinations

In accordance with the U.S. Public Health Service guidelines and OSHA standard specified in 29 CFR 1910.1030 (Appendix 7), the SMD shall administer Hepatitis B vaccinations to employees who have potential for exposure to bloodborne pathogens in the workplace and agree to be vaccinated. A licensed nurse working under the supervision of a licensed physician shall administer the vaccinations.

Hepatitis B vaccinations shall be offered to employees who have potential for exposure to bloodborne pathogens after they receive bloodborne pathogen training.

Within five (5) calendar days after Contract Commencement, the SMD shall provide to the Contract Manager the name(s) and qualifications of all staff administering vaccinations. The SMD will provide the Contract Manager any updates of staff qualifications as staff changes occur. A vaccination shall not be performed by a person whose identity and qualifications have not been provided and approved by the Contract Manager.

Each time vaccinations are administered, the SMD shall provide to the DAC:

- A. A list, by facility and date, of all employees that received the Hepatitis B vaccination documented on the Bloodborne Pathogen Standard Training Record;
- B. The original Hepatitis B Vaccine Information Form;
- C. The original consent form signed by each employee who receives the Hepatitis B vaccination; and

- D. The original Hepatitis B Declination Form signed by each employee who declines the Hepatitis B vaccination.

The licensed nurse shall provide each employee who has received a Hepatitis B vaccine with a vaccine reminder card, indicating when the employee is due for the next dose.

The actual amount charged to the State for Hepatitis B vaccinations shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule.

2.3.17 Post-Exposure Testing, Counseling, and Treatment (Post-Exposure Prophylaxis)

- 2.3.17.1 As soon as possible after an incident of potential bloodborne pathogen exposure, the SMD shall secure consent and collect the employee's blood. The SMD shall have the blood tested for Hepatitis B virus (HBV), Human Immunodeficiency Virus (HIV), and Hepatitis C Virus (HCV) at a laboratory accredited by the College of American Pathologists, registered in accordance with the Clinical Laboratory Improvement Act (CLIA) and licensed by the State of Maryland.

The SMD shall advise the employee of the results of the blood test and the SMD shall also discuss the possibility of HBV, HIV, and HCV infection(s) and laws and regulations concerning disclosure and infection. In accordance with the latest Centers for Disease Control and Prevention (CDC), OSHA, and U.S. Public Health Service guidelines, the SMD shall discuss the need for post-exposure prophylaxis (PEP) for Hepatitis B virus (HBV) and Human Immunodeficiency Virus (HIV) with the employee. If clinically indicated, the SMD shall provide OR make arrangements for the provision of PEP within 24 hours post-exposure for the following:

1. Hepatitis B vaccine;
 2. Hepatitis B Immune Globulin (HBIG); and
 3. Antiretroviral drugs for HIV after a high risk event to stop HIV seroconversion.
- A. The Hepatitis B vaccine and Hepatitis B Immune Globulin (if HBIG is clinically indicated) shall be given as soon as possible within the 24-hour window post-exposure. If these are not available at the SMD site, the SMD shall make arrangements for these to be provided at another location (e.g. hospital emergency department) within 24 hours post-exposure as described below.
- B. Antiretroviral drugs for HIV exposure shall be started as soon as possible within the 24-hour window post-exposure. If these are not available at the SMD site, the SMD shall make arrangements for these to be provided at another location (e.g. hospital emergency department) as described below.
1. SMD shall call the local hospital emergency department and confirm they have the appropriate PEP indicated for the case (e.g. Hepatitis B vaccine, Hepatitis B Immune Globulin, antiretroviral drugs for HIV);
 2. SMD shall speak to the emergency department physician to identify the employee and order the specific PEP to be administered;

3. Working with the emergency department physician, SMD shall schedule the employee to receive the specific PEP at the emergency department within 24 hours post-exposure.
- C. If a prescription for antiretroviral drugs for HIV is to be written by the SMD instead of administration at a local hospital emergency department, the SMD shall write the prescription, and call a local 24-hour pharmacy to confirm that the prescription can be filled.
- D. Following administration of the initial Hepatitis B vaccination, the SMD shall administer the remaining Hepatitis B vaccinations in the series according to the latest recommendations and time table of the CDC, OSHA, and U.S. Public Health Service.
- E. If the initial Hepatitis B vaccine (with or without Hepatitis B Immune Globulin) is administered, the SMD shall provide a written report of vaccination (with or without HBIG) to the employee and DAC within fifteen (15) calendar days of the initial vaccination. The SMD shall also counsel the employee regarding the need to complete the Hepatitis B vaccine series. If the employee declines the vaccine or HBIG, the SMD will provide the DAC a written report of declination within fifteen (15) calendar days of the declination.
- F. If antiretroviral drugs for HIV are initiated to stop HIV seroconversion, the SMD shall provide a written report on the use of antiretroviral drugs to the employee and DAC within fifteen (15) calendar days of starting their use. The SMD shall also counsel the employee regarding the need to complete the entire course of antiretroviral drugs for HIV. If the employee declines the use of antiretroviral drugs, the SMD will provide the DAC a written report of their declination within fifteen (15) calendar days of the declination.
- G. If post-exposure prophylaxis (PEP) for Hepatitis C virus (HCV) becomes available during the course of this contract, in accordance with the latest CDC, OSHA, and U.S. Public Health Service guidelines, as amended, the SMD shall discuss the need for post-exposure prophylaxis for Hepatitis C virus with the employee. If clinically indicated, the SMD shall provide or make arrangements for the provision of PEP within 24 hours post-exposure at another location (e.g. hospital emergency department). The SMD's responsibilities may include initial PEP actions (e.g. vaccination) with the possibility of one or more follow-up PEP actions (e.g. additional vaccinations).
- H. The SMD shall also apprise the Workers' Compensation third party administrator of any post-exposure testing, counseling and treatment (post-exposure prophylaxis).
- I. Please note that bloodborne pathogen exposures that occur during the performance of job duties would represent a form of work injury and would

typically initiate a workers' compensation claim with anticipated workers comp coverage. Although coverage is not guaranteed in all cases, when compensable, billing for these services shall be covered through the third party administrator responsible for Workers Compensation.

- J. If the employee refuses HIV testing, the SMD shall retain the blood sample for ninety (90) calendar days to allow the employee an opportunity to reconsider.
- K. If the employee refuses HBV and HCV testing, the SMD shall retain the blood sample for ninety (90) calendar days to allow the employee an opportunity to reconsider.
- L. If medically indicated, the SMD shall evaluate exposed employees for subsequent illnesses.
- M. The actual amount charged to the State for tests for HIV, HBV and HCV shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule for such tests. The Contractor will be paid the firm fixed unit price per counseling session as specified in its Financial Proposal for each counseling session performed, after the DAC receives and approves the written reports referenced above.

2.3.18 Vaccination Services

The Contractor shall provide on-site vaccination services to all State agencies upon request of a DAC. As described below, agencies will guarantee a minimum of 10 vaccinations will be performed on each such occasion.

Subject to the caveat in the "Note" below, if on-site vaccination service is needed beyond 75 miles of 301 W. Preston St, Baltimore, MD, the Contractor may charge mileage beyond the 75th mile to the site of vaccination services and from the site back to the 75th mile.

For vaccination services requested beyond 75 miles the State will:

- A. Pay mileage in accordance with State Travel Regulations and,
- B. Pay 50% of the training session rate as specified in the Financial Proposal for Education Services, in tenth of an hour increments, rounded to the nearest tenth of an hour, for the time expended by the person(s) administering the vaccinations to travel from the 75th mile to the site of the vaccinations and from the site of the vaccinations back to the 75th mile from 301 W. Preston St. in Baltimore.

The Contractor must provide supporting documentation in the form and format as outlined by the Contract Manager.

Note: if the Contractor is scheduled to be at a particular site for services other than strictly vaccination services (e.g., training sessions when vaccinations are also provided), the

Contractor may not bill for additional travel and time since the training session fee already compensates the Contractor for these expenses.

The Contractor shall bill a “per vaccine” price for each employee vaccinated, and if applicable, mileage and 50 % of training session rates. In the event that fewer than 10 employees are vaccinated, the Contractor may still bill for 10 vaccinations and if applicable, mileage and 50% of training session rates. The actual amount charged to the State for vaccinations shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule. If no rate has been established, the Contractor shall provide a written justification, supported by the documentation of the usual and customary fee within the medical industry for this service. The Contract Manager will determine a fair and reasonable fee after consideration of the Contractor’s justification.

2.3.18.1 Tuberculosis Testing

Tuberculosis (TB) testing is required for Routine Pre-Placement Physicals as described in Section 2.3.1, the Contractor shall administer annual follow-up TB testing services to all State agencies upon the request of a DAC.

As described below, agencies will guarantee a minimum of 10 TB tests will be performed on each occasion of an annual follow-up.

Subject to the caveat in the “Note” below, if on-site TB testing service is needed beyond 75 miles of 301 W. Preston St, Baltimore, MD, the Contractor may charge mileage beyond the 50th mile to the site of TB testing services and from the site back to the 75th mile.

For TB testing services requested beyond 75 miles the State will:

- A. Pay mileage in accordance with State Travel Regulations and,
- B. Pay 50% of the training session rate as specified in the Financial Proposal for Education Services, in tenth of an hour increments, rounded to the nearest tenth of an hour, for the time expended by the person(s) administering the TB testing to travel from the 75th mile to the site of the TB testing and from the site of the TB testing back to the 75th mile from 301 W. Preston St. in Baltimore.

The Contractor must provide supporting documentation in the form and format as outlined by the Contract Manager.

Note: if the Contractor is scheduled to be at a particular site for services other than strictly TB testing services (*e.g.*, training sessions when TB testing are also provided), the Contractor may not bill for additional travel and time since the training session fee already compensates the Contractor for these expenses.

The Contractor shall bill a “per TB test” price for each employee tested, and if applicable, mileage and 50 % of training session rates. In the event that fewer than 10 employees are vaccinated, the Contractor may still bill for 10 TB tests and if applicable, mileage and 50% of training session rates. The actual amount charged to

the State for TB tests shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule.

2.3.19 USDOT-Regulated Physical Examinations

In accordance with 49 CFR 391 and the Medical Guidelines of the Federal Motor Carrier Safety Administration (FMCSA), the SMD shall perform US DOT-Regulated Physical Examinations on employees/applicants who are in classifications requiring them to qualify for a USDOT medical card to obtain and maintain a Commercial Driver's License (CDL).

The examination shall include all of the standardized medical elements required by the USDOT for CDL holders. In some situations, the USDOT physical exam serves as the pre-employment physical exam or as part of a broader physical that evaluates medical capabilities and limitations beyond the USDOT medical qualifications standards.

The SMD shall record the results of the physical in the form that satisfies USDOT requirements. The SMD shall provide a copy of the USDOT Medical Examiner's Certificate to the employee/applicant if they pass the examination.

If the employee/applicant fails the examination, or is awarded a certificate of less than 12 months, the SMD shall provide an informational document to the employee/applicant to be given to the employee's private healthcare provider. The informational document shall include:

- A. The reason for the examination failure or certificate of less than 12 months; and,
- B. The medical documentation or actions the SMD requires from the healthcare provider to address the issue(s).

The SMD shall provide the multipage USDOT exam report and the copy of the USDOT Medical Examiner's Certificate to the DAC. The SMD shall provide the finalized USDOT exam report and certificate within 24 hours of a definitive pass or definitive fail.

All health professionals at the Contractor's medical sites who perform USDOT-Regulated Physical Examinations on CDL operators shall:

- A. Pass the national certification exam for medical examiners;
- B. Be listed in the FMCSA's National Registry of Certified Medical Examiners; and
- C. Maintain active certification in accordance with FCMSA requirements.

The Contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each USDOT-Regulated Physical Examination performed, after the DAC receives and approves the examination form described above.

2.3.20 Drug and Alcohol Collection; Administrative and Operational Requirements

The contractor shall perform the administrative and operational controls as outlined in the following, as amended:

- A. 49 CFR Part 40 Subpart C Urine Collection Personnel; Subpart D Collection Sites, Forms, Equipment and Supplies; and Subpart E Urine Specimen Collections.
- B. Substance Abuse & Mental Health Services Administration of the U.S. Department of Health & Human Services (SAMHSA) Urine Specimen Collection Handbook.

2.3.21 USDOT-Regulated Drug Testing

In accordance with requirements of the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the SMD shall conduct drug tests of safety-sensitive employees/applicants under the following circumstances: follow-up, post-accident, pre-employment, random, reasonable suspicion and return to duty.

Screening test results shall be determined positive in accordance with 49 CFR 40.87 cutoff levels. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

Figure 1: USDOT-Regulated Drug Testing

Initial Test	Initial Test Cutoff ¹	Confirmatory Test Cutoff
Marijuana metabolites (THCA) ²	50 ng/mL ³	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL ³	100 ng/mL.
Codeine/ Morphine	2000 ng/mL	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	10 ng/mL.
Phencyclidine	25 ng/mL	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	250 ng/mL. 250 ng/mL.
MDMA ⁴ /MDA ⁵	500 ng/mL	250 ng/mL. 250 ng/mL.

¹For grouped analytes (e.g., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (e.g., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

²An immunoassay must be calibrated with the target analyte, Δ -9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³Alternate technology (THCA and Benzoylecgonine): When using an alternate technology initial test for the specific target analytes of THCA and Benzoylecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (e.g., 15 ng/mL for THCA and 100ng/mL for Benzoylecgonine).

⁴Methylenedioxymethamphetamine (MDMA).

⁵Methylenedioxyamphetamine (MDA).

Drug tests shall be administered in accordance with the following regulations/guidelines:

- A. 14 CFR Parts 61, 63, 65, 121 & 135 - FAA Substance Abuse Testing Rules.
- B. 49 CFR Part 40 - US DOT Drug & Alcohol Testing Protocols.
- C. 49 CFR Part 382 – FMCSA Controlled Substances & Alcohol Use & Training.
- D. 49 CFR Part 383 - FMCSA CDL Standards, Requirements & Penalties.
- E. 49 CFR Part 392 – Driving of Commercial Vehicles.
- F. 49 CFR Part 395 - Hours of Service of Drivers.
- G. 49 CFR Part 655 - FTA's Final Rule on Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operations.
- H. MRO Guidance Manual - U.S. Department of Health & Human Services (SAMHSA).
- I. The Substance Abuse Professional Guidelines.
- J. 41 U.S.C.A. § 8103 is the Citation to: "Drug-free workplace requirements for Federal grant recipients" - US DOT Drug Free Workplace Act Implementation.

The laboratory used for testing shall be:

- A. Certified by the Department of Health and Human Services under the National Laboratory Certification Program (NLCP) for all testing required under 49 CFR Part 40; and
- B. A Maryland State Clinical Laboratory licensed by the Maryland Department of Health, Office of Health Care Quality (MDH-OHCQ).

The SMD shall require that all donors present photo identification (e.g., driver's license, employee badge issued by the state, or an alternative photo identification issued by a federal, state, or local government agency), or positive identification by the supervisor of the donor.

The SMD shall conduct drug tests, maintain required data and prepare necessary reports on employees/applicants, in accordance with federal regulations/guidelines.

The SMD shall report all negative and positive drug tests in accordance with the guidelines established in the MRO Manual.

The SMD shall function as the MRO in receiving and interpreting the laboratory urinalysis reports and advising agencies on positive/negative findings, in accordance with 49 CFR, Part 40. Additional guidelines for performing MRO functions are contained in the MRO Manual.

In the event the Federal Government imposes additional requirements for drug testing, the Contractor may be reimbursed for specific additional costs associated with such requirements. The Contractor shall submit all billing associated with these additional requirements.

All billing shall be for the exact amount charged by the providing specialist/laboratory without any markup or additional charges and may not exceed the actual amount charged to the State for any medical specialist or laboratory services rates authorized by the Workers Compensation Commission in the Maryland Medical Fee Schedule for the same procedure, provided a rate has been established for the procedure.

The SMD shall provide written results of all confirmed negative drug screens to the DAC within two (2) Business Days of the date of collection. The SMD shall provide written results for all non-negative drug screens and confirmed positive tests to the DAC within five (5) Business Days of the date of collection.

The Contractor will be paid the firm fixed unit price per test specified in its Financial Proposal for each USDOT-Regulated Drug Test performed, after the DAC receives and approves the reports described above.

2.3.22 USDOT-Regulated Alcohol Testing

2.3.22.1 In accordance with requirements of the FAA, FHWA and FTA, the SMD shall conduct alcohol tests of safety-sensitive employees/applicants under the following circumstances: follow-up, post-accident, pre-employment, random, reasonable suspicion and return to duty.

2.3.22.2 Alcohol tests shall be administered in accordance with the following regulations:

- A. 14 CFR Parts 61, 63, 65, 121 and 135 – FAA Substance Abuse Testing Rules.
- B. 49 CFR Part 40 – US DOT Drug & Alcohol Testing Protocols.
- C. 49 CFR Part 382 – FMCSA Controlled Substances & Alcohol Use & Training.
- D. 49 CFR Part 383 – FMCSA CDL Standards, Requirements & Penalties.
- E. 49 CFR Part 392 – Driving of Commercial Vehicles.
- F. 49 CFR Part 395 – Hours of Service of Drivers.
- G. 49 CFR Part 655 – FTA’s Final Rule on Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operations.

2.3.22.2.1 The SMD's Breath Alcohol Technicians and Screening Test Technicians shall ensure that all alcohol tests are administered in accordance with 49 CFR Part 40, Subpart L.

2.3.22.2.2 Each confirmed test result with a reading of 0.02 or greater shall be immediately reported to the DER.

2.3.22.2.3 Each Breath Alcohol Technician and Screening Test Technician shall be certified.

2.3.22.2.4 Within two (2) Business Days of the alcohol test, the SMD shall provide all confirmed results by secure transmission to the DER.

2.3.22.2.5 The Contractor will be paid the firm fixed unit price per test specified in its Financial Proposal for each USDOT-Regulated Alcohol Test performed, after the DER receives and approves the reports described above.

2.3.23 USDOT Regulated/Non-Regulated Substance Abuse Evaluations

2.3.23.1 The SMD shall perform the responsibilities of a Substance Abuse Professional (SAP) in accordance with USDOT regulations for CDL drivers pursuant to 49 CFR Part 40, as amended.

NOTE: The SAP that has given a treatment recommendation, may not provide treatment to the same employee.

2.3.23.2 For employees not subject to Federal DOT drug and alcohol regulations, (e.g. safety-sensitive employees, post-accident employees, reasonably suspicious employees, etc.), the SMD shall perform the responsibilities of a Substance Abuse Counselor (SAC).

A SAC shall perform a comprehensive, face-to-face assessment or an assessment utilizing permissible modalities of interaction in accordance to 49 CFR Part 40, as amended.

The SAC shall perform clinical evaluations of an employee to determine if the individual needs assistance in resolving problems associated with alcohol and/or drug use in accordance with 49 CFR Part 40, as amended. If the employee is in need of assistance as a result of this evaluation, the SAC recommends a course of treatment with which the individual must demonstrate successful compliance prior to returning to duty. Treatment recommendations may include, but are not limited to, inpatient and/or outpatient treatment, educational programs and aftercare. After determining an appropriate treatment recommendation, the SAC shall serve as a referral source to facilitate the individual's entry into an acceptable treatment or educational program.

NOTE: The SAC that has given a treatment recommendation, may not provide treatment to the same employee.

After treatment but prior to the employee's return to duty, the SAP or SAC shall conduct a face-to-face evaluation or an assessment utilizing permissible modalities of interaction within three (3) Business Days of an individual demonstrating successful compliance with the recommendations of the initial evaluation.

The SAP or SAC may be required to conduct a face-to-face consultation or an assessment utilizing permissible modalities of interaction with the employee between the initial evaluation and the return to duty evaluation. All follow-up evaluations will be approved by the DER or ATR.

The SAP or SAC shall formulate a follow-up testing plan for the employee. The SAP or SAC shall determine the number and frequency of unannounced follow-up tests.

The SAP or SAC shall provide the written report, to include confirmation of compliance (or non-compliance) with the recommended course of education and/or treatment. The report shall be submitted in a secure transmission to the DER or ATR within two (2) Business Days following the compliance determination.

The actual amount charged to the State for SAP or SAC services shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule for the same procedures.

MDOT requires that the SMD provide the following MDOT specific services (Sections 2.3.24 through 2.3.25.2):

2.3.24 MDOT Physical Examinations

2.3.24.1 FAA 2nd Class Airmen Certification Physicals

A physical examination shall be administered by the SMD in accordance with 14 CFR Parts 61 and 67.

The SMD shall record the results of the examination in the form and format as outlined by the FAA. The SMD shall provide the medical certificate to the employee/applicant if they pass the examination. A copy of the medical certificate shall be provided to the DAC within 24 hours of a definitive pass.

If the employee/applicant fails the examination, the SMD shall provide an informational document to the employee/applicant to be given to the employee's private healthcare provider. The informational document shall include:

- A. The reason for the examination failure; and,
- B. What medical documentation or actions the SMD requires from the healthcare provider to address the medical issue(s).

The SMD may consult with the FAA, when applicable, to address the medical issue(s) of concern.

When the employee/applicant is considered part of a Special Issuance Category, the SMD shall provide an informational document to the employee/applicant to be given to the employee's private healthcare provider. If the areas of concern are appropriately addressed, a new certificate with a new expiration date shall be issued. A copy of the medical certificate shall be provided to the DAC within 24 hours of issuance of the new certificate.

The Contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each FAA 2nd Class Airmen Certification Physical, after the physical is performed and the results are approved by the DAC.

2.3.25 Non-Regulated/Substance Abuse Testing

Non-federal drug test shall be administered in accordance with requirements of the COMAR 11.02.11 and COMAR 17.04.09, the SMD shall conduct drug and/or alcohol tests of employees/applicants under the following circumstances: follow-up, post-accident, pre-employment, random, reasonable suspicion, return to duty and personnel actions as defined in COMAR 17.04.09.01.

2.3.25.1 Non-Federal Drug Testing

2.3.25.1.1 For non-federal drug tests, screening test results shall be determined to be positive based on the following cutoff levels (expressed in nanograms per milliliter):

Figure 2: Non-Federal Drug Testing

Initial Test	Initial Test Cutoff	Confirmatory Test Cutoff
Marijuana	50	15 ng/mL.
Cocaine	300	150 ng/mL.
Opiates	300	300 ng/mL.
1. Codeine		300 ng/mL.
2. Morphine		300 ng/mL.
3. 6-Acetylmorphine		10 ng/mL.
Amphetamines	1000	1000 ng/mL.
1. Amphetamine		500 ng/mL.
2. Methamphetamine		500 ng/mL.*
3. Ecstasy/MDMA (3,4-methylenedioxy-methamphetamine)	500	250 ng/mL.
4. MDA (3,4-methylenedioxyamphetamine)	500	250 ng/mL.
5. MDEA (3,4-methyleledioxy-N-ethyl-amphetamine)	25	25 ng/mL.
6. Phencyclidine	25	25 mg/mL.

**Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/ml.

2.3.25.1.2 Non-federal drug tests shall be administered in accordance with the following State regulations:

- A. Section 17-214(d) Health-General Article, Annotated Code of Maryland (Notification Requirements for positive tests)
- B. Governor’s Executive Order 01.01.1991.16 – State of Maryland Substance Abuse Policy
- C. Section 2-103 Transportation Article, Annotated Code of Maryland (General Authority to Promulgate Rules and Regulations)
- D. Maryland Police and Correctional Training Commission - Title 12, Subtitle 4, Chapter 1

The contractor shall perform the administrative and operational controls as outlined 2.3.20.

Non-federal drug tests collections shall require split sample testing as specified in the federal guidelines.

The laboratory used for the prescribed urine drug testing shall be certified throughout the duration of the contract with:

1. A Maryland State Clinical Laboratory License issued by the Maryland Department of Health, Office of Health Care Quality (MDH-OHCQ);
2. A Substance Abuse & Mental Health Services Administration of the U.S. Department of Health & Human Services (SAMHSA) Certification; and
3. A Clinical Laboratory Improvements Act of 1988 Certification (CLIA).

The SMD shall require that all donors present photo identification (e.g., driver's license, employee badge issued by the state, or an alternative photo identification issued by a federal, state, or local government agency), or positive identification by the supervisor of the donor.

The initial screening test shall follow the current requirements for safety-sensitive positions established by MDOT and State government, as amended. The creatinine and pH levels shall comply with the criteria established in 49 CFR 40. The confirmatory test shall be Gas Chromatography-Mass Spectrometry.

The SMD shall report all negative and positive drug tests to the designated DAC in accordance with the guidelines established in the MRO Manual.

The SMD shall function as the MRO in receiving and interpreting the laboratory urinalysis reports and advising agencies as to positive/negative findings, in accordance with 49 CFR, Part 40. Further guidelines are contained in the MRO Manual.

The SMD shall provide written results of all confirmed negative drug screens to the ATR within two (2) Business Days of the Contractor's receipt of the laboratory results. The Contractor shall submit the written results in a secure transmission to the requesting agency.

The SMD shall provide written results for all non-negative drug screens and confirmed positive tests to the ATR within seven (7) Business Days of the Contractor's receipt of the laboratory results. The Contractor shall submit the written results in a secure transmission to the requesting agency.

The Contractor will be paid the firm fixed unit price per test specified in its Financial Proposal for each Non-Regulated/Substance Abuse Drug Test performed, after the ATR receives and approves the results described above.

- 2.3.25.1.3 For MTA Police non-federal drug tests, screening test results shall be determined to be positive based on the following cutoff levels (expressed in nanograms per milliliter):

Figure 3: MTA Police Non-Federal Drug Testing

MTA Police Pre Employment Tests Only	Initial Test Cutoff	Confirmatory Test Cutoff
Marijuana	50	15 ng/mL.
Cocaine	300	150 ng/mL.
Opiates	300	300 ng/mL.
Amphetamines	1000	500 ng/mL.
Ecstasy/MDMA (3,4- methylenedioxy-methamphetamine)	500	250 ng/mL.
MDA (3,4- methylenedioxyamphetamine)	500	250 ng/mL.
MDEA (3,4-methyleledioxy-N-ethyl- amphetamine)	500	250 ng/mL.
Phencyclidine	25	25 ng/mL.
Barbiturates	300	200 ng/mL.
Benzodiazapines	300	100 ng/mL.

2.3.25.1.4 For MdTA Police non-federal drug tests, screening test results shall be determined to be positive based on the following cutoff levels (expressed in nanograms per milliliter):

Figure 4: MdTA Police Non-Federal Drug Tests

MdTA Police Pre Employment Tests Only	Initial Test Cutoff	Confirmatory Test Cutoff
Marijuana	50	15 ng/mL.
Barbiturates	200	200 ng/mL.
Benzodiazepines	200	100 ng/mL.
Cocaine	300	150 ng/mL.
Opiates	2000	2000 ng/mL.
Amphetamines	1000	500 ng/mL.
Phencyclidine	25	25 ng/mL.
Barbiturates	300	200 ng/mL.
Benzodiazepines	300	100 ng/mL.

2.3.25.2 Alcohol Testing

Non-federal alcohol tests shall be administered in accordance with the following State regulations:

- A. Governor's Executive Order 01.01.1991.16 – State of Maryland Substance Abuse Policy
- B. Section 2-103 Transportation Article, Annotated Code of Maryland (General Authority to Promulgate Rules and Regulations)
- C. Code of Maryland Regulations, Title 12, Subtitle 4, Ch. 1: Maryland Police and Correctional Training Commission

The SMD's Breath Alcohol Technicians shall demonstrate proficiency in the operation of the Evidential Breath Testing Device and shall ensure that all alcohol tests are appropriately administered by:

- A. Maintaining the integrity of the breath alcohol test;
- B. Carefully ensuring the privacy of the donor by conducting the test in a location that prevents unauthorized persons from observing the test or the results;
- C. Following the quality assurance plans for the inspection, maintenance and calibration of the testing device which shall include:
 - 1. Documented daily calibrations;
 - 2. Proven recalibrations following a failed daily calibration, and after every positive BAT reading; and,
 - 3. An available replacement device for each site if the breath alcohol machine is taken out of service.
- D. Immediately contacting the designated DAC for guidance when test problems occur.

Confirmed test results with a reading of 0.02 or greater shall be immediately reported to the DAC or designee.

The SMD shall provide written results of all confirmed alcohol tests to the DAC within two (2) Business Days of the date of collection. The Contractor shall ensure the written results are submitted to the requesting agency.

The Contractor will be paid the firm fixed unit price per test specified in its Financial Proposal for each Non-Regulated/Substance Abuse Test performed, after the DAC receives and approves the reports described above.

2.3.26 Contractor No Show/Late Fees

The State is permitted to charge an amount equivalent to 50% of the firm fixed unit price per event specified in its Financial Proposal if a Contractor fails to attend or arrives 30 or more minutes late for agency-scheduled onsite services. An event represents onsite services by number of employees scheduled or milestones.

A no show fee may not be applied if the Contractor provides at least 24 hours advance notice of cancellation, late arrival, or extraordinary circumstances (inclement weather closures, acts

of God, etc.) will be reviewed on a case-by-case basis and approved by the Contract Manager as to whether a “no show” fee may be charged.

2.3.27 Reporting

All Contractor reports shall be in the form and format as approved by the Contract Manager. All required fields shall be filled in correctly prior to submission.

2.3.27.1 24/7 Facility Utilization

The Contractor shall provide the Contract Manager monthly 24/7 Facility Utilization reports which includes the applicable agency name, applicable RFP section, total units and amount billed to the agency.

The Contractor shall submit the 24/7 Facility Utilization reports by the 8th of each month for the proceeding month’s services.

2.3.27.2 Ad-Hoc Reports

The Contractor shall provide the Contract Manager Ad-Hoc reports, as requested, which shall include but not be limited to:

- A. Agencies dollars used to date;
- B. Total contract usage annually;
- C. Total contract usage year to date;
- D. Percentage of one visit cases;
- E. Cases with prescription’s, average prescriptions per case;
- F. Percentage of cases with diagnostics, average diagnostics/cases with diagnostics;
- G. Average SMD visits per case, average SMD charges per case, percentage of cases referred to specialists;
- H. Cases of physical therapist visits; percentage of physical therapist visits;
- I. Percentage of off-duty cases, average off-duty days;
- J. Percentage of limited duty cases, average of limited duty days; and
- K. Percentage of regular duty cases.

2.3.27.3 Deck Report

The Contractor shall provide the Contract Manager quarterly deck reports, which at a minimum shall include MBE summary reports, aging reports, financial revenue summary reports, performance guarantee report cards, utilization reports, 24/7 facility utilization reports, payment tracking reports, Ad-Hoc reports as requested and statistics to include total units by service, total revenue by service, top five (5) agencies by volume and top five (5) agencies by revenue.

The Contractor shall submit the deck report within five (5) Business Days of the scheduled quarterly meeting date.

2.3.27.4 Medical Specialist and Laboratory Services

The Contractor shall provide the Contract Manager monthly medical specialist and laboratory services reports which shall include a summary of any referred exam or service, date of service and acknowledgement of DAC approval.

The Contractor shall submit the medical specialist and laboratory services reports by the 8th of each month for the proceeding month's services.

2.3.27.5 Payment Tracking

The Contractor shall provide the Contract Manager monthly payment tracking reports which shall include all agency names, applicable invoice number, amount due, balance due, paid date and confirmation of payment.

The Contractor shall submit the Payment Tracking reports by the 20th of the month for the preceding month's services.

2.3.27.6 Performance Guarantee Report Cards

The Contractor shall provide the Contract Manager quarterly report cards which include, but are not limited to, performance guarantee descriptions, performance goals, actual performance measurement, variance details of each non-compliant component and detailed supporting documentation for each Performance Guarantee ("Report Cards"). (See Appendix 10) Performance Guarantees.

The Contractor shall submit the Report Cards within forty-five (45) calendar days following the end of each quarter.

2.3.27.7 Utilization Reports

The Contractor shall provide the Contract Manager monthly, quarterly and annual aggregate reporting of plan utilization and data. Utilization reports shall include all state utilization of services by agency name, applicable RFP section or WCC CPT Code, quantities per agency and unit totals.

The Contractor shall submit the Utilization reports by the 20th of the month for the preceding month's services.

2.3.27.8 Workers' Compensation Treatment Provider Reports

The Contractor shall provide the Contract Manager and the third party administrator (for services listed under Section 3.3.11 and 2.3.12) with monthly reports on statistical and trending information, including but not limited to, the number of new employees treated, number of employees under continuing care, number and type of services provided, number of employees returned to full time duty and modified duty, number of employees opting out of care of the SMD, number of employees referred for physical therapy and treatments utilized for such employees, and the number of employees referred to other medical specialists outside of the SMD practice.

The Contractor shall submit the Workers' Compensation Treatment Provider reports by the 15th of the month for the preceding month's services.

2.3.28 Meetings

2.3.28.1 The Contractor shall attend weekly, monthly, quarterly, bi-annual and annual meetings, as required, with the Contract Manager.

2.3.28.2 The Contractor shall provide meeting minutes to the Contract Manager and attendees within two (2) Business Days for weekly meetings; and within 10 Business Days for monthly, quarterly, bi-annually and annual meetings.

2.3.29 Optional 24/7 Service Facility

2.3.29.1 As an optional service, the State requires a 24/7 location to perform services listed in Sections 2.3.21, 2.3.22 and 2.3.23 above within the area of Baltimore City identified in 3.2.22.2. During Normal State Business hours the Contractor would conduct all services listed above at the specified location within Baltimore City. After normal business hours (5:01pm Friday – 7:59am Monday) and on weekends and holidays, the Contractor shall minimally conduct USDOT drug and alcohol testing at the specified location within Baltimore City.

2.3.29.2 The Contractor shall test, take samples and/or obtain specimens for anyone subject to non-federal drug and alcohol testing who are unable to travel to a 24/7 facility in the timeframes statutorily determined to preserve the integrity of the test, outside normal state business hours only. This section is limited to Allegany, Garrett, Somerset, St. Mary’s, Wicomico and Worcester Counties.

2.3.29.3 The proposed location must be within a 6-mile radius of the intersection of E Pratt Street and Light Street.

2.3.29.4 The Contractor will be paid a fixed monthly fee by the using agencies to operate the 24/7 operation location. Fixed fees will be paid for any services rendered at the location based on prices quoted in the Financial Proposal.

2.3.30 Implementation Schedule

2.3.30.1 The Contractor shall begin implementation activities including an implementation meeting with the State upon Contract commencement and complete all implementation activities as needed to be prepared to commence services on or about April 1, 2022. The following are high-level milestones and the State’s desired due dates, where applicable:

Figure 5: Implementation Schedule

Date	Activity

Within 10 Business Days of the approval of contract award by Board of Public Works	Operational contract kick off meeting with the State of Maryland.
Within 30 calendar days of the approval of contract award by Board of Public Works	Begin implementation planning and meetings with the State of Maryland. Provide to the State for approval the implementation plan.
Within 45 calendar days of the approval of contract award	Provide draft educational materials for all specific types of SMD and occupational services to the Contract Manager.
	The Contractor shall submit a draft invoice in a secure electronic transmission for approval in the form and format approved by the Contract Manager.
	Begin electronic testing to ensure accurate and secure transmission of confidential information.
Within 90 calendar days of the approval of contract award	Provide to the State an updated list of current providers which the Contractor intends to utilize in its performance of the Contract. The updated list shall include the following for each provider located in the Contractors facilities for this Contract.
	1. Provider’s name;
	2. State of professional license;
	3. Type of professional license;
	4. Professional license expiration (as applicable); and
5. Specialty (as applicable).	
Within 90 calendar days of the approval of contract award	Schedule and complete an onsite walk-through of operational readiness for all services with the State of Maryland for each of the Contractor or subcontractor(s) facilities.
Within 120 calendar days of approval of contract award	Schedule and complete an onsite walk-through of operational readiness for all services with the State of Maryland for each of the Contractor or subcontractor(s) facilities.
October 1, 2022	Go Live Date – Commence SMD and occupational services.

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- 3.1.1 A procurement kick-off meeting will be scheduled for the afternoon of the same day in which the contract award is submitted to the Board of Public Works for approval. The Contractor Account Executive shall participate in a kick-off meeting the afternoon of the same day in which the Contract award is submitted to the Board of Public Works for approval.
- 3.1.2 The Contractor shall attend a Contract kick-off meeting within 10 calendar days of receipt of the NTP Date. At the kick-off, the Contractor Account Executive shall furnish the following:
- A. An updated project plan;
 - B. Background checks (See RFP Section 3.7.2) for identified key personnel; and
 - C. A complete list of current providers which the Contractor intends to utilize in its performance of the Contract. The complete list shall include the following for each prospective provider located in the Contractors proposed facilities for this Contract.
 - 1. Provider's name;
 - 2. State of professional license;
 - 3. Type of professional license;
 - 4. Professional license expiration (as applicable);
 - 5. Type of professional specialty (as applicable);
 - 6. Identify any board certifications; and
 - 7. Board certification expiration (as applicable).

3.2 End of Contract Transition

The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on Contractor, for a period up to 90 Business Days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and support as requested to successfully complete the transition;
- B. Maintain the services called for by the Contract at the required level of proficiency;
- C. Provide updated System Documentation (see Appendix 1), as appropriate;
- D. Provide current operating procedures (as appropriate);
- E. Provide transfer of employee care without interruption to required services to a follow-on Contractor;
- F. Provide all medical records of ongoing cases for workers' compensation cases and non-workers' compensation cases to a follow-on Contractor; and
- G. Provide all medical records of closed cases to a follow-on Contractor upon request.

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

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

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

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

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

1. Any staffing concerns/issues related to the closeout of the Contract;
2. Communications and reporting process between the Contractor, the Department and the Contract Manager;
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 Department or a designee;
5. Any final training/orientation of Department staff;
6. Connectivity services provided, activities and approximate timelines required for Transition-Out;
7. Knowledge transfer, to include:
 - i. A working knowledge of the current system environments as well as the general business practices of the Department;
 - ii. Review with the Department the procedures and practices that support the business process and current system environments;
 - iii. 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;
 - iv. Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
 - v. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
 - ii. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - iii. Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
 - iv. Plans to transfer employee care without interruption to required services to a follow-on Contractor;

- v. Plans to transfer medical records for open workers' compensation cases and non-workers' compensation cases to a follow-on Contractor;
- vi. Process to obtain medical records for closed cases during the Contractors' required duration to retain the State's medical records.

The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Manager.

The Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the Contract Manager 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 shall be available after the expiration of the Contract as described in **Section 3.2.5**.

3.2.1 Return and Maintenance of State Data

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

3.3 Invoicing

3.3.1 General

- A. The Contractor shall submit the original of each invoice in a secure electronic transmission.
- B. All invoices for services shall be certified with an authorizing signature by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1. Contractor name and address;
 - 2. Remittance address;

3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 4. Invoice period (e.g., time period during which services covered by invoice were performed);
 5. Invoice date;
 6. Invoice number;
 7. State assigned Contract number;
 8. State assigned (Blanket) Purchase Order number(s);
 9. Goods or services provided;
 10. Amount due; and
 11. Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- F. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirement have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date. Any invoice received more than 60 calendar days after the end of the Contract termination date will not be paid.

3.3.2 Invoice Submission Schedule

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

- A. All preliminary invoices for services associated with the referring State agencies shall be submitted electronically in a secure transmission to the Contract Manager by the 8th of each month for services performed in the previous month.
- B. Each agency invoice shall be separated into the 20 service categories as described in Section 3 Scope of Work.
- C. Invoices for Medical Specialist and Laboratory Services shall include detailed information about the services performed, as well as the Current Procedural Terminology code on which the fee is based.

- D. Invoices shall clearly identify all reimbursable services and require supporting documentation. The accompanying documentation shall include substantiation of charges billed from the providing specialist or laboratory.
- E. Upon approval by the Contract Manager, the referring State agency will be billed for all services associated with the Authorization Form, reimbursable services and 24/7 facility services, as applicable. The referring State agency will be responsible for the payment of all fees associated with those services (except in Workers' Compensation cases).
- F. Final invoices shall be submitted monthly in a secure transmission to the referring agency by the 15th for services performed in the previous month.

Preliminary and final invoices shall be securely submitted in an electronic format compatible with Microsoft Excel. The invoices shall be in the form and format as approved by the Contract Manager.
- G. For Workers' Compensation cases, the SMD shall accept the rates authorized by WCC in the Maryland Medical Fee Schedule and shall submit any invoices directly to the workers' compensation third party administrator.
- H. For items of work for which there is annual pricing, (see Attachment B) Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

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

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

3.3.4 Travel Reimbursement

Non-routine Travel is defined as travel beyond the 75-mile radius of 301 West Preston Street, Baltimore, Maryland 21201. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov - search: Fleet Management. If non-routine travel is conducted by automobile, the first 75 miles of such travel will be treated as routine travel and as

described in **Section 3.3.7.A**, and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 75-mile radius, only if so specified in the RFP or Work Order.

3.3.5 Electronic Transaction Fee

Contractor shall pay an electronic transaction fee to the State in the amount of one percent (1%) of the total contract sales. The electronic transaction fee is calculated based on all sales transacted under the contract, minus any returns or credits. The electronic transaction fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the contract's unit prices.

The electronic transaction fee shall be submitted to the Department of General Services, Fiscal Services Division, 301 W. Preston Street, Room 1309, Baltimore, MD, 21201, thirty (30) calendar days after the end of each reporting period along with a Monthly Usage Report documenting all contract sales. An excel version of the Monthly Usage Report shall be emailed to dgs.statewidecontractsusagereport@maryland.gov.

Failure to remit transaction fees in a timely manner or remittance of fees inconsistent with the contract's requirements may result in the State exercising all recourse available under the contract including, but not limited to, a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$10,000.00 or one (1%) percent of the contract's estimated annual value, whichever is higher. Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) electronic transaction fee.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in (Attachment D).

3.4.2 Liquidated Damages other than MBE

The Contractor shall comply with the performance guarantees set forth in (Appendix 10), as applicable. Performance guarantees are subject to audit by the State. Any additional performance guarantees being proposed by an Offeror should be included in the Executive Summary.

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's

- operations (including, but not limited to, disruption to information technology systems), however caused.
1. The Contractor shall furnish a DR site.
 2. The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
1. perform a full or partial import/export of State data within 24 hours of a request; or
 2. provide 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 shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or

possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.

- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

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

3.6 Insurance Requirements

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

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 Department should be added as a “loss payee.”
- D. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.
- E. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.

All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than thirty (30) calendar days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) calendar days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least fifteen (15) Business Days prior to the expiration of the insurance policy then in effect.

Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Manager.

Subcontractor Insurance

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

3.7 Security Requirements

The following requirements are applicable to the Contract:

3.7.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times.

3.7.2 Criminal Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Manager or designee with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record to work under this Contract unless prior written approval is obtained from the Contract Manager.

3.7.3 On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.7.4 Information Technology

- A. Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

(Security Logs and Reports Access)

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

3.7.5 Security Plan

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

3.7.6 Security Incident Response

- A. The Contractor shall notify the Department in accordance with **Section 3.7.9A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1. Notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Manager.
 - 2. Notify DBM within two (2) hours if there is a threat to Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and
 - 3. Provide written notice to DBM within one (1) Business Day after Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information DBM requests concerning such unauthorized use or disclosure.
- B. Contractor’s notice shall identify:
 - 1. The nature of the unauthorized use or disclosure;

2. The State data used or disclosed,
 3. Who made the unauthorized use or received the unauthorized disclosure;
 4. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 5. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 6. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.7 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
1. Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 2. Cooperate with the State to investigate and resolve the data breach;
 3. Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 4. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

Additional security requirements may be established in a Work Order.

The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

Provisions in **Sections 3.7.1 – 3.7.10** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4-3.7.10** (or the substance thereof) in all subcontracts.

3.7.8 Data Protection and Controls

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

- 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-3:
<https://csrc.nist.gov/publications/detail/fips/140/3/final>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
- 8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. DBM shall have the right to inspect these policies and procedures and the Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under the Contract.
- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default “deny all” and only allow access by exception.
- 12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. DBM shall have the right to inspect the Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 15) Ensure State data is not processed, transferred, or stored outside of the United States (“U.S.”). The Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on

portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.

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

3.8 Problem Escalation Procedure

The Contractor must provide and maintain a Problem Escalation Procedure to 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.

The Contractor shall provide contact information to the Contract Manager, as well as to other State personnel as directed should the Contract Manager not be available.

The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- A. (PEP) for both routine and emergency situations.
- B. The process for establishing the existence of a problem;
- C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;

- D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- E. Expedited escalation procedures and any circumstances that would trigger expediting them;
- F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- G. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- H. A process for updating and notifying the Contract Manager of any changes to the PEP.

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

3.9 SOC 2 Type 2 Audit Report

3.9.1 A SOC 2 Type 2 Audit applies to the Contract. The applicable trust services criteria are: Security and Confidentiality as defined in the Guidance described in Section 3.9.2 below.

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

- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC 2 Audit Reports shall be submitted to the Contract Manager as specified in Section 3.9.2 (f) below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the Contract effective date unless otherwise agreed to in writing by the Contract Manager. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract

and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.

- B. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 3.7**, relevant to the trust criteria identified in 3.9.1 as defined in the aforementioned Guidance.
- C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the Contractor's and any relevant subcontractor's environment since the previous SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in information technology or the operational infrastructure implemented by the Contractor and/or subcontractor. The Contractor and any relevant subcontractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
- D. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Contractor for the Information Functions and/or Processes for the services provided to the Department under the Contract. The Contractor shall ensure the audit includes all subcontractors operating in performance of the Contract. All SOC 2 Audits, including those of the Contractor and any relevant subcontractor, shall be performed at no additional expense to the Department.
- E. The Contractor shall provide to the Contract Manager, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
- F. If the Contractor, including any relevant subcontractor, currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government information technology and audit authorities whether the Contractor's and any relevant subcontractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- G. If the Contractor and any relevant subcontractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the Contractor and any relevant subcontractor under the

Contract. The Contractor and any relevant subcontractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the Contractor.

- H. Provisions in **Section 3.9.1 and 3.9.2** shall survive expiration or termination of the Contract, and are applicable to the Contractor and any relevant subcontractors.

3.10 Experience and Personnel

3.10.1 Preferred Offeror Experience

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- A. The number of years the Offeror has provided the similar services;
- B. The number of clients/customers and geographic locations that the Offeror currently serves;
- C. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- D. The Offeror's process for resolving billing errors;
- E. An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, subsidiaries of the Offeror; and
- F. References (Submit under TAB H). At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:
 1. Name of client organization;
 2. Name, title, telephone number, and email address, if available, of point of contact for client organization; and
 3. Value, type, duration, and description of services provided. The Department reserves the right to request additional references or utilize references not provided by an Offeror.

The following experience is expected and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

3.10.1.1 MRO

To be qualified to act as an MRO in the DOT drug testing program, you must meet each of the requirements of this section:

- A. Credentials. You must be a licensed physician (Doctor of Medicine or Osteopathy). If you are a licensed physician in any U.S., Canadian, or Mexican jurisdiction and meet the other requirements of this section, you are authorized to perform MRO services with respect to all covered employees, wherever they are located. Possession of certification by a nationally-recognized MRO certification board or subspecialty board for medical practitioners in the field of medical review of DOT-mandated drug tests.
- B. Basic knowledge in the following areas:
 - 1. Possess knowledge and clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results.
 - 2. Possess knowledge about issues relating to adulterated and substituted specimens as well as the possible medical causes of specimens having an invalid result.
 - 3. Possess knowledge of the DOT MRO Guidelines, and the DOT agency regulations applicable to the employers for whom you evaluate drug test results, keep current on any changes to these materials, and must subscribe to the ODAPC list-serve.
- C. Requalification shall include the date of original MRO certification and maintenance of MRO recertification every five (5) years up to the present time.
- D. Documentation. You must maintain documentation showing that you currently meet all requirements of this section.

3.10.1.2 SAP

To be qualified to act as an SAP, you must meet each of the requirements of this section:

- A. Nationally certified* alcohol/drug abuse counselor through:
 - 1. NAADAC/NCC AP - NCAC I, NCAC II, or MAC national credentials only; or,
 - 2. International Certification & Reciprocity Consortium (IC&RC) - ICADC or ICAADC national credentials only; or,
 - 3. National Board of Certified Counselors (NBCC) – MAC national credential only;

Please note that state alcohol/drug abuse counselor credentials and licenses are not accepted.

 - 4. Licensed physician (Doctor of Medicine or Osteopathy); or,
 - 5. Licensed or certified psychologist; or,
 - 6. Licensed or certified social worker; or,

7. Licensed or certified employee assistance professional; or,
8. Licensed or certified marriage and family therapist.

Knowledge and experience in the following areas:

1. Clinical experience in the diagnosis and treatment of substance abuse-related disorders; and,
2. Understanding how the SAP role relates to the special responsibilities employers have for ensuring the safety of the traveling public;
3. Adherence to DOT 49 CFR Part 40, Section 281, Subpart O – Substance Abuse Professionals and the Return- to-Duty Process; and,
4. The nine required components laid out in Section 281 (c), Part 40 of the DOT's agency regulations, SAP guidelines and any significant changes to the SAP guidelines. *Note: Degrees and certificates alone do not confer these knowledge requirements to you.*

- B. Requalification shall include the date of original SAP certification and maintenance of SAP recertification every three (3) years up to the present time.
- C. Documentation. You must maintain documentation showing that you currently meet all requirements of this section.

3.10.1.3 SMD

To be qualified to act as an SMD, you must meet each of the requirements of this section:

- A. Demonstrated skills in an occupational setting including thoughtful administrative management; knowledge of and interactions with safety, industrial hygiene and technology; and sound preventive and clinical medicine, including surveillance, assessment of history and physical findings, diagnoses, treatment, rehabilitation and disposition.
- B. Demonstrated knowledge and experience in the following areas:
 1. Disability management;
 2. Health benefits administration;
 3. Health care safety and occupational health; including knowledge of safety, industrial hygiene, engineering, environmental management, workers' compensation, work injury evaluation and treatment, clinical disciplines; and,
 4. Biological hazards, including effective immunization and infection control practices, post exposure evaluation and medical management.

3.10.2 Personnel Experience

The Offeror shall include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters

of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section. The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

3.10.2.1 MRO

To be qualified to act as an MRO in the DOT drug testing program, you must meet each of the requirements of this section:

- A. Credentials. You must be a licensed physician (Doctor of Medicine or Osteopathy). If you are a licensed physician in any U.S., Canadian, or Mexican jurisdiction and meet the other requirements of this section, you are authorized to perform MRO services with respect to all covered employees, wherever they are located. Possession of certification by a nationally-recognized MRO certification board or subspecialty board for medical practitioners in the field of medical review of DOT-mandated drug tests.
- B. Basic knowledge in the following areas:
 - 1. Possess knowledge and clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results.
 - 2. Possess knowledge about issues relating to adulterated and substituted specimens as well as the possible medical causes of specimens having an invalid result.
 - 3. Possess knowledge of the DOT MRO Guidelines, and the DOT agency regulations applicable to the employers for whom you evaluate drug test results, keep current on any changes to these materials, and must subscribe to the ODAPC list-serve.
- C. Requalification shall include the date of original MRO certification and maintenance of MRO recertification every five (5) years up to the present time.
- D. Documentation. You must maintain documentation showing that you currently meet all requirements of this section.

3.10.2.2 SAP

To be qualified to act as an SAP, you must meet each of the requirements of this section:

- A. Nationally certified* alcohol/drug abuse counselor through:

1. NAADAC/NCC AP - NCAC I, NCAC II, or MAC national credentials only; or,
2. International Certification & Reciprocity Consortium (IC&RC) - ICADC or ICAADC national credentials only; or,
3. National Board of Certified Counselors (NBCC) – MAC national credential only;

Please note that state alcohol/drug abuse counselor credentials and licenses are not accepted.

4. Licensed physician (Doctor of Medicine or Osteopathy); or,
5. Licensed or certified psychologist; or,
6. Licensed or certified social worker; or,
7. Licensed or certified employee assistance professional; or,
8. Licensed or certified marriage and family therapist.

Knowledge and experience in the following areas:

1. Clinical experience in the diagnosis and treatment of substance abuse-related disorders; and,
2. Understanding how the SAP role relates to the special responsibilities employers have for ensuring the safety of the traveling public;
3. Adherence to DOT 49 CFR Part 40, Section 281, Subpart O – Substance Abuse Professionals and the Return- to-Duty Process; and,
4. The nine required components laid out in Section 281 (c), Part 40 of the DOT's agency regulations, SAP guidelines and any significant changes to the SAP guidelines. *Note: Degrees and certificates alone do not confer these knowledge requirements to you.*

- B. Requalification shall include the date of original SAP certification and maintenance of SAP recertification every three (3) years up to the present time.
- C. Documentation. You must maintain documentation showing that you currently meet all requirements of this section.

3.10.2.3 SMD

To be qualified to act as an SMD, you must meet each of the requirements of this section:

- A. Demonstrated skills in an occupational setting including thoughtful administrative management; knowledge of and interactions with safety, industrial hygiene and technology; and sound preventive and clinical medicine, including surveillance, assessment of history and physical findings, diagnoses, treatment, rehabilitation and disposition.
- B. Demonstrated knowledge and experience in the following areas:
1. Disability management;
 2. Health benefits administration;

3. Health care safety and occupational health; including knowledge of safety, industrial hygiene, engineering, environmental management, workers' compensation, work injury evaluation and treatment, clinical disciplines; and,
4. Biological hazards, including effective immunization and infection control practices, post exposure evaluation and medical management.

3.10.3 Number of Personnel to Propose

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.

As part of the Proposal evaluation, Offerors shall propose the exact number personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.10.4 Key Personnel Identified

The Offeror shall include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 3.10 Work Hours**.

Unless otherwise specified, the following work hour requirements are applicable:

- A. Business Hours Support: Contractor shall assign Contractor Personnel to support ; Normal State Business Hours (see definition in **Appendix 1**)
- B. Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities must be billed on an actual time worked basis at the rates proposed.
- C. State-Mandated Closings: Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified in writing by the Contract Manager of these details.
- D. Minimum and Maximum Hours: Full-time Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the Contract Manager. A flexible work schedule may be used with Contract Manager approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.

E. Vacation Hours: Requests for leave shall be submitted to the Contract Manager at least two weeks in advance. The Contract Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.11 Substitution of Personnel

3.11.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Manager.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

3.11.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4**.

- A. The Contractor shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Manager with a substitution request that shall include:
 - 1. A detailed explanation of the reason(s) for the substitution request;
 - 2. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3. The official resume of the current personnel for comparison purposes; and
 - 4. Evidence of any required credentials.

- C. The Contract Manager may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Manager will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.11.4 Replacement Circumstances

A. Directed Personnel Replacement

1. The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.11.4.A.2**.
2. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) calendar days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) calendar days, or in the timeframe set forth by the Contract Manager in writing.
3. Should performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
4. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
5. If the Contract Manager determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) calendar days advance notice shall be given to the Contractor. However, if the Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) calendar days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) calendar days, including immediate removal.

6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) calendar days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

1. To replace any Key Personnel in a circumstance other than as described in **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Manager at least fifteen (15) calendar days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.
2. Key Personnel Replacement Due to Sudden Vacancy
 - a. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) calendar days or more advance notice shall be treated as a replacement under **Section 3.11.4.B.1**.
 - b. Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.11.3** within fifteen (15) calendar days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
3. Key Personnel Replacement Due to an Indeterminate Absence
 - a. If any Key Personnel has been absent from his/her job for a period of ten (10) calendar days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) calendar days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Manager as required under **Section 3.11.3**.
 - b. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager the Contract Manager may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

3.11.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) calendar days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an

Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

3.12 Minority Business Enterprise (MBE) Reports

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

- A. Submit the following reports by the 10th of each month to the Contract Manager and the Department's MBE Liaison Officer:
 1. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 calendar 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 Manager and the Department'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.

3.13 Veteran Small Business Enterprise (VSBE) Reports

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

- A. Submit the following reports by the 10th of the month following the reporting period to the Contract Manager and the Department VSBE representative:

1. VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (Attachment E-3) listing any unpaid invoices, over 45 calendar 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 Manager 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 Manager and Department 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 Department, 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.

3.14 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.15 Additional Clauses

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.

4 Procurement Instructions

4.1 Pre-Proposal Conference

A Pre-Proposal Virtual Teleconference (Conference) via Google Meet will be held at the date and time as indicated on the Key Information Summary Sheet. **Participation in the virtual teleconference shall be permitted upon receipt of an email and calendar invitation from the Procurement Officer only.**

- 4.1.1 Participation in the virtual teleconference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.
- 4.1.2 Following the virtual teleconference, the participation/sign-in record (consisting of the list of all calendar invitees) and summary of the virtual teleconference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2**) eMMA).
- 4.1.3 Attendees should obtain a copy of the solicitation to help follow along during the process.
- 4.1.4 In order to participate in the Virtual Teleconference, all interested parties shall email the Pre-Proposal Virtual Teleconference Response Form (**Attachment A**) to the Procurement Officer no later than two (2) Business Days prior to the Conference date. In addition, if there is a need for sign language interpretation or other reasonable accommodations due to a disability, please notify the Procurement Officer at least two (2) Business Days prior to the Conference date.

4.2 eMaryland Marketplace Advantage (eMMA)

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

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Title and Number - State Medical Director & Occupational Services for Maryland State Agencies Project # 001B2600273, and shall be submitted in writing via eMMA no later than the date and time specified the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.

The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

4.5 Proposal Due (Closing) Date and Time

Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.

Requests for extension of this date or time shall not be granted.

Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

The date and time of an eMMA submission is determined by the date and time of upload to eMMA as indicated on the Key Information Summary Sheet.

Proposals 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 Proposals.

Proposals may not be submitted by email or facsimile. Proposals will not be opened publicly.

Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

4.8 Public Information Act Notice

The Offeror should give specific attention to the clear identification of those portions of its Proposal 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 (See also RFP **Section 5.3B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.9 Award Basis

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the date and time of oral presentations via email and calendar invitation. The Procurement Officer will also provide Offerors with an opportunity to "test" the Google Meet environment by sending a one (1) hour "practice" calendar invite within two (2) Business Days of the Offerors oral presentation date.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 calendar days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

If the RFP is revised before the due date for Proposals, DGS shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.

Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.

Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.

Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.

The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

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).

If the services that are the subject of the RFP 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 RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10.02 (Protests).

4.16 Offeror Responsibilities

Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.

All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see **Section 4.26** "Minority Participation Goal" and **Section 4.27** "VSBE Goal").

If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as (**Attachment M**). Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. DBM reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.19 Contract Affidavit

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

4.20 Compliance with Laws/Arrearages

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

4.21 Verification of Registration and Tax Payment

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

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

4.22 False Statements

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

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.

A person may not aid or conspire with another person to commit an act under **Section 4.22**.

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

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

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

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

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

4.24 Prompt Payment Policy

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

4.25 Electronic Procurements Authorized

Under COMAR 21.03.05, unless otherwise prohibited by law, the State 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.

Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror 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 RFP, electronic

records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

“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.

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

- A. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
 1. The RFP;
 2. Any amendments and requests for best and final offers;
 3. Pre-Proposal conference documents;
 4. Questions and responses;
 5. Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 6. Notices of award selection or non-selection; and
 7. The Procurement Officer’s decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror may use eMMA or e-mail for:
 1. Submission of initial Proposals;
 2. Asking questions regarding the solicitation;
 3. Replying 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 facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 4. Submit a "No Proposal Response" to the RFP; and
 5. Filing of protests.
- C. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Manager.

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

1. Submission of initial Proposals
2. Filing of Contract claims;

3. Submission of documents determined by the State to require original signatures (e.g., Contract execution, Contract modifications); or

4. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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 Manager.

4.26 MBE Participation Goal

4.26.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in (Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A) at the time it submits its Technical Response(s) to the RFP will result in the State's rejection of the Offeror's Proposal for the applicable Service Category. This failure is not curable.

Attachments.

- A. D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:
1. Attachment D-1AMBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)
 2. Attachment D-1B Waiver Guidance
 3. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
 4. Attachment D-2 Outreach Efforts Compliance Statement
 5. Attachment D-3AMBE Subcontractor Project Participation Certification

6. Attachment D-3MBE Prime Project Participation Certification
 7. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
 8. Attachment D-4B MBE Prime Contractor Report
 9. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report
- B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
1. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 2. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
 3. The Offeror requesting a waiver should review (**Attachment D-1B**) (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If the Offeror fails to submit a completed (Attachment D-1A) with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in (**Attachment D-1A**) is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.

- i. Outreach Efforts Compliance Statement (**Attachment D-2**);
- ii. MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
- iii. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
- iv. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is

necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website.

Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

The Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – **Attachment M, Section 2.1**).

The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment M, Liquidated Damages for MBE, Section 39**).

As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule (**Attachment D-1A**)] used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (**Attachment D**) for additional information.

4.27 VSBE Goal

4.27.1 Purpose

- A. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and (**Attachment E**), as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and (**Attachment E**).
- B. Veteran-Owned Small Business Enterprises must be verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.va.gov/osdbu>.

4.27.2 VSBE Goal

- A. A VSBE participation goal of the total Contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.
- B. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

4.27.3 Solicitation and Contract Formation

- A. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
 - 1. Identify specific work categories within the scope of the procurement appropriate for subcontracting;
 - 2. Solicit VSBEs before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
 - 3. Attempt to make personal contact with the VSBEs solicited and to document these attempts;
 - 4. Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and
 - 5. Attempt to attend pre-Proposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
- B. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) whereby the Offeror:
 - 1. Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the

- Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
2. Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.
- C. As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.
- D. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment E-1**) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.
- E. Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
1. VSBE Project Participation Statement (**Attachment E-2**);
 2. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
 3. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not reasonably susceptible of being selected for award.

4.28 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, Licensing and Regulation 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, Licensing and Regulation (DLLR) 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**). Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall 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 shall 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 (enter "1" or "2," depending on where the majority of the service recipients are located) 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 Offeror must identify in its Proposal 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 Offeror shall identify in the Proposal 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.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.

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

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services << under 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.

Participation in Drafting of Specifications: Disqualifying Event: Offerors 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 Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Contractor)

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

4.32 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in (**Attachment J**). This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day

period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked Proposal.

4.33 Nonvisual Access

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

4.34 Mercury and Products That Contain Mercury

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

4.35 Location of the Performance of Services Disclosure

The Offeror 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 Proposal.

4.36 Department of Human Services (DHS) Hiring Agreement

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror 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.

4.37 Small Business Reserve (SBR) Procurement

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

4.38 Maryland Healthy Working Families Act Requirements

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

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

1. Volume I – Technical Proposal
2. Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

Proposals delivered by facsimile, e-mail or hand delivered shall not be considered.

Provide no pricing information in the Technical Proposal.

Offerors shall submit Proposals by electronic means as described:

Electronic means Proposals will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit proposals electronically can be found at:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/5-eMMA-QRG-Responding-to-Solicitations-Double-Envelope-v2.pdf>

A. Offerors shall not be permitted to deliver a hard copy (paper) Proposal to the Procurement Officer.

B. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

The Procurement Officer will only contact those Offerors with Proposals that are reasonably susceptible for award for participation in activities beyond the due date and time for receipt of proposals.

The Procurement Officer must receive all Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Offerors shall not be permitted to deliver a hard copy (paper) Proposal to the Procurement Officer. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

Two Part Submission - Offerors shall provide their Proposals in two separately sealed and labeled packages as follows:

A. Technical Proposal consisting of:

1. One (1) original electronic version of the Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
2. One (1) Technical Proposal in searchable Adobe PDF format,
3. One (1) searchable Adobe PDF copy of the Technical Proposal, with confidential and proprietary information redacted (see Section 4.8), and

B. Financial Proposal consisting of:

1. One (1) original electronic version of the Financial Proposal and all supporting material in Microsoft Excel format, version 2007 or greater,

2. One (1) original searchable Adobe pdf copy of the Financial Proposal, (see **Section 4.8**),
3. One (1) searchable Adobe pdf copy of the Financial Proposal, with confidential and proprietary information redacted (see **Section 4.8**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . . ; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

A. Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

B. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 "Public Information Act Notice"**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary."

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 "Offeror Responsibilities"**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP **Section 1**. If references are required in RFP **Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2.I**.

F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

1. The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.
2. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
3. The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, e.g., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP **Section 2**, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
4. Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.
5. The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
6. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Manager should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.8**.

7. Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
8. Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section 3.10 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.
9. Product Requirements
 - i. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.
 - ii. Details for each offering: The Offeror shall provide the following information for each offering:
 - a. Offering Name;
 - b. Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
 - c. Manufacturer;
 - d. Short description of capability;
 - e. Version (and whether version updates are limited in any way);
 - f. License type (e.g., user, CPU, node, transaction volume);
 - g. Subscription term (e.g., annual);
 - h. License restrictions, if any;
 - i. Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting;
 - j. Continuity of operations and disaster recovery plans for providing service at 24/7/365 level;
 - k. Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their Proposals shall describe the interoperability

of data that can be imported or exported from the Solution, including generating industry standard formats;

- l. Any processing or storage of data outside of the continental U.S;
 - m. Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement).
 - n. Compatibility with the State's existing single sign-on system, SecureAuth or other single sign-on approaches;
 - o. APIs offered, and what type of content can be accessed and consumed;
 - p. Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades;
 - q. Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time);
 - r. What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also **Section 3.9**;
 - s. Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
 - (1) procedures for and requirements for hiring staff (such as background checks),
 - (2) any non-disclosure agreement Contractor Personnel sign,
 - (3) whether the service is furnished out of the continental U.S. (see security requirements in **Section 3.7**),
 - (4) Certifications such as FedRAMP,
 - (5) Third party security auditing, including FISMA,
 - (6) Published Security Incident reporting policy, and
 - (7) Cybersecurity insurance, if any, maintained.
- G. Experience and Qualifications of Proposed Staff (Submit under TAB F)

As part of the evaluation of the Proposal for this RFP, Offerors shall propose exactly three (3) key resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in **Section 3.10.2**. Specifically, the Offeror shall:

1. Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
2. Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
3. Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Business Days After Contract Execution in Section 3.11.5).
4. Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
5. If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

H. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

1. The number of years the Offeror has provided the similar goods and services;
2. The number of clients/customers and geographic locations that the Offeror currently serves;
3. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
4. The Offeror's process for resolving billing errors; and
5. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

I. References (Submit under TAB H)

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

1. Name of client organization;
2. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

3. Value, type, duration, and description of goods and services provided.

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

- J. List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror 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 Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

- K. Financial Capability (Submit under TAB J)

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

In addition, the Offeror 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.

- L. Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal 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.

- M. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

N. Legal Action Summary (Submit under TAB M)

This summary shall include:

1. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
2. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
3. A description of any judgments against the Offeror 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 Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

O. Economic Benefit Factors (Submit under TAB N)

1. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from (**Attachment B**), the Financial Proposal Form. See COMAR 21.05.03.03A (3).
2. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
3. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
4. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
5. In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - i) generic statements that the State will benefit from the Offeror's superior performance under the Contract;

- ii) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - iii) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
 - 6. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
 - 7. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
 - i) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
 - ii) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 calendar days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
 - iii) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
 - iv) Subcontract dollars committed to Maryland small businesses and MBEs; and
 - v) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.
- P. Technical Proposal - Required Forms and Certifications (Submit under TAB O)
- 1. All forms required for the Technical Proposal are identified in Table 1 of **Section 7 – RFP Attachments and Appendices**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
 - 2. Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all

agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.

3. For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
4. A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
 - i) Third-party POC name and alternate for verification
 - ii) Third-party POC mailing address
 - iii) Third-party POC telephone number
 - iv) Third-party POC email address
 - v) If available, a Re-Seller Identifier

5.4 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in (**Attachment B**). The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

Offeror's Technical Response to Requirements and Work Plan (See RFP § 5.3.F)

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

Experience and Qualifications of Proposed Staff (See RFP § 5.3.2.G)

Expertise of Key Personnel (See RFP § 3.10).

Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.H)

Economic Benefit to State of Maryland (See RFP § 5.3.O)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on (**Attachment B**) Financial Proposal Form.

6.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors 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 Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;

- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

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

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal. Finally, a determination is made that all Minimum Qualifications, if any (See RFP Section 1), have been satisfied.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers

(BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel).**

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

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

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7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, 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 Proposal:

1. For eMMA submissions, submit one (1) copy with signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror 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 one (1) copy 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: RFP ATTACHMENTS AND APPENDICES

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

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

Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
Y	With Proposal	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
N	With Proposal	K	Mercury Affidavit
Y	With Proposal	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
Y	With proposal	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)

Appendices

Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
N	Before Proposal, as directed in the RFP.	3	Non-Disclosure Agreement (Offeror)
Y	n/a		Labor Categories
Y	With Proposal		Labor Resume Form

Y	5 Business Days after recommended award		Performance Bond
Y	5 Business Days after recommended award		Payment Bond
Y	With Proposal		Proposal Bond
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy
N	10 Business Days after recommended award		Fully executed Escrow Agreement; 1 copy
N	With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number 001B2600273

State Medical Director and Occupational Services for Maryland State Agencies

A Pre-Proposal conference will be held virtually on December 22, 2021

Please return this form by December 21, 2021 advising whether or not your firm plans to attend. The completed form should be returned via e-mail the Procurement Officer at the contact information below:

Lola Tiamiyu
Department of General Services
E-mail: Lola.tiamiyu1@maryland.gov

Please indicate:

Yes, the following representatives will be in attendance.

Company Name	Attendee Name	Email Address	Telephone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

No, we will not be in attendance.

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

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal 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 RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP 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 Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the State 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 Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

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

See separate Excel Financial Proposal Form labeled SMD Financial Proposal From.xls.

Submitted by:

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

Attachment C. Bid Proposal Affidavit

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

Attachment D. Minority Business Enterprise (MBE) Forms

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>

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

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

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, shall 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 shall 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 calendar days after the start of each fiscal year. The Commissioner shall 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), shall 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 shall 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 shall 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 shall 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 <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>.

Attachment I. Non-Disclosure Agreement (Contractor)

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

Attachment J. HIPAA Business Associate Agreement

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

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

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

Attachment M. Contract

Department of Budget and Management (DBM)

“State Medical Director and Occupational Services for Maryland State Agencies”

Solicitation Number # 001B2600273

THIS CONTRACT (the “Contract”) is made this ___ day of _____, 20___ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND Department of Budget and Management (DBM)

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 “COMAR” means Code of Maryland Regulations.
- 1.2 “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).
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 1.4 “Minority Business Enterprise” (MBE) means 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.
- 1.5 “RFP” means the Request for Proposals for State Medical Director & Occupational Services for Maryland State Agencies, Solicitation # 001B2600273 and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “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.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

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

Exhibit A – The RFP


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

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

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

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the State shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.
- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor as required by RFP section 3.3.

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

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

The State is not liable for interest:

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

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

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

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Payment of an invoice by the State is not evidence that services were rendered as required under this Contract.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

- 5.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

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

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the DBM or licensed by DBM from third parties, including all information provided by DBM 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 DBM will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited

- license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4. Without limiting Contractor's obligations under Section 7.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open-source license.
- 7.7. The Contractor shall report to the DBM, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8. The Contractor shall not affix (or permit any third party to affix), without DBM's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, DBM shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 8. Confidential or Proprietary Information and Documentation**
- 8.1. Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating

to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.

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

9. Loss of Data

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

10. Indemnification and Notification of Legal Requests

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

- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

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

12. Disputes

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

13. Maryland Law Prevails

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

14. Nondiscrimination in Employment

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

conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

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

17. Termination for Default

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

18. Termination for Convenience

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

19. Delays and Extensions of Time

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

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

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

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

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide

copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

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

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

27. Cost and Price Certification

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

28. Subcontracting; Assignment

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

29. Limitations of Liability

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

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract,

disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by DBM, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, DBM, 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 DBM 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 DBM and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.

- 31.5 To ensure compliance with certified MBE subcontract participation goals, DBM may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If DBM determines that the Contractor is not in compliance with certified MBE participation goals, then DBM 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 DBM determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the DBM requires, then the DBM may:
 - i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. 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, DBM may withhold payment of any invoice or retainage. DBM 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 DBM 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 shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and approved by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State’s rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

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

37. Contract Manager 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, managing 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 Manager may authorize in writing one or more State representatives to act on behalf of the Contract Manager in the performance of the Contract Manager’s responsibilities. DBM may change the Contract Manager 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. DBM may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

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

If to the State:

Sherreon Washington
301 West Preston Street, Suite 705
Baltimore, Maryland 21201
Phone Number: 410-767-8006
E-Mail: sherreon.washington1@maryland.gov

With a copy to:

Lola Tiamiyu
Department of General Services
45 Calvert Street, Floor 2nd
Annapolis, Maryland 21401
Phone Number: 410
E-Mail:Lola.tiamiyu1@maryland.gov

If to the Contractor:

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

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

Parent Company Guarantor

Contact: _____
Attn: _____

39. Liquidated Damages for MBE

- 39.1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- 39.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$31.65 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$112.10 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid

39.3 **Liquidated Damages other than MBE**

The Contractor shall comply with the performance guarantees set forth in (Appendix 10), as applicable. Performance guarantees are subject to audit by the State.

- 39.4 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

40. **Parent Company Guarantee (If applicable)**

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

42. **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 Commercial Law Article 14-3503. 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 DBM 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.

42.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

42.2 Based on the determination by DBM that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the Department

42.3 “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

43. Hiring Agreement

431 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

- 43.2 The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

SIGNATURES ON NEXT PAGE

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

Contractor

State of Maryland
Department of Budget and Management

By:

By: <<agencyContractSigner>>,
<<agencyContractSignerTitle>>

Date

PARENT COMPANY (GUARANTOR) (if applicable)

By:

By:

Date

Date

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 <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.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 RFP, the following abbreviations or terms have the meanings indicated below:
Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.

- A. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- B. Agency Technical Representative (ATR) - The person assigned by the Agency to ensure compliance with the State’s drug testing requirements.
- C. Alcohol Screening Device - A breath device, other than an evidential breath testing device, that is approved by the National Highway Traffic Safety Administration (NHTSA) and appears on Office of Drug and Alcohol Policy and Compliance Web page for “Approved Screening Devices to Measure Alcohol in Bodily Fluids” because it conforms to the model specifications from NHTSA.
- D. Americans with Disabilities Act (ADA) – The Americans with Disabilities Act (ADA) prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications and access to state and local government’ programs and services.
- E. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
- F. Authorization Form – Document completed by an ATR, DER or DAC to authorize medical services and invoice of services.
- G. Breath Alcohol Technician (BAT) - A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.
- H. 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).
- I. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- J. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of (**Attachment M**).
- K. Contract Manager – 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 Manager may authorize in writing one or more State representatives to act on behalf of the Contract Manager in the performance of the Contract Manager’s responsibilities. The Department may change the Contract Manager at any time by written notice to the Contractor.
- L. Contractor – The selected Offeror that is awarded a Contract by the State.
- M. 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 RFP.

- N. Designated Agency Contact (DAC) – The person assigned by the employing agency who is responsible for coordinating with the State Medical Director to ensure compliance with the agency’s medical service needs. Whenever the term or initials DAC are used throughout this RFP, it shall mean the appropriate DAC for a specific agency.
- O. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- P. Department or DBM – Department of Budget and Management
- Q. Designated Employer Representative (DER) - An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes.
- R. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- S. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- T. Follow-up Workability Examination — An examination that enables the SMD or designee to re-evaluate the employee to render a final determination. These examinations may occur following additional treatment, additional recovery time, review of additional medical records, additional diagnostic testing, interim evaluation by another healthcare provider, etc. All the terms and conditions of the Initial Workability Examination apply to Follow-Up Workability Examinations.
- U. Independent Medical Examination - An independent medical examination is a medical evaluation performed by a medical professional on an employee who was not previously involved in the treatment of that employee, to evaluate the employee’s course of prior treatment and current condition.
- V. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- W. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- X. Initial Workability Examination – A comprehensive and detailed fitness for duty exam performed by the SMD or designee. The purpose is to determine if the employee is medically and/or psychologically fit to consistently attend work and safely perform their essential job duties (based on the provided Workability Documentation, Position Description and/or job specification).
- Y. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**. Key Personnel shall include, at a minimum, the State Medical Director, Medical Review Officer and the Substance Abuse Professional.
- Z. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- AA. Medical Review Officer –A licensed physician who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

- BB. Medical Screening – A method for detecting disease or body dysfunction before an individual would normally seek medical care. Screening tests are usually administered to individuals without current symptoms, but who may be at high risk for certain adverse health outcomes.
- CC. 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.
- DD. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- EE. 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 Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- FF. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- GG. Offeror – An entity that submits a Proposal in response to this RFP.
- HH. 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.
- II. Position Description – A written description of the essential duties and responsibilities an employee is expected to perform and the standards for satisfactory performance on a form approved by the Secretary. A Position Description is provided to each employee in skilled service, professional service, and management service, including special appointments in each classification of each of those services.
- JJ. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- KK. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- LL. 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.
- MM. Request for Proposals (RFP) – This Request for Proposals issued by the Department of Budget and Management, with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- NN. Screening Test Technician (STT) - A person who instructs and assists employees in the alcohol testing process and operates an Alcohol Screening Device (ASD).

- OO. 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.
- PP. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- QQ. 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.
- RR. Service Level Agreement (SLA) - Commitment by the Contractor to the Department that defines the performance standards the Contractor is obligated to meet.
- SS. Special Issuance Category– An authorization that may be provided by a Federal Air Surgeon for a medical certificate with a specified validity period for applicants who do not meet the established medical standards.
- TT. State – The State of Maryland.
- UU. State Personnel Management System (SPMS) - State Personnel Management System (SPMS) - The personnel system under the authority of the Secretary of the Department of Budget and Management established under [§ 6-101](#) of State Personnel and Pensions Article of the Maryland Code.
- VV. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- WW. Substance Abuse and Mental Health Services Administration (SAMHSA) - A branch of the U.S. Department of Health and Human Services.
- XX. Substance Abuse Counselor (SAC) - A person that evaluates employees, not subject to Federal DOT drug and alcohol regulations, who have violated state policies and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
- YY. Substance Abuse Professional (SAP) – A person that evaluates employees who have violated a Federal DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
- ZZ. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;

- 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation;
- 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);
- 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
- 7) Operating procedures.

AAA. Task Analysis - A document which describes the discrete physical and/or psychological tasks that comprise the essential functions of an employee's position.

BBB. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

CCC. Third Party Software – Software and supporting documentation that:

- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor;
- 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
- 3) are specifically identified and listed as Third Party Software in the Proposal.

DDD. Total Proposal Price - The Offeror's total price for goods and services in response to this solicitation, included in Financial Proposal (**Attachment B**) Financial Proposal Form.

EEE. 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.

FFF. Workability Documentation - Each personnel system within the State of Maryland utilizes different required Workability Documentation which provides the SMD with a description of the employee's essential job functions.

The documentation for each personnel system will include:

1. For SPMS – Task Analysis;
2. For TSHRS – Case summary; and
3. For USM - Narrative.

GGG. Workers Compensation Commission - If a worker believes they have sustained a compensable injury, an employee claim may be filed with the Workers' Compensation Commission to receive a determination regarding the type and amount of any benefits to which the worker may be entitled.

Appendix 2 – Bidder Offeror Information Sheet

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

Appendix 3 – Estimated State Employee Distribution by County

State Personnel Management System & Maryland Department of Transportation

COUNTY	EMPLOYEES PER WORK LOCATION	COUNTY	EMPLOYEES PER WORK LOCATION
Allegany County	2,378	Harford County	835
Anne Arundel County	6,109	Howard County	3,682
Baltimore City	24,177	Kent County	275
Baltimore County	4,273	Montgomery County	1,505
Calvert County	390	Prince George’s County	1,975
Caroline County	209	Queen Anne’s County	449
Carroll County	1,504	St. Mary’s County	2,071
Cecil County	709	Somerset County	1,025
Charles County	430	Talbot County	440
Dorchester County	563	Washington County	2,513
Frederick County	1,165	Wicomico County	1,297
Garrett County	460	Worcester County	561

University System of Maryland

See link at <https://www.usmd.edu/IRIS/DataJournal/Faculty-Staff/?report=Occupation-Category-by-Employment-Status>

Appendix 4 – MDOT Work Site Locations

MDOT Worksite Locations- Inside Baltimore City

Baltimore City Vehicle Inspection Office 1411 South Edgewood Street Baltimore MD 21227	MD Transit Administration 344 West North Avenue Baltimore MD 21217
Baltimore City Vehicle Inspection Office 5900 Erdman Avenue Baltimore MD 21205	MD Transit Administration 2226 Kirk Avenue Baltimore MD 21218
Baltimore City MVA Office 2500 Gwynns Falls Parkway Baltimore MD 21216	MD Transit Administration 4401 Mount Hope Drive Baltimore MD 21215
MD Port Administration The World Trade Center 401 E. Pratt Street Baltimore MD 21202	MD Transit Administration 5801 Wabash Avenue Baltimore MD 21215
MD Transportation Authority Admin Offices 2310 Broening Highway Baltimore MD 21224	MD Transit Administration 6 Saint Paul Street Baltimore MD 21202
MD Transit Administration 6000 Metro Drive Baltimore MD 21215	MD Transit Administration 6100 Wabash Avenue Baltimore MD 21215
MD Transit Administration 1515 Washington Blvd. Baltimore MD 21230	MD Transit Administration OCC Building 301 North Eutaw Street Baltimore MD 21201
MD Transit Administration 4201 Patterson Avenue Baltimore Md 21215	MD Transit Administration 1331 South Monroe Street Baltimore MD 21230
MD Transit Administration 1040 Park Avenue Baltimore MD 21201	MD Transportation Authority Baltimore Harbor Tunnel 1200 Frankfurt Avenue Baltimore MD 21225
MD Transit Administration 201 South Oldham Street Baltimore MD 21224	MD Transportation Authority Fort McHenry Tunnel 3990 Leland Avenue Baltimore MD 21225

	State Highway Administration 707 North Calvert Street Baltimore MD 21202
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MDOT Worksite Locations- Outside Baltimore City

Annapolis MVA Office 160 Harry S. Truman Parkway Annapolis MD 21401	Montgomery Co Vehicle Insp Office 15910 Chieftain Avenue Derwood MD 21855
Anne Arundel Co Vehicle Inspection Office 721 Ordnance Road Baltimore MD 21226	Motor Vehicle Administration 6601 Ritchie Highway, NE Glen Burnie MD 21061
Anne Arundel Co Vehicle Inspection Office 189 Defense Highway Annapolis MD 21401	Oakland MVA Office 400 Weber Road Oakland MD 21550
Baltimore Co Vehicle Inspection Office 11510 Cronridge Drive Owings Mills MD 21117	PG County Vehicle Inspection Office 7401 Jefferson Avenue Landover MD 20785
Bel Air MVA Office 501 West MacPhail Road Bel Air MD 21014	PG County Vehicle Inspection Office 7213 Old Alexandria Ferry Road Clinton MD 20735
Beltsville MVA Office 11760 Baltimore Avenue Beltsville MD 20705	Prince Frederick MVA Office 200 Duke Street Prince Frederick MD 20678
Calvert Co. Vehicle Inspection Office 1035 Theater Drive Prince Frederick MD 20678	Queen Anne's Co. Vehicle Inspection Office 230 Hess Road Grasonville MD 21550
Carroll Co. Vehicle Inspection Office 50 Aileron Court Westminster MD 21157	Salisbury MVA Office 251 Tilgman Road Salisbury MD 21801
Cecil Co Vehicle Inspection Office 1644 Pulaski Highway Elkton MD 21921	SHA Annapolis Shop & SHA D5 District Office 138 Defense Highway Annapolis MD 21401
Charles Co Vehicle Inspection Office 28 Henry Ford Circle Waldorf MD 20601	SHA Cambridge Shop 750 Handley Road Cambridge MD 21613

Columbia MVA Office 6490 Dobbin Road Columbia MD 21045	SHA Centreville Shop 111 Safety Drive Centreville MD 21617
Cumberland MVA Office 13300 Winchester Road, SW Cumberland MD 21502	SHA Chestertown Shop & SHA D2 District Office 615 Morgnec Road - PO Box 299 Chestertown MD 21620
Easton MVA Office 9148 Centerville Road Easton MD 21601	SHA Churchville Shop 3050 Churchville Road Churchville MD 21028
Elkton MVA Office Upper Chesapeake Corporate Center 105 Chesapeake Boulevard, Suite A Elkton MD 21921	SHA Dayton Shop 4401 MD Route 32 Dayton MD 21036
Essex MVA Office 1338-A Eastern Blvd Baltimore MD 21221	SHA Denton Shop 508 Caroline Street Denton MD 21629
Frederick Co. Vehicle Inspection Office 1506 Tilco Drive Frederick MD 21701	SHA District 3 Office 9300 Kenilworth Avenue Greenbelt MD 20770
Frederick MVA Office 1601 Bowmans Farm Road Frederick MD 21701	SHA District 4 Office 320 West Warren Road Hunt Valley MD 21030
Gaithersburg MVA Office 15 Metropolitan Grove Road Gaithersburg MD 20878	SHA Frederick Shop & SHA D7 District Office 5111 Buckeystown Pike Frederick MD 21704
Kemp Mill (Limited Services) MVA Office 1327 Lamberton Drive Silver Spring MD 20902	SHA Easton Shop 8625 Ocean Gateway Easton MD 21601
Hagerstown MVA Office 18306 Col. Henry K. Douglass Drive Hagerstown MD 21740	SHA Elkton Shop 2024 East Old Philadelphia Road Elkton MD 21921
Harford Co Vehicle Inspection Office 1631 Robin Circle Hickory MD 21050	SHA Fairland Shop 12020 Plum Orchard Road Silver Spring MD 20904
Howard Co Vehicle Inspection Office 6340 Woodside Court Columbia MD 21046	SHA Gaithersburg Shop 502 Quince Orchard Gaithersburg MD 20760

Largo MVA Office 10251 Central Avenue Upper Marlboro MD 20771	SHA Glen Burnie Shop Stewart Avenue Glen Burnie MD 21061
Loch Raven-Parkville MVA Office 8966 Waltham Woods Road Parkville MD 21234	SHA Golden Ring Shop 8375 Pulaski Highway Rosedale MD 21237
Loveville MVA Office Route 5 at Sunnyside Road Leonardtwn MD 20650	SHA Hagerstown Shop 18320 Col. Henry Douglass Drive Hagerstown MD 21740
MD Aviation Administration Martin State Airport Box #1 - 701 Wilson Point Road Middle River MD 21220	SHA Hereford Shop 306 Mount Carmel Road Parkton MD 21120
MD Aviation Administration PO Box 8766 Third Floor- Terminal Building BWI Airport MD 21240	SHA Keyser's Ridge Shop 3876 National Pike Accident MD 21520
MD Aviation Administration BWI Thurgood Marshall Airport 7062 Friendship Road BWI Airport MD 21240	SHA LaPlata Shop Washington Avenue LaPlata MD 20646
MD Aviation Administration BWI Airport Fire & Rescue Department 1200 Mathison Way BWI Airport MD 21240	SHA Laurel Shop Talbot Avenue & Second Street Laurel MD 20810
MD Aviation Administration BWI Airport Fire Prevention Division 991 Corporate Blvd. Linthicum MD 21090	SHA LaVale Shop 1221 West Braddock Road LaVale MD 21502
MD Aviation Administration Technology & Community Affairs Kauffman Bldg- 1500 Amtrak Way Linthicum MD 21090	SHA Leonardtown Shop 26720 Point Lookout Road Leonardtwn MD 20650
MD Aviation Administration Office of Maintenance & Utilities 7001 Aviation Boulevard Glen Burnie MD 21061	SHA Oakland Shop 95 SHA Drive Oakland MD 21550
MD Aviation Administration Facilities Development & Engineering 991 Corporate Boulevard Linthicum MD 21090	SHA Owings Mills Shop 9130 Dolfield Road Owings Mills MD 21117

MD Aviation Administration Office of Human Resources 901 Elkrigde Landing Road Linthicum MD 21090	SHA Prince Frederick Shop MD 231 at MD 2/4 Prince Frederick MD 20678
MDOT Data Center One Orchard Road Glen Burnie MD 21060	SHA Princess Anne Shop 10980 Market Lane Princess Anne MD 21853
MDOT Headquarters (TSO) 7201 Corporate Center Drive Hanover MD 21076	SHA Salisbury Shop & SHA D1 District Office 660 West Road Salisbury MD 21801
MD Transit Administration 4380 Old Court Road Baltimore MD 21208	SHA D6 District Office 1251 Vocke Road LaVale, MD 21502
MD Transit Administration 7390 Baltimore & Annapolis Blvd. Glen Burnie MD 21061	SHA Snow Hill Shop PO Box 268 Snow Hill MD 21863
MD Transit Administration - MARC PO Box 8718 BWI Airport MD 21240	SHA Statewide Operations Center 7491 Connelley Drive Hanover MD 21076
MD Transportation Authority Thomas J. Hatem Memorial Bridge 6000 Pulaski Highway Perryville MD 21903	SHA Thurmont Shop 67 East Moser Road Thurmont MD 21788
MD Transportation Authority John F. Kennedy Memorial Hwy One Turnpike Drive Perryville MD 21903	SHA Upper Marlboro Shop 6500 SE Crain Highway Upper Marlboro MD 20870
MD Transportation Authority Francis Scott Key Bridge 304 Authority Drive Dundalk MD 21222	SHA Westminster Shop 150 Wyndtryst Drive Westminster MD 21157
MD Transportation Authority Wm. Preston Lane, Jr. Memorial Bridge 850 Revell Highway Annapolis MD 21409	Waldorf MVA Office 11 Industrial Park Drive Waldorf MD 20602
MD Transportation Authority Harry W. Nice Memorial Bridge 9665 Orland Park Road PO Box 8 Newburg MD 20664	Walnut Hill MVA Office 16516 South Westland Drive Gaithersburg MD 20877
MD Transportation Authority Police PO Box 8717 BWI Airport MD 21240	Washington Co Vehicle Inspection Office 12100 Insurance Way Hagerstown MD 21740

<p>MD Transportation Authority Police 4330 Broening Highway Baltimore MD 21222</p>	<p>Westminster MVA Office 1106 Baltimore Blvd. Westminster MD 21157</p>
<p>MD Transportation Authority John F Kennedy Highway Maintenance I 3001 Riverside Parkway Bel Air, MD 21015</p>	<p>White Oak MVA Office 2131 Industrial Parkway Silver Spring MD 20904</p>
<p>D Transportation Authority John F Kennedy Highway Maintenance II 568 Bouchelle Rd. Elkton, MD 21921</p>	<p>MD Transportation Authority Inter County Connector 13201 Konterra Dr. Laurel, MD 20709</p>
<p>MD Transportation Authority ITS & Telecommunications 7677 Lillian Holt Dr. Rosedale, MD 21237</p>	<p>MD Transportation Authority Construction & Engineering 8019 Corporate Dr. Suite F Baltimore, MD 21237</p>

Appendix 5 –Utilization

Service	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Total
Routine Pre-Employment Physicals	1531	2113	2369	1912	7925
Pre-placement Physicals /Ergonomic Assessments	209	258	326	164	957
Psychological Evaluation	203	144	157	88	592
Initial Workability	585	600	485	362	2032
Initial Workability - NoShow	86	105	59	56	306
Follow-Up Workability	299	511	400	188	1398
Follow-Up Workability -No Show	41	92	53	21	207
Fitness for Duty/Ability toWork Exam	222	287	287	232	1028
Substance AbuseMRO Services	35.33 Hours	44.08 Hours	36.75 Hours	11.16 Hours	127.33 Hours
Medical Advisor Services	42.62 Hours	130.08 Hours	94.81 Hours	72.66 Hours	340.19 Hours
Testimony & Preparation	2.91 Hours	2.66 Hours	4.73 Hours	17.08 Hours	27.38 Hours
Medical Services - Scheduled FCE 5 min	19.88 Hours	27.5 Hours	14.66 Hours	7.83 Hours	69.88 Hours
Critical Incident Response	6.20 Hours	1.63 Hours	2.23 Hours	1.67 Hours	11.73 Hours
Medical Surveillance Exam	704	642	359	372	2077
Bloodborne PathogenEducation	0	0	1	0	1
Bloodborne PathogenEducation & Counsel	0	0	0	0	0
US DOT Physical	2605	2743	3117	2960	11425
US DOT Drug Test	3308	3254	3931	3032	13525
US DOT Alcohol Test	2093	2084	1794	1604	7575
FAA Physical	0	0	0	0	0
MDOT & ADAPT Physical	220	0	0	0	220
MDOT & ADAPT Physical & Cognitive	20	0	0	0	20
MDOT Drug Test	1485	2529	2826	2484	9324
MDOT Alcohol Test	586	544	568	601	2299
After Hours Testing	2	8	3	6	19
24/7 Service Facility	12	12	12	12	48

Appendix 6 – Task Analysis Form Sample

To be completed by Employer:

Employee Name:	Employee Phone #:
Agency/Unit:	IWIF Claims # (if applicable):
Agency Contact:	Agency Contact Phone #:

Job Title _____ General Description/Purpose _____

To be completed by Employee’s Treating Health Care Provider: This document, in addition to establishing certain baseline performance levels, details the frequency, effort, and length of time spent on routine tasks associated with the employee’s job responsibilities. For each task please respond to the questions regarding the employee’s ability to perform the duty as outlined. If employee can perform the duty with accommodation, please specify. If employee cannot currently perform the duty please list anticipated date or time frame when employee may perform the duty, with or without accommodation. Some duties may only be performed on site and require regular attendance in order to provide consistent staffing, so please indicate the employee can consistently report to work to perform the required duty.

ASSESSMENT OF EMPLOYEE’S GENERAL CAPABILITIES

ACTIVITIES	Constantly (67%-100%)	Frequently (34%-66%)	Occasionally (0%-33%)	Not at all
BENDING				
SQUATTING				
CLIMBING				
TWISTING				
CRAWLING				
BALANCING				
KNEELING				

LIFTING/CARRYING	Constantly (67%-100%)	Frequently (34%-66%)	Occasionally (0%-33%)	Not at all
0-10 lbs				
11-20 lbs				
21-50 lbs				
51-100 lbs				
Over 100 lbs				

	Pushing/Pulling		Grasp/Lift/Carry		Finger/Feel		Reach Up		Use Feet	
RIGHT	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
LEFT	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO

REPETITIVE MOTIONS INCLUDING KEYBOARDING:			
Right Hand/Wrist	_____ minutes/hour	_____ total hours	_____ no restrictions
Left Hand/Wrist	_____ minutes/hour	_____ total hours	_____ no restrictions

ENDURANCE: Please indicate the number of hours per day to which these activities should be limited.								
HOURS	1	2	3	4	5	6	7	8
STAND								
WALK								
DRIVE								

Specific Task Analysis for this Employee’s Position:

Task is defined as one of the distinct activities that constitute logical and necessary steps in the performance of a job (i.e.: essential job functions). A task analysis, for the purpose of this section, is the evaluation of the physical requirements of each task of a particular job or work assignment.

Employer should describe the employee’s job at the time the absence began (attach MS-22 if available). Health Care Provider should determine employee’s ability to perform the tasks specified below.

Description of Tasks (use additional pages as needed):

Is the Employee capable of performing the following task? YES/NO

1) _____ INSERT JOB TASK _____.

If the employee is able to perform these duties in a modified capacity, what limitations/modifications are necessary?

If the employee is not currently able to perform the duties what is the anticipated date the employee will be able to perform the duties with or without a modification? _____

Is the Employee capable of performing the following task? YES/NO

2) _____ INSERT JOB TASK _____.

If the employee is able to perform these duties only in a modified capacity, what limitations/modifications are necessary?

If the employee is not currently able to perform the duties what is the anticipated date the employee will be able to perform the duties with or without a modification? _____

Is the Employee capable of performing the following task? YES/NO

3) _____ INSERT JOB TASK _____

If the employee is able to perform these duties only in a modified capacity, what limitations/modifications are necessary?

If the employee is not currently able to perform the duties what is the anticipated date the employee will be able to perform the duties with or without a modification? _____

Is the Employee capable of performing the following tasks YES/NO

4) _____ INSERT JOB TASK _____

If the employee is able to perform these duties only in a modified capacity, what limitations/modifications are necessary?

If the employee is not currently able to perform the duties what is the anticipated date the employee will be able to perform the duties with or without a modification? _____

Describe any Special Tools & Equipment not captured above: _____

Describe Special Demands not referenced above: _____

This employee may work a total of _____ hours per day, and a total of _____ days per week.

Date absence began: _____ Date of Exam: _____

Date of Next Appointment (if needed): _____

Prognosis, Treatment Plan & Anticipated Maximum Medical Improvement date (attach additional pages as needed):

Health Care Provider's Signature & Credentials:

Date:

Health Care Provider's Printed Address:

Phone Number:

The completed form shall be completed and returned to:

Name:

Agency:

Title:

Address:

Phone:

Facsimile:

This document is for illustration only; SPMS agencies are permitted to utilize this document or their own approved agency task analysis form.

Appendix 7 – OSHA Standard for Bloodborne Pathogens

OSHA STANDARD FOR BLOODBORNE PATHOGENS

Code of Federal Regulations (29 CFR 1910.1030)

Not available in electronic format with this solicitation.

Hardcopy may be obtained by contacting the Procurement Officer:

Lola Tiamiyu
Department of General Services
45 Calvert Street, 2nd floor
Annapolis, MD 21401
Telephone#: 410-260-4053
Email: lola.tiamiyu1@maryland.gov

Or, it can be viewed and accessed at URL:
State of Maryland Website, Code of Federal Regulations
<https://www.ecfr.gov/>

Appendix 8 – COMAR – Drug Testing for Illegal Use of Drugs

COMAR 17.04.09 TESTING FOR ILLEGAL USE OF DRUGS

(NOTE: DOES NOT APPLY TO MDOT)

Not available in electronic format with this solicitation.

Hardcopy may be obtained by contacting the Procurement Officer:

Lola Tiamiyu
Department of General Services
45 Calvert Street, 2nd floor
Annapolis, MD 21401
Telephone#: 410-260-4053
Email: lola.tiamiyu1@maryland.gov

Or, it can be viewed and accessed at URL:
State of Maryland Website, Division of State Documents
<http://www.dsd.state.md.us/COMAR/ComarHome.html>

Appendix 9 – Invoice Sample

Preliminary and final invoices shall be securely submitted in an electronic format compatible with Microsoft Excel. The invoices shall be in the form and format as approved by the Contract Manager. As an example, please see the following workbook template to include worksheet one (1) and worksheet two (2).

Worksheet #1 (Coversheet)

Contractor Name Summary Month and Year		
Agency: Name: Sample Address: XXX XXX XXX	Invoice #: 12345 Billing Date: xx/xx/xxxx Tax ID#: xx-xxxxxxx BPO# xxxxxxxxxxx	Remittance Address Name Address City, State, Zip
Contact: Name Phone#: xxx-xxx-xxxx E-Mail: name@company.com		
Procedure Description	Units	Total
Description	xx	xxxx
Total Amount Due	0	\$0.00

Worksheet #2 (Invoice details)

Contractor Name Summary Month and Year								
Agency: Name: Sample Address: XXX XXX XXX	Invoice #: 12345 Billing Date: xx/xx/xxxx Tax ID#: xx-xxxxxxx BPO# xxxxxxxxxxx	Remittance Address: Name Address City, State, Zip						
Contact: Name Phone#: xxx-xxx-xxxx E-Mail: name@company.com								
Date of Service	Employee Name	Site Location	Last 4 of SSN	Procedure Description	Procedure Code	Amount Charge	# of Units	Total
Total Amount Due							0	\$0.00

Appendix 10 – Performance Guarantees

Representations made by the Offeror in this proposal become contractual obligations which must be met during the contract term.

Offeror will report results on all performance measurements quarterly per the requirements of the Report Card and separately for each plan type.

NOTE: It is critical to the success of the State's programs that services be maintained in accordance with the schedules agreed upon by the State. It is also critical to the success of the State's programs that the Contractor operates in an extremely reliable manner. The State and the Contractor, therefore, presume in the event of certain delay(s) or failure(s), the amount of damage which will be sustained from the delay or failure will be the amount set forth below, and the Contractor agrees in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

NOTE: Items in the response column with the words **"Willing to Comply"** requires a Yes or No response. All "No" responses must be addressed in Offer's response.

	Performance Indicator	Standard/Goal	Reporting Measurement (subject to audit by State and/or contract auditors)	Liquidated Damages*	Willing to Comply
PG-1	Routine Pre-Placement Physical or Pre-Placement Physical based upon Ergonomic Job Assessment Profile	The SMD shall securely transmit a written summary of the results within one (1) Business Day of the examination and a final written report within five (5) Business Days of the examination.	Report Card submission with supporting documents Frequency of report: Quarterly	20% of its quoted price per examination in the Financial Form.	
PG-2	Standard Psychological Evaluations	The SMD shall provide a written report to the DAC indicating whether an employee/applicant is psychologically qualified, provisionally qualified, or not qualified for employment within five (5) Business Days of the evaluation.	Report Card submission with supporting documents Report Card State verification. Frequency of report: Quarterly	20% of its quoted price per examination in the Financial Form.	

	Performance Indicator	Standard/Goal	Reporting Measurement (subject to audit by State and/or contract auditors)	Liquidated Damages*	Willing to Comply
PG-3	Initial Workability Examinations	98% or higher of referred employees must be seen by the SMD, or his/her designee within 15 Calendar Days from the date requested by the DAC.	Report Card submission with supporting documents. Frequency of report: Quarterly	50% of its quoted price per examination in the Financial Form.	
PG-4	Initial Workability Examinations	The SMD shall submit a preliminary report to the DAC within one (1) Business Day of the workability examination; and a final comprehensive written report within five (5) Business Days of the receipt of all relevant medical information including reports from medical specialists.	Report Card submission with supporting documents. Frequency of report: Quarterly	20% of its quoted price per examination in the Financial Form	
PG-5	Fitness-For-Duty/Return to Work Examinations	The SMD shall submit in a secure transmission the results of a Fitness-for-Duty/Return to Work Examination to the DAC by the end of the next Business Day following the examination and shall also provide a written copy of the examination within five (5) business days of the examination.	Report Card submission with supporting documents. Frequency of report: Quarterly	20% of its quoted price per examination in the Financial Form	
PG-6	US DOT Regulated Drug Testing	The SMD shall provide 98% or higher of all written results of all confirmed negative drug screens to the DAC within two (2) Business Days of the date of collection. The SMD shall provide 98% or higher of all written results for all non-negative drug screens and confirmed positive tests to the	Report Card submission with supporting documents. Frequency of report: Quarterly	20% of its quoted price per examination in the Financial Form.	

	Performance Indicator	Standard/Goal	Reporting Measurement (subject to audit by State and/or contract auditors)	Liquidated Damages*	Willing to Comply
		DAC within five (5) Business Days of the date of collection.			
PG-7	US DOT Regulated / Non- Regulated Substance Abuse Evaluations	After treatment but prior to the employee’s return to duty, 98% or higher of referrals to the SAP or SAC shall conduct a face-to-face evaluation or an assessment utilizing permissible modalities of interaction within three (3) Business Days of an individual demonstrating successful compliance with the recommendations of the initial evaluation.	Report Card submission with supporting documents. Frequency of report: Quarterly	50% of its quoted price per examination in the Financial Form	
PG-8	Non – Regulated Substance Abuse Testing – Drug Screening	98% or higher of all written results shall be provided for all confirmed negative drug screens to the ATR within two (2) Business Days of the Contractor’s receipt of the laboratory results.	Report Card submission with supporting documents. Frequency of report: Quarterly	20% of its quoted price per examination in the Financial Form under 98%	
		98% or higher of all written results shall be provided in a secure transmission for all non-negative drug screens and confirmed positive tests to the ATR within seven (7) Business Days of the Contractor’s receipt of the laboratory results.			
PG-9	Non – Regulated Substance Abuse Testing – Alcohol Testing Processes	The SMD’s Alcohol Technicians shall perform daily calibrations, and documented	Report Card submission with supporting documents.	\$50 for each occurrence.	

	Performance Indicator	Standard/Goal	Reporting Measurement (subject to audit by State and/or contract auditors)	Liquidated Damages*	Willing to Comply
		recalibrations following a failed daily calibration and after every positive BAT reading.	Frequency of report: Quarterly		
PG-10	Account Management	The SMD or his/her designee and the account manager will return all messages received by the State (whether by voicemail, email, or other communication method) promptly. Messages sent before 12 Noon will be returned the same day. Messages received after 12 Noon will be replied to by 12 Noon the following business day.	Report card – Contractor to maintain a log for review by the State Auditor. Frequency of report: Quarterly	\$150.00 per each delayed response.	
PG-11	Delivery of Monthly Utilization reports, Payment Tracking reports, 24/7 Utilization reports and Medical Specialist and Laboratory Services reports to the Contract Manager.	Delivery to the Contract Manager by five (5) business days following the 15 th of the month for the preceding month's activities.	Report Card submission with supporting documents. Frequency of reports – Monthly, submitted by five business days following the 15 th of every month	\$1,500 for each week or fraction thereof that reports are not received.	
PG-12	Delivery of Quarterly Reports to the Contract Manager.	Delivery to the Contract Manager within 45 calendar days following the end of the quarter.	Documentation of receipt by the Contract Manager Frequency of reports: Quarterly	\$1,500 for each week or fraction thereof that reports are not received.	