

***Maryland’s Human Services Agency***

**STATE OF MARYLAND**

**DEPARTMENT OF HUMAN RESOURCES**

**CHILD SUPPORT ENFORCEMENT ADMINISTRATION**

**INVITATION FOR BIDS (IFB)**

SOLICITATION NO. CSEA/DNA-16-001-S

**Issue Date: June 17, 2015**

STATE GENETIC PATERNITY TESTING SERVICES

NOTICE

A Prospective Bidder that has received this document from the Department of Human Resources website or <https://emaryland.buyspeed.com/bso/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder’s name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND

**NOTICE TO VENDORS**

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

**Title: State Genetic Paternity Testing Services**

**Solicitation No: CSEA/DNA-16-001-S**

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 of Maryland is simply too complicated. (Explain in REMARKS section.)

We cannot be competitive. (Explain in REMARKS section.)

Time allotted for completion of the Bid is insufficient.

Start-up time is insufficient.

Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)

Bid requirements (other than specifications) are unreasonable or too risky.

(Explain in REMARKS section.)

MBE or VSBE requirements. (Explain in REMARKS section.)

Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)

Payment schedule too slow.

Other:

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

REMARKS:

Vendor Name:       Date:

Contact Person:       Phone (     )       -

Address:

E-mail Address:

STATE OF MARYLAND

DEPARTMENT OF HUMAN RESOURCES

**CHILD SUPPORT ENFORCEMENT ADMINISTRATION**

**IFB KEY INFORMATION SUMMARY SHEET**

##### Invitation for Bids: STATE GENETIC PATERNITY TESTING SERVICES

**Solicitation Number: CSEA/DNA-16-001-S**

###### IFB Issue Date: June 17, 2015

**IFB Issuing Office: Department of Human Resources**

**Child Support Enforcement Administration**

**Procurement Officer: Sang Kang**

**Department of Human Resources**

**311 W. Saratoga Street**

**Baltimore, MD 21201**

**Phone: 410-767-7404 Fax: 410-333-0258**

[**Sang.Kang@Maryland.Gov**](mailto:Sang.Kang@Maryland.Gov)

**State Project Manager: Tiara Sykes**

**DHR/Child Support Enforcement Administration**

**Bids are to be sent to: Department of Human Resources**

**Procurement Unit**

###### 311 W. Saratoga Street

###### Room 946

###### Baltimore, MD 21201

###### Attention: Sang Kang

**Pre-Bid Conference:** **July 6, 2015 10:00 AM Local Time**

**Department of Human Resources**

###### 311 W. Saratoga Street

###### Room 952

###### Baltimore, MD 21201

**Closing Date and Time: August 3, 2015 2:00 PM Local Time**

**Public Bid Opening:** **August 3, 2015 2:30 PM Local Time**

**Department of Human Resources**

###### 311 W. Saratoga Street

###### Room 952

###### Baltimore, MD 21201

**MBE Subcontracting Goal: 0%**

**VSBE Subcontracting Goal: 0 %**

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# SECTION 1 - GENERAL INFORMATION

## 1.1 Summary Statement

* + 1. The Department of Human Resources (the “Department”) is issuing this Invitation for Bids (IFB) to provide genetic paternity testing services for the purpose of establishing paternity in contested child support cases in all of Maryland’s twenty-four (24) jurisdictions. The Child Support Enforcement Admnistration (“CSEA”) will administer the genetic paternity testing services through the local Department of Social Services (LDSS) or Office of Child Support Enforcement (OCSE) in each jurisdiction.
    2. It is the State’s intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is for a period of three (3) years beginning on or about December 1, 2015 and ending on or about November 30, 2018, plus one two-year option to be exercised at the sole discretion of the State. See Section 1.4 for more information.
    3. The Department intends to make a single award as a result of this IFB. See IFB Section 1.15 for more information.
    4. A Bidder, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

## 1.2 Abbreviations and Definitions

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

1. **AABB –** An accrediting body that has established standards of accreditation of a relationship testing facility that performs, or is responsible for the performance of the following: customer service, sample collection, testing, or result reporting of relationship testing.
2. **Bid –** A statement of price offered by a Bidder in response to an IFB.
3. **Bidder** – An entity that submits a Bid in response to this IFB.
4. **Buccal Swab** - A buccal swab, also known as buccal smear, is a non-invasive method for collecting genetic material from the inside of a person’s cheek.
5. **Business Day(s)** – The official working day(s) of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below**)**.
6. **Case** – A case in which the Department seeks to establish whether a putative father is the biological father of a child. A case involves all individuals from whom buccal swabs must be taken to make a paternity determination, and typically includes the child, the mother, and the putative father.
7. **Child Support Enforcement Administration (CSEA)** – A unit within the Department of Human Resources that administers the child support program through the state.
8. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
9. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
10. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
11. **Contractor** – The selected Bidder that is awarded a Contract by the State.
12. **CP/CU** – The parent or guardian who has primary care, custody, or control of the child is referred to as the Custodial Parent or Custodial Unit.
13. **Department of Human Resources (DHR or Department)** – DHR is Maryland’s fourth largest State agency. The DHR was established to administer the State’s Public Assistance, Social Services, and Child Support programs.
14. **eMM** – eMaryland Marketplace (see IFB Section 1.8).
15. **Establishment Unit** – The operational division within CSEA that establishes paternity and support for child support cases.
16. **Firm Fixed-Price** – A fixed unit price inclusive of all services and costs relating to this IFB that is not subject to adjustment. COMAR 21.06.03.02 A (1)
17. **Genetic Paternity Testing** – Genetic testing performed to exclude or establish a statistical probability of paternity of a child(ren) when paternity is contested.
18. **Genetic Testing Liaison** – The contact person designated by the State Project Manager in each jurisdiction to coordinate with the Contractor regarding the scheduling of specimen collection, test status, and test results. A directory of the Genetic Testing Liaisons across the State, together with contact information, shall be provided upon Notification of Award. The State Project Manager will notify the Contractor regarding any changes in designations of Genetic Testing Liaisons and will periodically provide updated directories.
19. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
20. **Incomplete Case –** A genetic paternity testing case where a sufficient buccal swab has not been collected for genetic paternity testing purposes from all individuals necessary to establish paternity.
21. **Indefinite Quantity Contract** – A contract for an indefinite quantity of goods or services to be furnished at specific times or as ordered, and where the unit prices for the goods or services are established at a Firm Fixed-Price. See COMAR 21.06.03.02(A)(2) and 21.06.03.06(A)(2)
22. **Interstate Case** – A genetic paternity testing case to establish paternity that is not an Intrastate Case.
23. **Intrastate Case** – A genetic paternity testing case in which all persons from whom genetic samples must be collected reside in the same State.
24. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the Department of Human Resources’ Child Support Enforcement Administration, Solicitation Number CSEA/DNA-16-001-S dated June 17, 2015, including any addenda.
25. **IV-D Case** – A child support case where at least one of the parties, either the CU/CP or the NCP has requested or received IV-D services from the State’s Child Support agency.
26. **Local Department of Social Services (LDSS)** – DHR administers social services programs in Maryland through the local Department of Social Services in the 24 local jurisdictions (Counties), including Baltimore City Department of Social Services and the Montgomery County Department of Health and Human Services.
27. **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.
28. **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.
29. **Non-Custodial Parent (NCP) –** The parent who does not have primary care, custody, or control of the child and has an obligation to pay child support.
30. **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](http://www.dbm.maryland.gov) – keyword: State Holidays.
31. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date.  The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation.  After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department State Project Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
32. **Office of Child Support Enforcement (OCSE)** – The local office of child support enforcement administering the child support program in Anne Arundel, Baltimore City, Baltimore County, Montgomery County, and Prince George’s County. The remaining nineteen (19) counties administer the child support program through their LDSS’s.
33. **Putative Father –** A person who has been named as the father of a child born out of wedlock but for whom paternity has not been legally established.
34. **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 A), including being 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 Bidder.
35. **Redraw/Recollection –** The collection of a genetic sample from the same person from whom a sample was previously collected due to an insufficient sample or chain of custody discrepancy.
36. **Sample Collector**– An individual certified by AABB as an AABB-trained sample collector for relationship testing purposes.
37. **State** – The State of Maryland.
38. **State Project Manager (CM)** – 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 (if applicable), and achieving completion of the Contract on budget, on time, and within scope. The State Project Manager may authorize in writing one or more State representatives to act on behalf of the State Project Manager in the performance of the State Project Manager’s responsibilities.
39. **State Fiscal Year (SFY)** – Maryland’s fiscal year that begins on July 1 of each year and ends on June 30 of the following year.
40. **Total Bid Price** – The Bidder’s total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
41. **Uniform Interstate Family Support Act (UIFSA)** –As amended, a model act originally drafted by the National Conference of Commissioners on Uniform State Law that provides uniform rules for administering child support enforcement provisions across states and that constrains courts in different states from asserting jurisdiction over the same child support case. Federal law requires each State to enact UIFSA in order to receive federal funding for child support enforcement programs, and each estate has adopted a version of UIFSA. *See*, *e.g.*,Md. Code Ann., Family Law Art., Title 10, Subtitle 3.
42. **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 COMAR 21.11.13.

## 1.3 Contract Type

The Contract resulting from this solicitation shall be an Indefinite Quantity/ Firm Fixed-Unit Price Contract, as defined in **COMAR 21.06.03.06A (2) and 21.06.03.02A (1).**

## 1.4 Contract Duration

1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).

1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.”  During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.

* + 1. As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2 definition), anticipated to be on or about December 1, 2015, the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.
    2. The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 1.4.2) plus three (3) years from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation. This Contract may be extended for a period of two years at the sole discretion of the Department and at the prices quoted in the Bid Form for Option Years.

1.4.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

## 1.5 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Sang Kang

Procurement Officer

Department of Human Resources

Procurement Unit

311 W Saratoga Street, Room 946

Baltimore, MD 21201

Phone Number: 410-767-7404

Fax Number: 410-333-0258

E-mail: sang.kang@maryland.gov

The Department may change the Procurement Officer at any time by written notice.

## 1.6 State Project Manager

The State Project Manager is:

Tiara Sykes

State Project Manager

Department of Human Resources

Child Support Enforcement Administration

Grants and Contract Services Division

311 W. Saratoga Street, 3rd Floor

Baltimore, Maryland 21201

Phone Number: 410-767-5029

Fax Number: 410-333-0952

E-mail: Tiara.Sykes@maryland.gov

The Department may change the State Project Manager at any time by written notice.

## 1.7 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held on July 6, 2015, beginning at 10:00 AM Local Time, at Department of Human Resources, 311 West Saratoga Street, Room 952, Baltimore, MD 21201. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a written record of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB. This written record, as well as the questions and answers, will also be posted on eMaryland Marketplace. See IFB Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (410) 333-0258 the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on July 2, 2015. The Pre-Bid Conference Response Form is included as **Attachment E** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than June 29, 2015. The Department will make a reasonable effort to provide such special accommodation.

## 1.8 eMarylandMarketplace

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website [www.dhr.state.md.us](http://www.dhr.state.md.us) and possibly other means for transmitting the IFB and associated materials, the solicitation and summary of the Pre-Bid Conference, Bidder questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bso/login.jsp>, click on “Register” to begin the process, and then follow the prompts.

## 1.9 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: [**sang.kang@maryland.gov**](mailto:sang.kang@maryland.gov)**.** Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Bid due date. Questions are requested to be submitted at least five (5) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

## 1.10 Procurement Method

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

## 1.11 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 “Required Bid Submissions,” must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than 2:00 PM Local Time on August 3, 2015 in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this section will not be considered.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

**Bids may not be submitted by e-mail or facsimile.**

Vendors 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, etc.). This form is located in the IFB immediately following the Title Page (page ii).

## 1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

## Receipt, Opening and Recording of Bids

1.13.1 Receipt. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

* + 1. Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the total Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.
    2. The Bid Opening shall be August 3, 2015, 2:30 PM Local Time at Department of Human Resources, 311 West Saratoga Street, Room 952, Baltimore, MD 21201.

## 1.14 Confidentiality of Bids

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

## 1.15 Award Basis

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. The most favorable Total Bid Price will be the lowest price total on **Attachment F** - Bid Form.

## 1.16 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

## 1.17 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer’s request only with the Bidder’s written agreement.

## 1.18 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date for Bids, the Department shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the Department’s procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder’s Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

## 1.19 Cancellations

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

## 1.20 Incurred Expenses

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

## 1.21 Protest/Disputes

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

## 1.22 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder’s Bid. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this IFB (see Section 1.33 “Minority Business Enterprise Goals” and Section 1.41 “Veteran-Owned Small Business Enterprise Goals.”).

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder shall submit with its Bid an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

## 1.23 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the State Project Manager prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the State Project Manager, the Contract may be terminated for default which 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.

## 1.24 Mandatory Contractual Terms

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

## 1.25 Bid/Proposal Affidavit

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

## 1.26 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit must be provided within ten (10) Business Days of notification of proposed Contract award. This Contract Affidavit is also required to be submitted by the Contractor with any Contract renewal, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), note that a business entity that is organized outside of the State of Maryland is considered to be a “foreign” business.

## 1.27 Compliance with Laws/Arrearages

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

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

## 1.28 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; 301 West Preston Street, Room 803; Baltimore, Maryland 21201. The SDAT website is <http://sdatcert3.resiusa.org/ucc-charter/> .

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

## 1.29 False Statements

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

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

(a) Falsify, conceal, or suppress a material fact by any scheme or device;

(b) Make a false or fraudulent statement or representation of a material fact; or

(c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

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

## 1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror 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 selected Bidder/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/‌Government\_‌Services/‌State\_Accounting\_Information/Static\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf)

## 1.31 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 Minority Affairs (GOMA) 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 must comply with the prompt payment requirements outlined in the Contract, Section 31 “Prompt Payment” (see **Attachment A**). Additional information is available on GOMA’s website at: <http://goma.maryland.gov/‌Documents/‌Legislation/‌PromptPaymentFAQs.pdf>.

## 1.32 Electronic Procurements Authorized

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

B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.

C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:

(a) the solicitation (e.g., the IFB/RFP);

(b) any amendments;

(c) pre-Bid/Proposal conference documents;

(d) questions and responses;

(e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;

(f) notices of award selection or non-selection; and

(g) the Procurement Officer’s decision on any Bid protest or Contract claim.

1. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
2. ask questions regarding the solicitation;
3. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
4. submit a "No Bid/Proposal Response" to the solicitation.
5. The Procurement Officer, the State Project Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or State Project Manager.

E. 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 Bids or Proposals;

2. filing of Bid Protests;

3. filing of Contract Claims;

4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or

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

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or State Project Manager.

## 1.33 Minority Business Enterprise Goal and Subgoals

There is no MBE subcontractor participation goal for this procurement.

## 1.34 Living Wage Requirements

Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code, State Finance and Procurement, § 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.

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.

Additional information regarding the State’s living wage requirement is contained in **Attachment G**. Bidders must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid. If a Bidder fails to complete and submit the required documentation, the State may determine a Bidder to be not responsible under State law.

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 Tier 2 Area of the State. 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.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract.

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>.

**NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

## 1.35 Federal Funding Acknowledgement

1.35.1 There are programmatic conditions that apply to this Contract due to Federal funding (see **Attachment H**).

1.35.2 The total amount of Federal funds allocated for the Maryland Department of Human Resources’ Child Support Enforcement Administration is $**79,677,611** in Maryland State fiscal year FY’2015. This represents **90.28%** of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

1.35.3 This Contract contains federal funds. The source of these federal funds is: **TITLE IV-D**. The CFDA number is**: 93.563.** The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment H**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment H** and Bidders are to complete and submit these Attachments with their Bid as instructed in the Attachments. Acceptance of this agreement indicates the Bidder’s intent to comply with all conditions, which are part of this Contract.

## 1.36 Conflict of Interest Affidavit and Disclosure

Bidders shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with their Bid. All Bidders are advised that if a Contract is awarded as a result of this solicitation, the Contractor’s personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

## 1.37 Non-Disclosure Agreement

All Bidders are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment J**. This Agreement must be provided within ten (10) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal.

## 1.38 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 HIPAA, the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in **Attachment K**. This Agreement must be provided within ten (10) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal. Should the Business Associate Agreement not be submitted upon expiration of the ten (10) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder with the next lowest Bid or next highest overall-ranked Proposal.

## 1.39 Nonvisual Access

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

## 1.40 Mercury and Products That Contain Mercury

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

## 1.41 Veteran-Owned Small Business Enterprise Goal

There is no Veteran-Owned Small Business Enterprise (VSBE) participation goal for this procurement.

## 1.42 Location of the Performance of Services Disclosure

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

## 1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

## 1.44 Small Business Reserve (SBR) Procurement

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

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# SECTION 2 – MINIMUM QUALIFICATIONS

## 2.1 Bidder Minimum Qualifications

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met:

2.1.1 The Bidder shall be an AABB Accredited Relationship (DNA) Testing Facility. A copy of the Bidder’s AABB accreditation certificate shall be submitted with the Bid.

2.1.2 The Bidder must be on CSEA’s list of paternity testing laboratories. *See* Md. Code Ann., Family Law Article § 5‑1029(c) and COMAR 07.07.04.04. Please refer to Attachment U for directions on how to apply to be placed on the CSEA list of approved genetic testing laboratories.

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# SECTION 3 – SCOPE OF WORK

## 3.1 Background and Purpose

CSEA is responsible for the delivery of child support services in the State of Maryland. These services include parent location, establishment of paternity, establishment and enforcement of child and medical support obligations, review and adjustment of support obligations, and the collection and disbursement of child support payments.

State and Federal child support enforcement regulations require genetic tests to confirm or refute paternity in contested child support cases. CSEA has provided State genetic paternity testing services under Contract since 1999. From January 2011 through December 2014, approximately 45,000 genetic tests (including genetic tests of approximately 235 incarcerated individuals) were performed in Maryland. See **Attachment P**, for a breakdown by jurisdiction.

Each jurisdiction coordinates the scheduling of all the genetic paternity testing it requires. The Contractor will collect specimens on a regular schedule, generally from one of the following three (3) locations: (i) at the offices of the local LDSS or OCSE, (ii) at courthouses, and (iii) at correctional facilities from individuals who are incarcerated. In rare and unique circumstances, the contractor will collect specimens at other off-site locations for individuals who have special needs that make on-site collection impractical. These circumstances have been extremely rare during the course of the current contract. In fact, there has been no such occurrence.

A list identifying the Genetic Testing Liaison for each jurisdiction will be provided to the awardee. **See Attachment Q** for a current list of testing dates and sites for the State.

Historically, a large majority of collection from incarcerated individuals took place at in-State facilities. During the time period of December 2010 to April 2015, there were six (6) cases of the Contractor collecting specimen from incarcerated individuals in out-of-State facilities. **See Attachment P** for a breakdown of genetic testing conducted at in-State and out-of-State correctional facilities.

CSEA estimates that approximately 4,000 cases (each case requires an average of 3 people to be tested, for a total of **12,000** individual tests) will require genetic paternity testing annually under the Contract resulting from this IFB. The actual number of tests to be performed and specimens to be destroyed cannot be guaranteed and may be higher or lower. CSEA will only pay for actual services rendered.

## 3.2 Scope of Work - Requirements

**3.2.1 Case Management**

1. The Contractor shall maintain up-to-date records of Maryland cases that include the names, dates of birth, race, and relationships of all individuals whose genetic material must be analyzed to make a paternity determination. In most cases, specimen will be taken from the child, mother, and putative father. However, when a mother or putative father is deceased or unavailable for testing, the Genetic Testing Liaison may identify, after consultation with the Contractor as may be needed, additional blood relatives needed in a particular case.
2. The Contractor shall record the pertinent genetic testing information obtained from a single specimen in all active cases involving the same person. For example, in cases involving a genetic paternity determination involving presumed, biological siblings with the same putative father, a single specimen will be taken from the putative father and the test results from that putative father will be recorded in the cases created for each of the presumed siblings.
3. The Contractor shall maintain records that identify the current status of each case, including the status of whether specimens have been taken and whether testing has been completed for each individual required in each case.
4. The Contractor shall maintain an Internet portal through which the State Project Manager and the Genetic Testing Liaisons can search Maryland cases to view Sensitive Data as defined in Section 3.3.3(a) of this IFB, including the name, race, relationship, digital photograph, specimen collection status for each individual required in the case, and paternity determination information. The Contractor will provide access to Genetic Testing Liaisons that is restricted to their own specific case load. The Contractor shall provide the State Project Manager with a master list of log-in credentials annually upon contract anniversary date. The Contractor shall immediately terminate log-in access credentials upon notification from the State Project Manager.
5. The Contractor shall receive specimen(s) collected outside the State of Maryland and/or DNA test reports on such specimen for Maryland active cases, pursuant to UIFSA <http://www.acf.hhs.gov/programs/css/resource/interstate-child-support-enforcement-case-processing-and-uifsa>. The Contractor shall comply with UIFSA, invoice the State of Maryland under this IFB for the fixed unit price of the test, and shall be responsible for paying the out-of-state contractor.
6. The Contractor shall collect specimen(s) for Maryland residents involved in out-of-state cases, as directed by the Genetic Testing Liaison. In those out-of state cases, the Contractor shall submit the specimen for those out-of-state cases or submit a completed DNA test report to the appropriate out-of-state contractor or governmental agency. The Contractor shall comply with UIFSA regulations and invoice the out-of-state entity identified by the Genetic Testing Liaison. The Contractor shall not invoice the State for any testing for out-of-state cases.

**3.2.2 Specimen Collection**

1. The Contractor shall provide Sample Collectors to collect specimen containing genetic material as needed from persons who reside in the State of Maryland by means of a routine noninvasive buccal swab, for purposes of ascertaining whether a putative father can be excluded as a biological father in child support cases. The specimen collection and testing methodology shall be sufficient to determine paternity with accuracy rates consistent with those attained through best practices in the industry as established by AABB <http://www.aabb.org/>. When the child, mother, and putative father are all tested, the methodology must be sufficient to exclude at least 99.9% of the population as biological fathers of the child. The Sample Collector shall copy and record all information needed for the completion of Chain-of-Custody forms.
2. The Contractor shall provide Sample Collectors to collect specimen throughout the State as directed by the Genetic Testing Liaisons.
   1. In the vast majority of situations, specimen collection will occur at the Local Child Support Enforcement Office in each jurisdiction on a schedule determined by the Genetic Testing Liaison. See **Attachment Q—State Collection Sites** for the current schedule in each jurisdiction.
   2. Testing of incarcerated individuals will occur at correctional facilities at times and on conditions directed by each correctional facility. See **Attachment R – List of Correctional Facilities in Maryland**. The Contractor shall complete the specimen collection at correctional facilities as expeditiously as feasible. No later than ten (10) Business Days after notice by the Genetic Testing Liaison that a specimen must be obtained from an incarcerated individual, the Contractor shall schedule an appointment with the applicable correctional facility for the Sample Collector to collect the specimen. The Contractor shall make plans to accommodate the earliest available date offered by the correctional facility. The Contractor’s Sample Collector shall comply with visitation rules imposed by the correctional facility, including but not limited to rules relating to the presentment of identification and to consent for pre- and post-entry searches.
   3. When required by a Genetic Testing Liaison or by court order, testing must be conducted at a court house or other location.
   4. When testing is required of a person with significant physical or mental disabilities and as directed by the Genetic Testing Liaison, the Sample Collector shall collect the specimen a time and location within the State that appropriately accommodates the person’s disabilities.
3. The Contractor shall develop and comply with a Sample Collector & Alternate Collector Plan, subject to the approval of the State Project Manager that ensures that the Sample Collector is available at each location at least fifteen (15) minutes prior to the first scheduled time for collecting specimen. The plan must ensure the Genetic Testing Liaison and the State Project Manager receive contact information, including mobile telephone numbers, for reaching the Sample Collector assigned to collect specimen. The plan must ensure that if a Sample Collector is unable to arrive at the scheduled location and time, the Contractor will notify the Genetic Testing Liaison and the State Project Manager as soon as practicable by telephone and email with an explanation of the problem. The plan must contain provisions for the Contractor to arrange for an alternate Sample Collector if the assigned Sample Collector will not be able to arrive within 90 minutes of the scheduled start time for collecting specimens. The Contractor must provide the Sample Collector & Alternate Collector Plan no later than five (5) Business Days after Contract Commencement.
4. The Contractor shall, consistently with AABB guidelines, supply all materials necessary for the Sample Collectors’ collection, preservation, preparation, and shipment of specimen in a manner that precludes contamination, tampering, or substitution of specimens and otherwise ensures the integrity of the testing methodology. The Contractor shall supply all materials needed to operate and maintain the testing area in accordance with the appropriate standard of care.
5. The Contractor shall take a headshot photograph of each person from whom specimen is collected, shall immediately print the photograph, and shall attach the photograph to the Chain-of-Custody form(s). The Contractor shall supply the camera, printer, and all supplies necessary to fulfill that purpose, including a back-up camera and supplies in case of any equipment malfunction.

When requested by the Genetic Testing Liaison where the mother, putative father, and child are tested at the same time and location, the Contractor shall take and shall immediately print, an additional photograph showing the mother, child, and putative father together, with each adult person displaying their photo ID, and shall attach the photograph to the Chain-of-Custody form(s).

1. The Contractor shall utilize the best practices identified by AABB at all times, including but not limited to its procedures involved in the collection of samples and the transmission of those samples to its laboratories. For samples taken for non-Maryland cases, the Genetic Testing Liaison will convey delivery instructions provided by the requesting State.

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1. The Contractor shall ensure that each individual who is an adult or who is tested as a parent or as a putative parent provides at least two forms of identification, including at least one valid, photo identification card that is either a State-issued driver’s license, a State-issued identification card, or a Passport). The Contractor shall attach copies of the identification to the Chain-of-Custody form(s). The Contractor shall consult with the Genetic Testing Liaison prior to proceeding with the testing if appropriate identification is not provided. The Contractor shall record any variances or discrepancies regarding the validity of the identification on the Chain-of-Custody form and shall not engage the person providing the specimen regarding the validity of the identification.
2. The Contractor shall provide training to the Genetic Testing Liaison and one additional person per jurisdiction, as may be requested by the State Project Manager. The training shall be sufficient to enable the Department to submit specimen taken by the trained person(s) for laboratory testing by the Contractor in extraordinary circumstances when the Contractor’s Sample Collector is unavailable. The trainings will include an overview of the collection process as well as hands-on training for the specified individuals.

**3.2.3 Laboratory Testing and Case Reporting**

1. The Contractor shall maintain AABB accreditation as a Relationship (DNA) Testing Facility. A copy of the AABB accreditation certificate shall be submitted to the State Project Manager annually by November 30th of each year (and upon request by the CM)..
2. The Contractor shall analyze all specimens promptly upon receipt.
3. If a recollection of specimen is necessary for any reason, the Contractor shall contact the appropriate Genetic Testing Liaison immediately upon discovery of the need for recollection. If the recollection is necessary due to negligence or malfeasance of the Contractor, as determined unilaterally by the CM, the Contractor may not charge the State with any costs associated with the recollection.
4. The Contractor shall provide the Genetic Testing Liaison with an Individual Report that describes the test results in each case, including all relevant information regarding the case, the individuals tested, and the total amount billed for the case. The Individual Report must be signed by the authorized scientist at the laboratory and must comply with the standard of care in the industry. The Individual Report is due no later than fourteen (14) days after the Contractor receives or collects the final specimen needed for the paternity determination.

**3.2.4 Staffing of Personnel**

The Contractor shall ensure that all personnel assigned to work under the Contract be fully qualified to perform assigned duties. The Contractor shall immediately replace any personnel assigned to work under the Contract upon the request of the State Project Manager.

The Contractor shall designate a Project Manager as key personnel, subject to the approval of the State Project Manager, no later than five (5) Business Days of notification of proposed Contract award. The Project Manager will be responsible for ensuring that all services provided under the Contract are fulfilled in a timely and professional manner and is the State’s point of contact regarding the genetic paternity testing services under the Contract. The Project Manager shall also attend bi-annual meetings either in person or via video or phone conference at the discretion of the CM. The Project Manager shall have a minimum of three years of project management experience, including major accounts experience, and shall possess a Bachelor’s degree. Strong knowledge of specimen-collection procedures and HIPAA are preferred. The Contractor shall provide the CM with a copy of the proposed Project Manager’s resume no later than five (5) Business Days after notification of proposed Contract award and prior to any proposed changes to the designation of the Project Manager.

**3.2.5 Reporting**

The Contractor shall submit the following reports to the State Project Manager by email, in an electronic format, unless otherwise indicated:

1. **Monthly Summary Report**. The Monthly Summary Report provides information, organized by jurisdiction, regarding the status of all cases active in the preceding month, including the Department’s case number, the paternity determination (if made), the names, dates of birth, race, and relationship to the child of each individual required to be tested in the case, the dates of specimen collection (if completed), and the total amount billed in each case. The Monthly Summary Report is due no later than the 15th date of each month and shall report information on all cases that were open in the prior month.
2. **Monthly Accounting Report**. The Monthly Accounting Report provides a summary of the invoices for the work completed in the previous month, including all of the Contractor and Contract identification details required to be included on the monthly invoice (see Section 3.6.1(a)) together with a breakdown by jurisdiction of the number of tests conducted in the month, the amount billed, and the amount of payment(s) received). The Monthly Accounting Report is due no later than the 15th date of each month and shall report invoicing information for the prior month.
3. **Incomplete Case Report** – The Incomplete Case Report identifies each case in which specimen or test results have been collected or received from at least one individual but not all individuals required in that case and that describes the testing status of each individual. For those cases, the Incomplete Case Report must contain all of the information required in the Monthly Summary Report and must also provide an explanation, if known by the Contractor, why specimen have not been collected from each individual required in the case. The Incomplete Case Report is due no later than the 15th date of each month
4. **Annual Report -** The Annual Report shall present aggregate data regarding the number of genetic tests completed for each jurisdiction during the calendar year, including:

Aggregate demographic information for the individuals tested, including the age, race, county of residence, and related information.

Aggregate data on the number of cases open at the beginning of the year, new cases opened during the calendar year, cases completed during the year, and incomplete cases at the end of year.

Aggregate data of the inclusion and exclusion rates of putative fathers.

Aggregate data regarding the numbers of incarcerated persons tested by institutional name and by jurisdiction.

The Contractor shall submit the Annual Report in hard copy format to the State Project Manager no later than January 15th of each year, beginning January 15, 2017, for the prior calendar year. In the last calendar year of the Contract, the Contractor shall submit the Annual Report no later than the termination date of the Contract. The Contractor shall develop the format of the Annual Report based on consultation with the State Project Manager. The Contractor must propose, subject to the State Project Manager’s approval, a draft format for the Annual Report, including all aggregate data and analyses to be contained therein, no later than February 28, 2016.

## 3.3 Security Requirements

3.3.1 **Employee Identification**

(a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

(b) At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge, above the waist, in a visible location at all times.

3.3.2 **Criminal Background Check**

The Contractor shall obtain from each prospective employee, temporary employee, contractor, or agent assigned under the scope of work described in this IFB 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 on all such employees, temporary employees, contractors, or agents prior to assignment. The Contractor shall provide the State Project Manager with an affidavit (**Criminal Background Check Affidavit—Attachment T)** affirming the required background checks have been performed no later than the Go-Live Date and shall submit a new affidavit annually, no later than November 30th of each year starting in 2016. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the State Project Manager.

3.3.3 **Information Technology**

For purposes of this solicitation and the resulting Contract:

(a) "Sensitive Data” means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes 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; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of “personal information” under Md. Code Ann., State Govt. § 14-3501(d); or (4) falls within the definition of “personal information" under Md. Code Ann., St. Fin. & Proc. § 10-1301(c).

1. “Relevant subcontractor” includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.
2. The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.
3. The Contractor, including any and all subcontractor(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State of Maryland Department of Information Technology Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. The State IT Security Policy may be revised from time to time. The Contractor and all subcontractors 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](http://www.doit.maryland.gov) – keyword: Security Policy.

3.3.3.1 **Information Security Requirements**

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor shall:

1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
2. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor’s systems’ surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures shall include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/subcontractor’s system configuration files.
3. Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor’s and/or subcontractor’s security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system’s security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
4. Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor’s and subcontractor’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system’s security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
5. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this 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.
6. Enforce strong user authentication and password control measures over the Contractor/subcontractor’s systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology’s Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
7. Ensure State data under this service is not processed, transferred, or stored outside of the United States.
8. Ensure that State data is not comingled with the Contractor’s and subcontractor’s other clients’ data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user’s access or security level.
9. Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2. Further information on cryptographic modules is available at: [http://csrc.nist.gov/publications/**fips**/**fips140-2**/**fips1402**.pdf](http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf) and <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>.
10. Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor u**ser** a**ccess act**i**vities,** authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Departm**ent** o**f Informa**t**ion Secu**rity Policy: [http://doit.maryland.gov/**supp**o**rt/Pages/**S**ecurityP**olicies.aspx](http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx)
11. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activi**ty f**o**r investi**g**ation an**d documentation as to their cause and perform remediation, if required. The Department 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 this Contract.
12. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
13. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.
14. Review at regular intervals 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.
15. Ensure that the Contractor’s and any subcontractor’s personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the State Project Manager to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.3.3.2  **Contingency /** **Disaster Recovery Plans**

1. The Contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this 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.
2. The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored after a disruption within ten (10) Business Days in order to avoid unacceptable consequences due to the unavailability of services.
3. The Contractor and any relevant subcontractor(s) shall test the contingency/disaster recovery 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 annual test shall include backup media restoration and failover / fallback operations.
4. Such contingency and disaster recovery plans shall be available for the Department to inspect and to test at any reasonable time, and shall be subject to regular updating, revision, and testing throughout the term of the Contract.

3.3.3.3 **Incident Response Requirement**

1. The Contractor agrees to notify the State Project Manager when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
2. The Contractor further agrees to notify the State Project Manager within one (1) Business Day of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the State Project Manager and Procurement Officer.
3. The Contractor agrees to notify the State Project Manager within two (2) hours if there is a threat to the Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department’s Sensitive Data.
4. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the State Project Manager within one (1) Business Day after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
5. The Contractor, within one (1) Business Day of discovery, shall report to the State Project Manager any improper or non-authorized use or disclosure of Sensitive Data. The Contractor's report shall identify:
   1. the nature of the unauthorized use or disclosure;
   2. the Sensitive 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 will take to prevent future similar unauthorized use or disclosure.

In addition, the Contractor shall provide such other information, including a written report, as may be reasonably requested by the State.

1. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
2. This Section 3.3.3.3 shall survive expiration or termination of the Contract.

## 3.4 Insurance Requirements

3.4.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of $1,000,000 per occurrence and $3,000,000 aggregate.

3.4.2 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.4.3 Within ten (10) Business Days of recommendation for Contract award, the Contractor shall provide the State Project Manager with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the State Project Manager. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:

a. Workers’ Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.

b. Commercial General Liability as required in Section 3.4.1.

c. Automobile and/or Commercial Truck Insurance as required in Section 3.4.2.

3.4.4 The State shall be listed as an additional insured on the policies with the exception of Worker’s Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, by certified mail, not less than 45 days’ advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Contractor shall provide the State Project Manager with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.4.5 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

## 3.5 Problem Escalation Procedure

3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

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

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. 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:

* The process for establishing the existence of a problem;
* Names, titles, and contact information for, progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
* 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;
* Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures;
* The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
* Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
* A process for updating and notifying the State Project Manager of any changes to the PEP.

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

## 3.6 Invoicing

3.6.1 **General**

(a) All invoices for services shall be signed by the Contractor and submitted to the Genetic Testing Liaison in the jurisdiction that ordered the tests. All invoices shall include the following information:

* Contractor name;
* Remittance address;
* Federal taxpayer identification number
* Invoice period;
* Invoice date;
* Invoice number;
* State assigned Contract number;
* State assigned (Blanket) Purchase Order number(s);
* Goods or services provided, including the number of tests completed per jurisdiction and the Fixed Unit Price Per Test (including tests charged pursuant to Section 3.2.1(E));
* The date, jurisdiction, and number of any specimen collected pursuant to Section 3.2.1(F) for which the Contractor is not authorized to invoice the State;
* The date, jurisdiction, and number of any recollections pursuant to Section 3.2.3(C) for which the Contactor is not authorized to invoice the State; and
* Amount due.

No travel time or mileage costs shall be paid for any services under this Contract.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) 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 in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the “Living Wage” provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. 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 21.10.02.

3.6.2 **Invoice Submission Schedule**

The Contractor shall submit invoices by the 15th of each month for services provided in the preceding month. Payments shall be made based on the Contractor’s Firm Fixed-Unit Price for genetic paternity testing and actual services provided for any and all parties involved in a case (mother, child, and a single putative father). Payment is contingent upon certification by each jurisdiction’s Genetic Testing Liaisonthat the invoiced amount is consistent with the number of tests obtained. Invoices must be submitted to the appropriate Genetic Testing Liaison**.**

## 3.7 MBE Reports

There is no MBE subcontractor participation goal for this procurement.

## 3.8 VSBE Reports

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

## 3.9 SOC 2 Type 2 Audit Report

This section applies to the Contractor and any relevant subcontractor who provides services for the Department’s identified critical functions, handles Sensitive Data (defined in Section 3.3.3(a), above), and/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 choosing, of the Contractor’s and any relevant subcontractor’s handling of Sensitive Data and the Department’s critical functions, which are identified as personal medical information (genetic testing) processing services, and shall address all areas relating to Information Technology security and operational processes (see RFP Section 3.3.3.). These services provided by the Contractor and any relevant subcontractor that shall be covered by the audit will collectively be referred to as the “Information Functions and/or Processes.” Such audits shall be performed in accordance with audit guidance: *Reporting on 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:

* + 1. 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”). The initial SOC 2 Audit shall be scheduled and completed no later than March 1, 2017 and shall cover the period from the start date of the Contract through December 31, 2016. All subsequent SOC 2 Audits that are arranged after this initial audit shall be performed on annual basis and submitted to the State Project Manager by March 1 of each year for the preceding calendar year.
    2. The SOC 2 Audit shall report on the Contractor’s and any relevant subcontractor’s system(s) and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the Contract, including the Security Requirements identified in Section 3.3, relevant to the following trust principles: Security, Confidentiality, and Privacy as defined in the aforementioned Guidance.
    3. 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 principles of Security, Availability, Confidentiality, Processing Integrity, and/or 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/or Processes through modifications to the Contract, or due to changes in information technology or 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.
    4. 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.
    5. All SOC 2 Audits, including those of the Contractor and any relevant subcontractor, shall be performed at no additional expense to the Department.
    6. The Contractor and all relevant subcontractors shall promptly provide a complete copy of the final SOC 2 Report(s) to the State Project Manager upon completion of each SOC 2 Audit engagement.
    7. The Contractor shall provide to the State Project Manager, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or subcontractor(s) along with the date(s) when each remedial action is to be implemented.
    8. If the Contractor, including any relevant subcontract, currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor’s and any relevant subcontractor’s current information security assessments are acceptable in lieu of the SOC 2 Report(s).
    9. If the Contractor and any relevant subcontractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in RFP Section 3.9.1, 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.

## 3.10 End of Contract Transition

At the end of this contract, the Contractor will comply with the following with regard to limiting services provided and transferring responsibility to a new Contractor:

1. During the transition period, the Contractor shall complete genetic paternity testing on all cases referred from local child support entities and received by the Contractor.
2. No new cases shall be referred to the genetic testing contractor within the **fourteen calendar days prior to the end date of the contract.** During the fourteen calendar days prior to the end date of the contract transition period, the taking of specimens shall desist to allow time for the Contractor to complete all specimen tests and, for completed cases, to issue Individual Reports.
3. During the transition period, the Contractor shall, in accordance with procedures recognized by AABB and as requested by the State Project Manager, transfer testing results or specimen collected for all Incomplete Cases.
4. On the last day of the transition period, the Contractor shall notify the State Project Manager of the names and jurisdiction of the individuals from whom specimen have been collected and for which testing has not been completed. The Contractor shall not destroy specimens for which results have not been provided except upon written authorization of the State Project Manager.

The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin fourteen days (14) before the Contract end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the State Project Manager.  **The State Project Manager may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.**

## 3.11 Deliverables

**3.11.1 Minimum Deliverable Quality**

Contractors shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State. Each deliverable shall meet the following minimum acceptance criteria:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the deliverable’s content.
3. Represent factual information reasonably expected to have been known at the time of submittal.
4. In each section of the deliverable, include only information relevant to that section of the deliverable.
5. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
6. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
7. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

At the sole discretion of the CM, if a submitted deliverable does not meet the minimum deliverable quality (as detailed in items A-G, above) , the State may deduct the corresponding amount from the Contractor’s invoice submission as described in Section 3.6.1.b. When the CM determines that the substandard deliverable is brought into full compliance with the State’s standard for minimum deliverable quality, payment for that deliverable will be released.

**3.11.2 Deliverables Description and Frequency**

|  |  |  |
| --- | --- | --- |
| **IFB Ref. Section** | **Deliverable Description** | **Deliverable Frequency (submit to State Project Manager unless otherwise specified)** |
| 3.2.3(B) | Verification of AABB Accreditations | Annually, by November 30th of each year beginning 2016. |
| 3.2.3(D) | Individual Results Report | Submit to the Genetic Testing Liaison, 14 Days after Contractor receives the final specimen needed in each case. |
| 3.2.5(A) | Monthly Summary Report | 15th Day of Each Month |
| 3.2.5(B) | Monthly Accounting Report | 15th Day of Each Month |
| 3.2.5(C) | Incomplete Case Report | 15th Day of Each Month |
| 3.2.5(D) | Annual Report | January 15th of each year, beginning 2017. In the last calendar year of the Contract, the Contractor shall submit the Annual Report no later than the termination date of the Contract. A draft format for the Annual reports must be submitted no later than February 28, 2016. |
| 3.3.3 | Criminal Background Check | By the Go-Live Date, and annually by November 30th of each year beginning 2016. |
| 3.4.5 | Certificates of Insurance | Within 10 business days following notification of recommendation for contract award, and at least annually thereafter. |
| 3.9.1 | Initial SOC 2 Audit | March 1, 2017 |

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# SECTION 4 – BID FORMAT

## 4.1 One Part Submission

Bidders shall submit with their Bid all Minimum Qualification documentation required (see Section 2), and all Required Bid Submissions (see Section 4.4) in a single sealed package/envelope.

## 4.2 Labeling

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

## 4.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form (**Attachment F**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

## 4.4 Required Bid Submissions

Bidders shall include the following with their Bid:

4.4.1 **Transmittal Letter:**

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

* Name and address of the Bidder;
* Name, title, e-mail address, and telephone number of primary contact for the Bidder;
* Solicitation Title and Solicitation Number that the Bid is in response to;
* Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
* Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual’s Social Security Number (SSN);
* Bidder’s eMM number;
* Bidder’s MBE certification number (if applicable);
* Acceptance of all State IFB and Contract terms and conditions (see Section 1.24); and
* Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.14 “Confidentiality of Bids”).

In addition, the Transmittal Letter shall indicate whether the Bidder is the subsidiary of another entity, and if so, whether all information submitted by the Bidder pertains exclusively to the Bidder. If not, the subsidiary Bidder shall include a guarantee of performance from its parent organization as part of its Executive Summary (see RFP Section 1.22 for more information).

4.4.2 **Minimum Qualifications Documentation:**

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Bidder Minimum Qualifications.”

4.4.3 **Completed Required Attachments:** Submit five (5) copies of each with original signatures:

a. Completed Bid Form (**Attachment F**).

b. Completed Bid/Proposal Affidavit (**Attachment B**).

c. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).

4.4.4 **Additional Documents**: Submit five (5) copies of each with original signatures.

1. A Signed Statement from the Bidder’s Parent Organization Guaranteeing Performance of the Bidder (if applicable). **\*see Section 1.22**
2. Completed Federal Funds Attachment (**Attachment H**) **\*see Section 1.35.**
3. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) **\*see Section 1.36.**

4.4.5 **References:**

At least three (3) references are requested from clients who are capable of documenting the Bidder’s ability to provide the services specified in this IFB. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) years and shall include the following information:

a. Name of client organization;

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

c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

**NOTE:** References from DHR Personnel are not acceptable.

* + 1. **List of Current or Prior State Contracts:**

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

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

Information obtained regarding the Bidder’s level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

* + 1. **Financial Capabilities:**

The Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

* + 1. **Certificate of Insurance:**

The Bidder shall provide a copy of the Bidder’s current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” naming the State as an additional insured if required, within ten (10) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

* + 1. **Subcontractors:**

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform.

* + 1. **Legal Action Summary:**

This summary shall include:

i. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;

ii. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;

iii. A description of any judgments against the Bidder within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and

iv. In instances where litigation is on-going and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

## 4.5 Reciprocal Preference

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

* The Maryland resident business is a responsible Bidder;
* The most advantageous Bid is from a responsible Bidder whose principal office or principal operations through which it would provide the services required under this IFB is in another state;
* The other state gives a preference to its resident businesses through law, policy, or practice; and
* The Maryland resident 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.

## 4.6 Delivery

Bidders may either mail or hand-deliver Bids.

* + 1. For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and a Bidder using first class mail will not be able to prove a timely delivery at the mailroom.
    2. Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, a Bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

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

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within ten (10) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

a. signed Contract (**Attachment A**),

b. completed Contract Affidavit (**Attachment C**),

c. signed Non-Disclosure Agreement (**Attachment J**), **\*see Section 1.37**,

d. signed HIPAA Business Associate Agreement (**Attachment K**), **\*see Section 1.38**,

e. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, **\*see Section 3.4.**

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# IFB ATTACHMENTS

**ATTACHMENT A – Contract**

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within ten (10) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

**ATTACHMENT B** **– Bid/Proposal Affidavit**

This Attachment must be completed and submitted with the Bid.

**ATTACHMENT C** **– Contract Affidavit**

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within ten (10) Business Days of receiving notification of recommendation for award.

**ATTACHMENT D** **– Minority Business Enterprise Forms**

No applicable to this Bid.

**ATTACHMENT E** **– Pre-Bid Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Bidders that plan on attending the Pre-Bid Conference.

**ATTACHMENT F** **– Bid Form Instructions and Bid Form**

The Bid Form must be completed and submitted with the Bid.

**ATTACHMENT G** **– Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Bid.

**ATTACHMENT H – Federal Funds Attachment**

These Attachments must be completed and submitted with the Bid as instructed in the Attachments.

**ATTACHMENT I** **– Conflict of Interest Affidavit and Disclosure**

This Attachment must be completed and submitted with the Bid.

**ATTACHMENT J – Non-Disclosure Agreement**

This Attachment must be completed and submitted within ten (10) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

**ATTACHMENT K** **– HIPAA Business Associate Agreement**

This Attachment is to be completed and submitted within ten (10) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

**ATTACHMENT L** **– Mercury Affidavit**

Not applicable to this Bid.

**ATTACHMENT M** – **Veteran-Owned Small Business Enterprise Forms**

Not applicable to this Bid.

###### ATTACHMENT N – Location of the Performance of Services Disclosure

Not applicable to this Bid.

**ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement**

Not applicable to this Bid.

**ATTACHMENT P – Genetic Testing by Jurisdiction and Testing by Correctional Facility**

**ATTACHMENT Q – State Collection Sites**

**ATTACHMENT R – List of Correctional Facilities in Maryland**

**ATTACHMENT S – State Holidays**

## ATTACHMENT A – CONTRACT

**STATE GENETIC PATERNITY TESTING SERVICES**

**CSEA/DNA-16-001-S**

THIS CONTRACT (the “Contract”) is made this (“Xth” ) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Department of Human Resources.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

**1. Definitions**

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

* 1. “Bid” means the Contractor’s Bid dated (Bid date).
  2. “COMAR” means Code of Maryland Regulations.

1.3 “State Project Manager” means the Department employee identified in Section 1.6 of the IFB as the State Project Manager.

1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).

1.5 “Department” means the Department of Human Resources.

1.6 “IFB” means the Invitation for Bids for State Genetic Paternity Testing Services Solicitation # CSEA/DNA-16-001-S, and any addenda thereto issued in writing by the State.

1.7 “Procurement Officer” means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.

1.8 “State” means the State of Maryland.

**2. Scope of Contract**

2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for Genetic Testing to establish Paternity awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB

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

Exhibit C – The Bid

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. 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 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

**3. Period of Performance.**

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately three (3) years beginning December 1, 2015 and ending on November 30, 2018. The Contract may be extended for one two-year option period at the sole discretion of the Department that, if exercised, would extend the contract to November 30, 2020.

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

**4. Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State, shall not exceed $ (enter Not-to-Exceed amount).

Contractor shall notify the State Project Manager, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department’s receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor’s Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor’s FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the State Project Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption.

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

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

* 1. Contractor’s eMarylandMarketplace vendor ID number is (Contractor’s eMM number).

**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, 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 State Project 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.

* 1. Upon termination 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**

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.

**7. Patents, Copyrights, and Intellectual Property**

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, 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.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs, and attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item’s specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

**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 the implementation of 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) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. 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 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.

8.2 This Section 8 shall survive expiration or termination of this Contract.

**9. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Project Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

**10. Indemnification**

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys’ fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State’s employees.

10.3 The State has no obligation 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 by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor’s performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

**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**

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

13.3 Any and all references to the Maryland Code, Annotated 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, marital status, national origin, sexual orientation, sexual identity, ancestry, or disability of a qualified individual with a disability; (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, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, 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 rights 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 Cause**

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; provided, 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**

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, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

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 Md. Code Ann., State Finance and Procurement Article, § 11-206, 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 Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person 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 thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

**23. Political Contribution Disclosure**

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement 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: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign\_finance/index.html.

**24. Documents Retention and Inspection Clause**

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

**25. Compliance with Laws**

The Contractor hereby represents and warrants that:

25.1 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;

25.2 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 of this Contract;

25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

25.4 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.

**26. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid, was inaccurate, incomplete, or not current.

**27. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided 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 provided, however, that a contractor may assign monies receivable under a contract after due 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.

**28. Liability**

28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 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, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor’s 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. Parent Company Guarantee (If Applicable)** (Note that if there is a guarantor, the guarantor should be named as 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, suit or proceeding against (Contractor), (Corporate name of Contractor’s Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

**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 at Md. Code Ann., State Finance and Procurement Article, Title 19.  As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or other 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.

30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

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 Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (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’s Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, 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.

**31. Prompt Pay Requirements**

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the

Department, at its option and in its sole discretion, may take one or more of the following actions:

a. Not process further payments to the contractor until payment to the subcontractor is verified;

b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

d. Place a payment for an undisputed amount in an interest-bearing escrow account; or

e. Take other or further actions as appropriate to resolve the withheld payment.

31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:

a. Retainage which had been withheld and is, by the terms of the agreement between the

Contractor and subcontractor, due to be distributed to the subcontractor; and

b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

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

a. Affect the rights of the contracting parties under any other provision of law;

b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or

c. Result in liability against or prejudice the rights of the Department.

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

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

a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

b. This verification may include, as appropriate:

i. Inspecting any relevant records of the Contractor;

ii. Inspecting the jobsite; and

iii. Interviewing subcontractors and workers.

iv. Verification shall include a review of:

(a) The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and

(b) 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.

c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

d. If the Department determines that the Contractor is in material noncompliance with

MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

i. Terminate the contract;

ii. Refer the matter to the Office of the Attorney General for appropriate action; or

iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

e. 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, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

**33. State Project Manager and Procurement Officer**

The work to be accomplished under this Contract shall be performed under the direction of the State Project Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

**34. 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: Sang Kang, Procurement Officer

Department of Human Resources

311 W. Saratoga St Room 946

Baltimore, MD 21201

If to the Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**35. Compliance with Federal HIPAA and State Confidentiality Law**

35.1 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.

35.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Bidder shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.

35.3 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.

**36. Limited English Proficiency**

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

**37. Miscellaneous**

37.1 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.

37.2 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.

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

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| --- | --- |
| Contractor | State of Maryland  DEPARTMENT OF HUMAN RESOURCES |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | By: (name and title of Department Head) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Or designee: |
| Date |  |
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|  | Date |
|  |
| Approved for form and legal sufficiency  this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Assistant Attorney General |  |
|  | |
| APPROVED BY BPW: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) (BPW Item #) | |

## ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

**CSEA/DNA-16-001-S**

A. AUTHORITY

I hereby affirm that I,       (name of affiant) am the      (title) and duly authorized representative of      (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects 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.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7205, Fraud and False Statements, or

(e) §7207, Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:

By:       (print name of Authorized Representative and Affiant)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**Submit This Affidavit with Bid/Proposal**

## ATTACHMENT C – CONTRACT AFFIDAVIT

**CSEA/DNA-16-001-S**

A. AUTHORITY

I hereby affirm that I,       (name of affiant) am the       (title) and duly authorized representative of       (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

(1) Corporation —  domestic or  foreign;

(2) Limited Liability Company —  domestic or  foreign;

(3) Partnership —  domestic or  foreign;

(4) Statutory Trust —  domestic or  foreign;

(5)  Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number:      Address:

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number:      Address:

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13‑221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland 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 the 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.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement 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: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head’s designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency’s undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

1. The dangers of drug and alcohol abuse in the workplace;
2. The business's policy of maintaining a drug and alcohol free workplace;
3. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

1. Take appropriate personnel action against an employee, up to and including termination; or
2. Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

1. The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid Affidavit dated      , 201      , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:

By:       (printed name of Authorized Representative and Affiant)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature of Authorized Representative and Affiant)

## ATTACHMENTS D – MINORITY BUSINESS ENTERPRISE FORMS

**CSEA/DNA-16-001-S**

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

## ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Solicitation Number CSEA/DNA-16-001-S

**STATE GENETIC PATERNITY TESTING SERVICES**

A Pre-Bid Conference will be held at 10:00 AM, on July 6, 2015, at Department of Human Resources, 311 West Saratoga Street, Room 952, Baltimore, MD 21201. Please return this form by July 2, 2015, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Sang Kang, Procurement Officer

Department of Human Resources

311 W. Saratoga St

Baltimore, MD 21201

Email: sang.kang@maryland.gov

Fax #: 410-333-0258

Please indicate:

Yes, the following representatives will be in attendance:

1.

2.

3.

No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 “Pre-Bid Conference”):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title

Name of Firm (please print)

## ATTACHMENT F – BID PRICING INSTRUCTIONS

**CSEA/DNA-16-001-S**

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

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

A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.

1. All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
2. All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.

D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **$0.00**.

E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.

1. Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.

G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.

H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.

1. All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

## ATTACHMENT F – BID FORM

**CSEA/DNA-16-001-S**

##### BID FORM

The Bid shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter or leave blank any items on the Bid Form. Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the bid being determined non-responsive and rejected by the Department.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **STATE GENETIC PATERNITY TESTING SERVICES** | | | | | | | | | |
|  | |  | |  |  | |  | | |
| **Table I Genetic Testing - Buccal Swabs** | | | | | | |  | | |
| **Contract Period** | | **Estimated # of Tests Annually\*** | | **Fixed Unit Price Per Test** | **Annual Price** | | | |  | | |
| Year 1 | | 12,000 | | $ | $ | | | |  | | |
| Year 2 | | 12,000 | | $ | $ | | | |  | | |
| Year 3 | | 12,000 | | $ | $ | | | |  | | |
| Option Year 1 | | 12,000 | | $ | $ | | | |  | | |
| Option Year 2 | | 12,000 | | $ | $ | | | |  | | |
|  | |  | | **Total Bid Price** | $ | | | | \*\* | | |
|  | |  | | \*\*Figure used as basis for award | | | | | |
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\***The above is a model for Bid Evaluation purposes only and the number of tests are estimates and should in no way be construed as a guaranteed number of tests to be performed. The actual numbers may be higher or lower.**

Submitted By:

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Printed Name and Title:

Bidder Name:

Bidder Address:

Location(s) from which services will be performed (City/State):

FEIN:       eMM #:

Bidder Contact Information: Telephone: (     )      --       Fax: (     )      --

E-mail:

## ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

**CSEA/DNA-16-001-S**

Living Wage Requirements for Service Contracts

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 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.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

**ATTACHMENT G-1**

**Maryland Living Wage Requirements Affidavit of Agreement**

**CSEA/DNA-16-001-S**

**(submit with Bid)**

Contract No.

Name of Contractor

Address

City      State       Zip Code

**If the Contract Is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

Bidder is a nonprofit organization

Bidder is a public service company

Bidder employs 10 or fewer employees and the proposed contract value is less than $500,000

Bidder employs more than 10 employees and the proposed contract value is less than $100,000

**If the Contract Is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(initial here if applicable) The Bidder affirms it has no covered employees for the following reasons: (check all that apply):

The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Date

Title

     Witness Name (Typed or Printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Date

**Submit This Affidavit with Bid**

## ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

**CSEA/DNA-16-001-S**

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

1. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of $300,000 or more ($500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Department State Project Manager.

B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.

This clause must appear in subcontracts of $10,000 or more:

a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

c) In the event of the contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

*Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.*

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

**ATTACHMENT H-1**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

**CSEA/DNA-16-001-S**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

|  |  |
| --- | --- |
| Award No. | Organizational Entry |
| Name and Title of Official Signing for Organizational Entry | Telephone No. Of Signing Official |
| Signature of Above Official | Date Signed |

**ATTACHMENT H-2**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

**CSEA/DNA-16-001-S**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. **Type of Federal Action:**    1. Contract    2. Grant    3. Cooperative Agreement    4. Loan    5. Loan guarantee    6. Loan insurance | 1. **Status of Federal Action:**    1. Bid/offer/application    2. Initial award    3. Post-award | | 1. **Report Type:**    1. Initial filing    2. Material change   For Material Change Only:  Year \_\_\_\_\_\_\_\_ quarter \_\_\_\_\_\_\_\_\_  Date of last report \_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **4. Name and Address of Reporting Entity:**  □ Prime □ Subawardee Tier \_\_\_\_\_\_, if known:  Congressional District, *if known*: | | 1. **If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**   Congressional District, *if known*: | | |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**  CFDA Number, *if applicable*: \_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| **8. Federal Action Number**, *if known*: | | **9. Award Amount**, *if known*:  $ | | |
| **10. a. Name and Address of Lobbying Registrant**  (*if individual, last name, first name, MI*): | | **b. Individuals Performing Services** (*including address if* *different from No. 10a*) (*last name, first name, MI*): | | |
| **11. Amount of Payment** (*check all that apply*)  $\_\_\_\_\_\_\_\_\_\_\_\_ □ actual □ planned | | **13. Type of Payment** (*check all that apply*)  □ a. retainer  □ b. one-time  □ c. commission  □ d. contingent fee  □ e. deferred  □ f. other; specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| **12. Form of Payment** (*check all that apply*)  □ a. cash  □ b. in-kind; specify: nature \_\_\_\_\_\_\_\_\_\_\_\_  value \_\_\_\_\_\_\_\_\_\_\_\_ | |
| **14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s),**  **employee(s), or Member(s) contacted, for Payment Indicated in Item 11:**  *(attach Continuation Sheet(s) SF-LLLA, if necessary)* | | | | |
| **15. Continuation Sheet(s) SF-LLLA attached:** □ Yes □ No | | | | |
| 16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than$10,000 and not more than $100,000 for each such failure. | | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_ | | |
| **Federal Use Only:** | | | | Authorized for Local Reproduction  Standard Form LLL (Rev. 7-97) |

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

**CSEA/DNA-16-001-S**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ATTACHMENT H-3**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

**CSEA/DNA-16-001-S**

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children’s services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children’s services and that all sub-recipients shall certify accordingly.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Certifying Individual

## ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

**CSEA/DNA-16-001-S**

**Reference COMAR 21.05.08.08**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid is made.

C. The Bidder warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:       By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Representative and Affiant)

**Submit This Affidavit with Bid**

## ATTACHMENT J – NON-DISCLOSURE AGREEMENT

**CSEA/DNA-16-001-S**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the Department of Human Resources (the “Department”), and       ( the “Contractor”).

**RECITALS**

**WHEREAS**, the Contractor has been awarded a contract (the “Contract”) following the solicitation for State Genetic Paternity Testing Services Solicitation # CSEA/DNA-16-001-S; and

**WHEREAS**, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. §10-1301) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor’s Personnel or the Contractor’s former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to the Department. At such time, Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.

7. A breach of this Agreement by the Contractor or by the Contractor’s Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor’s Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

a. This Agreement shall be governed by the laws of the State of Maryland;

b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;

f. The Recitals are not merely prefatory but are an integral part hereof; and

g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

|  |  |
| --- | --- |
| Contractor: | Department of Human Resources |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |

**NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1**

**CSEA/DNA-16-001-S**

**LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION**

**Printed Name and Employee (E)**

**Address of Individual/Agent or Agent (A) Signature Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2**

**CSEA/DNA-16-001-S**

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and       (“Contractor”) dated      , 20      (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.**

DATE:

NAME OF CONTRACTOR:

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

TITLE:

(Authorized Representative and Affiant)

## ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

**CSEA/DNA-16-001-S**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made by and between the Department of Human Resources and       (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 *et seq****.***) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

**DEFINITIONS**

A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate.  “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean      .

2. Covered Entity.  “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean the Department of Human Resources.

3. HIPAA Rules.  “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.

4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

**PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.

B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.

C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

1. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act.This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
4. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

# 

**DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI**

A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;

B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.

C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

D. 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;

2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:

A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;

C. Is in substantially the same form as **ATTACHMENT K-1** attached hereto; and

D. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;

iv) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and

v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.

E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;

F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;

G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.526;

H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.528;

I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.

K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

**IV. TERM AND TERMINATION**

A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for State Genetic Paternity Testing Services, Solicitation # (CSEA/DNA-16-001-S), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate’s obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

**V. CONSIDERATION**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

**VI. REMEDIES IN EVENT OF BREACH**

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity’s reasonable attorneys’ fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate’s breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

**VII. MODIFICATION; AMENDMENT**

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

**VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES**

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

**IX. COMPLIANCE WITH STATE LAW**

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

**X. MISCELLANEOUS**

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Name: Tiara Sykes

Address: Department of Human Resources

Child Support Enforcement Administration

311 W. Saratoga Street, 3rd Floor

Baltimore, MD 21201

Email: Tiara.Sykes@maryland.gov

Phone: 410-767-5029

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

F. Severability. If any term contained in this Agreement 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 Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

|  |  |
| --- | --- |
| **COVERED ENTITY:** | **BUSINESS ASSOCIATE:** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ATTACHMENT K-1**

**Form of Notification to Covered Entity of**

**Breach of Unsecured PHI**

**CSEA/DNA-16-001-S**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between the Department of Human Resources and       (Business Associate).

Business Associate hereby notifies the Department of Human Resources that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach:       Date of discovery of the breach:

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach:

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name:

Title:

Address:

Email Address:

Phone Number:

## ATTACHMENT L – MERCURY AFFIDAVIT

**CSEA/DNA-16-001-S**

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

## ATTACHMENTS M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

**CSEA/DNA-16-001-S**

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

## ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

**CSEA/DNA-16-001-S**

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

## ATTACHMENT O – DHR HIRING AGREEMENT

**CSEA/DNA-16-001-S**

This solicitation does not require a DHR Hiring Agreement.

## ATTACHMENT P – GENETIC TESTING BY JURISDICTION

**CSEA/DNA-16-001-S**

**Historical Testing Data**

**1. Number of Tests Performed at State Collection Sites on Scheduled Days (January 2011 ‑ December 2014)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  | **Calendar Year** | | | |  |
| **Jurisdiction\*** | **Zip Code** | **2011** | **2012** | **2013** | **2014** | **Total** |
| Allegany | 21502 | 209 | 172 | 166 | 138 | 685 |
| Anne Arundel | 21401 | 632 | 499 | 601 | 477 | 2,209 |
| Baltimore City | 21201 | 3,585 | 3,281 | 3,382 | 2,956 | 13,204 |
| Baltimore County | 21204, 21093 | 859 | 795 | 822 | 694 | 3,170 |
| Calvert | 20678 | 169 | 171 | 140 | 100 | 580 |
| Caroline | 21629 | 172 | 123 | 124 | 110 | 529 |
| Carroll | 21157 | 214 | 192 | 164 | 152 | 722 |
| Cecil | 21921 | 110 | 158 | 169 | 149 | 586 |
| Dorchester | 21613 | 153 | 239 | 197 | 99 | 688 |
| Frederick | 21701 | 531 | 454 | 225 | 278 | 1,488 |
| Garrett | 21550 | 163 | 136 | 123 | 112 | 534 |
| Harford | 21014 | 446 | 349 | 268 | 244 | 1,307 |
| Howard | 21046 | 271 | 182 | 190 | 163 | 806 |
| Kent | 21621 | 62 | 71 | 49 | 58 | 240 |
| Montgomery | 20850 | 928 | 818 | 891 | 593 | 3,230 |
| Prince George | 20748, 20772 | 1,895 | 1,934 | 1,739 | 1,487 | 7,055 |
| Queen Anne | 21617 | 66 | 45 | 67 | 48 | 226 |
| Washington | 21740 | 434 | 504 | 419 | 262 | 1,619 |
| Wicomico | 21804 | 403 | 349 | 309 | 328 | 1,389 |
| Worcester | 21863 | 174 | 123 | 94 | 85 | 476 |
| **Totals** | **Totals** | **11,476** | **10,595** | **10,139** | **8,593** | **40,743** |

\*Historical data for Charles County, St. Mary’s County, Somerset County, and Talbot County are not available.

**2. Number of Tests Taken at Correctional Facilities (Dec. 2010- April 2015)**

| **Requesting Jurisdiction** | **Correctional Facility** | **City** | **Samples Taken** |
| --- | --- | --- | --- |
| Allegany County DCSE | Alleghany County Detention | Cumberland, MD 21502 | 3 |
| Allegany County DCSE | Baltimore Detention Center | Towson, MD 21204 | 1 |
| Allegany County DCSE | Brockbridge Correctional Facility | Jessup, MD 20794 | 1 |
| Allegany County DCSE | Central Maryland Correctional Facility | Sykesville , MD 21784 | 1 |
| Allegany County DCSE | Eastern Correctional Institution | Westover, MD 21890 | 1 |
| Allegany County DCSE | Jessup Pre-Release Unit | Jessup, MD 20794 | 2 |
| Allegany County DCSE | Maryland Correctional | Jessup, MD 20794 | 1 |
| Allegany County DCSE | Metropolitan Transition Center | Baltimore, MD 21202 | 1 |
| Allegany County DCSE | Western Correctional Institution | Cumberland, MD 21502 | 2 |
| Anne Arundel DCSE | Eastern Correctional Institution | Westover, MD 21890 | 1 |
| Anne Arundel DCSE | Jeanette Stubbs | Church Hill, MD 21623 | 1 |
| Anne Arundel DCSE | Jessup Correctional Institute | Jessup, MD 20794 | 3 |
| Anne Arundel DCSE | Maryland Correctional Training CTR | Hagerstown, MD 21746 | 1 |
| Anne Arundel DCSE | Office of the Chief Medical Examiner | Baltimore, MD 21223 | 1 |
| Baltimore County DCSE | Baltimore City Correctional | Baltimore, MD 21202 | 2 |
| Baltimore County DCSE | Baltimore City Detention Center | Baltimore, MD 21202 | 10 |
| Baltimore County DCSE | Brockbridge Correctional Facility | Jessup, MD 20794 | 1 |
| Baltimore County DCSE | Caroline County Detention Center | Denton, MD 21629 | 1 |
| Baltimore County DCSE | Central Maryland Correctional Facility | Sykesville , MD 21784 | 1 |
| Baltimore County DCSE | Eastern Correctional Institution | Westover, MD 21890 | 1 |
| Baltimore County DCSE | Graceville Correctional Facility | Graceville, FL 32440 | 1 |
| Baltimore County DCSE | Jessup Correctional Institute | Jessup, MD 20794 | 3 |
| Baltimore County DCSE | Maryland Correctional Training CTR | Hagerstown, MD 21746 | 6 |
| Baltimore County DCSE | Maryland Correctional Institute (MCI) | Hagerstown, MD 21746 | 3 |
| Baltimore County DCSE | Maryland Reception, Diagnostic | Baltimore, MD 21202 | 2 |
| Baltimore County DCSE | Metropolitan Transition Center | Baltimore, MD 21202 | 4 |
| Baltimore County DCSE | North Branch Correctional Institution | Cumberland, MD 21502 | 4 |
| Baltimore County DCSE | Patuxent Institution | Jessup, MD 20794 | 2 |
| Baltimore County DCSE | Western Correctional Institution | Bruceton Mills, WV 26525 | 1 |
| Baltimore County DCSE | USP Hazelton | Cumberland, MD 21502 | 1 |
| Calvert County SAO | Jessup Correctional Institute | Jessup, MD 20794 | 3 |
| Calvert County SAO | Metropolitan Transition Center | Baltimore, MD 21202 | 1 |
| Caroline County DCSE | Office of the Chief Medical Examiner | Baltimore, MD 21202 | 1 |
| Caroline County DCSE | Metropolitan Transition Center | Baltimore, MD 21223 | 1 |
| Carroll County DSS | Office of the Chief Medical Examiner | Baltimore, MD 21223 | 2 |
| Cecil County DCSE | Cecil County Detention Center | Elkton, MD 21921 | 3 |
| Cecil County DCSE | Eastern Correctional Institution | Westover, MD 21890 | 1 |
| Cecil County DCSE | Harford Detention Center | Bel Air, MD 21014 | 1 |
| Cecil County DCSE | Maryland Correctional Institute | Hagerstown, MD 21746 | 1 |
| Cecil County DCSE | Maryland Correctional Training CTR | Hagerstown, MD 21746 | 1 |
| Cecil County DCSE | Roxbury Correctional Institution | Hagerstown, MD 21746 | 1 |
| Dorchester County DCSE | Dorchester Co Detention | Cambridge, MD 21613 | 1 |
| Dorchester County DCSE | Eastern Correctional Institution | Westover, MD 21890 | 5 |
| Dorchester County DCSE | Jessup Correctional Institute | Jessup, MD 20794 | 1 |
| Dorchester County DCSE | Office of the Chief Medical Examiner | Baltimore, MD 21223 | 2 |
| Dorchester County DCSE | Roxbury Correctional Institution | Hagerstown, MD 21746 | 1 |
| Frederick County DSS-Foster Care | Maryland Correctional Institute (MCI) | Hagerstown, MD 21746 | 1 |
| Frederick County SAO | Maryland Correctional Institute (MCI) | Hagerstown, MD 21746 | 1 |
| Frederick County SAO | Office of the Chief Medical Examiner | Baltimore, MD 21223 | 1 |
| Garrett County DCSE | Garrett County Jail | Oakland, MD 21550 | 1 |
| Garrett DSS FC/CW | Maryland Correctional | Jessup, MD 20794 | 1 |
| Harford County Family Support Division MD | Office of the Chief Medical Examiner | Baltimore, MD 21223 | 1 |
| Howard County DCSE | Anne Arundel County Detention | Annapolis, MD 21401 | 1 |
| Howard County DCSE | Howard County Detention Center | Jessup, MD 20794 | 2 |
| Howard County DCSE | Patuxent Institution | Jessup, MD 20794 | 2 |
| Kent County OCS | Central Maryland Correctional Facility | Sykesville , MD 21784 | 1 |
| Kent County OCS | Dorchester Co Detention | Cambridge, MD 21613 | 1 |
| Kent County OCS | Eastern Correctional Institution | Westover, MD 21890 | 1 |
| Kent County OCS | Jessup Correctional Institute | Jessup, MD 20794 | 1 |
| Kent County OCS | Roxbury Correctional Institution | Hagerstown, MD 21746 | 1 |
| Kent County OCS | Western Correctional Institution | Cumberland, MD 21502 | 1 |
| Montgomery County OCSE | Baltimore City Detention Center | Baltimore, MD 21202 | 1 |
| Montgomery County OCSE | Eastern Correctional Institution | Westover, MD 21890 | 1 |
| Montgomery County OCSE | Frederick County Detention Center | Frederick, MD 21704 | 1 |
| Montgomery County OCSE | Maryland Correctional Training CTR | Hagerstown, MD 21746 | 4 |
| Montgomery County OCSE | Metropolitan Transition Center | Baltimore, MD 21202 | 1 |
| Montgomery County OCSE | Montgomery County Correctional | Boyds, MD 20841 | 1 |
| Montgomery County OCSE | Patuxent Institution | Jessup, MD 20794 | 1 |
| Montgomery County OCSE | Western Correctional Institution | Cumberland, MD 21502 | 1 |
| Prince George County DCSE | Belmont Correctional Institution | St. Clairsville, OH 43950 | 1 |
| Prince George County DCSE | Maryland Correctional Training CTR | Hagerstown, MD 21746 | 1 |
| Prince George County OCSE | North Branch Correctional Institution | Baltimore, MD 21223 | 1 |
| Prince George County DCSE | Office of the Chief Medical Examiner | Hagerstown, MD 21746 | 6 |
| Prince George County DCSE | Roxbury Correctional Institution | Cumberland, MD 21502 | 1 |
| Prince George County DCSE | Western Correctional Institution | Cumberland, MD 21502 | 3 |
| Queen Anne’s County DCSE | Central Maryland Correctional Facility | Sykesville , MD 21784 | 2 |
| Queen Anne’s County DCSE | Eastern Correctional Institution | Westover, MD 21890 | 1 |
| Queen Anne’s County DCSE | Eastern Pre-Release Unit | Church Hill, MD 21623 | 1 |
| Queen Anne’s County DCSE | Jessup Correctional Institute | Jessup, MD 20794 | 1 |
| Queen Anne’s County DCSE | Maryland Correctional Adjustment Center | Baltimore, MD 21202 | 1 |
| Queen Anne’s County DCSE | Talbot County Detention Center | Easton, MD 21601 | 1 |
| St. Mary’s SAO | Baltimore Detention Center | Towson, MD 21204 | 1 |
| St. Mary’s SAO | Charles County Detention | Barstow, MD 20610 | 3 |
| St. Mary’s SAO | Central Maryland Correctional Facility | Sykesville , MD 21784 | 1 |
| St. Mary’s SAO | Calvert County Detention Center | La Plata, MD 20646 | 4 |
| St. Mary’s SAO | Eastern Correctional Institution | Westover, MD 21890 | 1 |
| St. Mary’s SAO | Jessup Correctional Institute | Jessup, MD 20794 | 4 |
| St. Mary’s SAO | Maryland Correctional Institute | Hagerstown, MD 21746 | 2 |
| St. Mary’s SAO | Maryland Reception, Diagnostic | Baltimore, MD 21202 | 3 |
| St. Mary’s SAO | Office of the Chief Medical Examiner | Baltimore, MD 21223 | 1 |
| St. Mary’s SAO | Patuxent Institution | Jessup, MD 20794 | 1 |
| St. Mary’s SAO | St Mary County Detention Center | Leonardtown, MD 20650 | 1 |
| St. Mary’s SAO | Western Correctional Institution | Cumberland, MD 21502 | 2 |
| Washington County DCSE | Baltimore City Correctional | Baltimore, MD 21202 | 1 |
| Washington County DCSE | Central Maryland Correctional Facility | Sykesville , MD 21784 | 1 |
| Washington County DCSE | Eastern Correctional Institution | Westover, MD 21890 | 1 |
| Washington County DCSE | Eastern Pre-Release Unit | Church Hill, MD 21623 | 1 |
| Washington County DCSE | Frederick County Detention Center | Frederick, MD 21704 | 1 |
| Washington County DCSE | Harford Detention Center | Bel Air, MD 21014 | 1 |
| Washington County DCSE | Huttonsville Correctional Center | Huttonsville, WV 26273 | 1 |
| Washington County DCSE | Maryland Correctional Institute (MCI) | Hagerstown, MD 21746 | 6 |
| Washington County DCSE | Maryland Correctional Training CTR | Hagerstown, MD 21746 | 16 |
| Washington County DCSE | Montgomery County Detention Center | Rockville, MD 20854 | 2 |
| Washington County DCSE | Roxbury Correctional Institution | Hagerstown, MD 21746 | 4 |
| Washington County DCSE | Western Correctional Institution | Cumberland, MD 21502 | 4 |
| Washington County DCSE | York County Prison | York, PA 17402 | 1 |
| Wicomico County DCSE | Anne Arundel County Detention | Annapolis, MD 21401 | 1 |
| Wicomico County DCSE | Eastern Correctional Institution | Westover, MD 21890 | 9 |
| Wicomico County DCSE | Eastern Pre-Release Unit | Church Hill, MD 21623 | 1 |
| Wicomico County DCSE | FCI Petersburg, Med. | Hopewell, VA 23860 | 1 |
| Wicomico County DCSE | Jessup Correctional Institute | Jessup, MD 20794 | 4 |
| Wicomico County DCSE | Maryland Correctional | Jessup, MD 20794 | 1 |
| Wicomico County DCSE | Maryland Correctional Institute | Hagerstown, MD 21746 | 3 |
| Wicomico County DCSE | Maryland Correctional Training CTR | Hagerstown, MD 21746 | 2 |
| Wicomico County DCSE | Office of the Chief Medical Examiner | Baltimore, MD 21223 | 1 |
| Wicomico County DCSE | Roxbury Correctional Institution | Hagerstown, MD 21746 | 1 |
| Wicomico County DCSE | Somerset County Detention Center | Westover, MD 21871 | 1 |
| Wicomico County DCSE | Western Correctional Institution | Cumberland, MD 21502 | 2 |
| Wicomico County DCSE | Wicomico County Jail | Salisbury, MD 21801 | 6 |
| Wicomico County DCSE | Worcester County Detention Center | Snow Hill, MD 21863 | 1 |
|  |  | **Total** | **235** |

\* Data indicates that there were no samples taken in correctional facilities upon request from Baltimore City, Charles County, Somerset County, or Talbot County in the specified time period. The number of requests for genetic testing of incarcerated individuals may change without notice.

## ATTACHMENT Q – STATE COLLECTION SITES

**CSEA/DNA-16-001-S**

**State Genetic Paternity Testing Collection Sites and Days\***

**Allegany County**

Local Office: 1 Frederick Street, Cumberland, MD 21502

Last Wednesday of each Month

Beginning at 9a.m

**Anne Arundel County**

Local Office: 44 Calvert Street Annapolis MD 21401

Second and fourth Friday of the month

8am until 1:30 pm or later if necessary

**Baltimore City**

Main Office: BCOCSE, 1 North Charles Street, 5th floor, Baltimore, MD 21201

Courthouse: Baltimore City Circuit Court, 100 N. Calvert St, Room 114, Baltimore, MD 21201

Monday – Friday, 10am – 4pm

**Baltimore County**

New Courts Building: 401 Bosley Ave, Room G-10, Towson MD 21204

Local office: 170 W. Ridgely Rd, Suite 200, Lutherville MD 21093

Tuesdays at Bosley location and Fridays at Ridgely location

**Calvert County**

175 Main Street, Prince Frederick, MD 20678

2nd Wednesday of the Month

9a.m until Completion

**Caroline County**

Local Office: 300 Market St. P.O. Box 400 Denton, MD 21629

Circuit Court: 109 Market St. Denton, MD 21629

1st Tuesdays of the Month beginning at 12:30 pm

3rd Tuesdays of the Month beginning at 9am

**Carroll County**

55 North Court Street, Westminster, MD 21157

Testing days vary. Generally first and third Wednesdays

8am to Noon

**Cecil County**

170 E. Main St Elkton MD 21921

1st Friday of every month

1pm to 3pm

**Charles County**

200 Kent Ave, LaPlata, MD 20646

2nd and 4th Friday of the Month

Beginning at 9a.m

**Dorchester County**

Local Office: 627 Race St, POB 259, Cambridge, MD 21613

Circuit Court: 206 High Street, Cambridge, MD 21613

2nd Monday from 8:30 am until completion of court

2nd Friday from 8am - 1pm

4th Wednesday from 1pm - 4pm

**Frederick County**

100 West Patrick St, Frederick, MD 21701

Tuesdays

Beginning at 1:30 pm

**Garrett County**

Local Office: 12578 Garrett Hwy Oakland MD 21550

Court House: 203 Fourth St Oakland, MD 21550

Thursdays from 9am to Noon

**Harford County**

20 West Courtland St, Bel Air, MD 21014

1st and 3rd Tuesdays of the Month

Beginning in the Morning

**Howard County**

7121 Columbia Gateway Drive, Columbia, MD 21046

2nd Tuesday of the Month

9a.m to 12:40 pm

**Kent County**

315 High St. Chestertown, MD 21621

3rd Tuesdays of the month

Times Vary

**Montgomery County**

Local Office: 51 Monroe St, 9th Floor, Rockville, MD 20850

Tuesday - Thursday

8a.m to 4pm

**Prince George County**

Local Office: 4235 28th Ave. Suite 135 Temple, Hills, MD 20748

Courthouse: 14735 Main St, Room 0708 Upper Marlboro, MD 20772

Every Tuesday from 8a.m until 4pm

Every 1st and 3rd Monday from 9a.m until Noon (excluding holidays)

**Queen Anne County**

125 Comet Dr. Centreville, MD 21617

2nd Wednesday of the Month

Times Vary

**St. Mary County**

41605 Court House Drive, Leonardtown, MD 20650

First Thursday of every month

Beginning at 9a.m

**Somerset County**

11916 Somerset Avenue, Room 117, Princess Anne, Maryland 21853

First Wednesday of each month

Beginning at 11a.m

**Talbot County**

Courthouse: 11 North Washington Street, Easton, MD 21601

Local Office: 301 Bay Street, Unit #5, Easton, MD 21601

Second Friday of the month

Beginning at about 9am

**Washington County**

122 North Potomac Street, Hagerstown, MD 21740

2nd and 4th Wednesday of the Month

Beginning at 8:30 a.m

**Wicomico County**

31901 Tri-County Way, Salisbury, MD 21804

By Appointment Only

**Worcester County**

424 W. Market Street, Snow Hill, MD 21863

2nd Tuesday of the Month

9 am to noon

\*These are subject to change at any time.

## ATTACHMENT R – LIST OF CORRECTIONAL FACILITIES IN MARYLAND

**CSEA/DNA-16-001-S**

**Specimen collection procedures vary by correctional facility.**

**Baltimore Central Booking & Intake Center (BCBIC)**

300 E. Madison Street  
Baltimore, Maryland 21202

Phone: (410) 545-8122

Fax: (410) 545-8289

Jail Administrator: Carolyn J. Scruggs

Asst. Jail Administrator: Stacey Lyles-Foster

Security Chief: Thomas Barnes

**Baltimore City Correctional Center (BCCC)**

901 Greenmount Avenue  
Baltimore, Maryland 21202

Phone: (410) 332-4340

Fax: (410) 576-9470

Facility Administrator: Christopher Smith

Security Level: Minimum

**Baltimore City Detention Center (BCDC)**

401 E. Eager Street  
Baltimore, Maryland 21202

Phone: (410) 209-4001 or (410) 209-4145 (24 hours)

Fax: (410) 209-4260

Jail Administrator: Betty Johnson

Assistant Jail Administrator: Cherie Peay

**Baltimore Pre-Release Unit (BPRU)**

926 Greenmount Avenue  
Baltimore, Maryland 21202

Phone: (410) 234-1878

Fax: (410) 333-4344

Facility Administrator: Renee Alexander

Security Level: Pre-Release

**Brockbridge Correctional Facility (BCF)**

7930 Brock Bridge Road  
Jessup, Maryland 20794

Phone: (410) 799-1363

Fax: (410) 799-7404

Facility Administrator: Michele Jones

Security Levels: Minimum

**Chesapeake Detention Facility (CDF)**

\*Formerly MCAC

401 East Madison Street  
Baltimore, Maryland 21202

Phone: (410) 539-5445

Fax: (410) 332-4561

Jail Administrator: Robert Koppel

Assistant Jail Administrator: Lisa Gamble-Gregg

Chief of Security: Donna Hansen

Security Level: Maximum Level II

**Central Maryland Correctional Facility (CMCF)**

\*Formerly CLF

7301 Buttercup Road  
Sykesville, Maryland 21784

Phone: (410) 781-4444

Fax: (410) 781-4414

Facility Administrator: Leonard Rice

Security Level: Minimum

**Dorsey Run Correctional Facility (DRCF)**

2020 Toulson Road  
Jessup, MD 20794

Phone: (410) 379-6020

Fax: (410) 379-6078

**Acting Facility Administrator:** Lorielli Sattler

Security Levels: Minimum

**Eastern Correctional Institution (ECI)**

30420 Revells Neck Road  
Westover, Maryland 21890

Phone: (410) 845-4000 or (877) 802-6074

Fax: (410) 651-9585

Warden: Kathleen Green

Assistant Warden – Operations: Robert Hanke

Assistant Warden - Programs and Services: Ronald Dryden

Acting Chief of Security: William Maycock

Security Levels: Medium

**Eastern Correctional Institution – Annex (ECI-A)**

30430 Revells Neck Road  
Westover, Maryland 21890

Phone: (410) 845-4000

Fax: (410) 651-3327

Facility Administrator: Darryl Webster

Security Level: Minimum

**Eastern Pre-Release Unit (EPRU)**

700 Flat Iron Square Road  
Church Hill, Maryland 21623

Phone: (410) 810-5400

Fax: 410) 758-4329

Acting Facility Administrator: Charles Cave

Security Level: Pre-Release

**Home Detention Unit (HDU)**

2100 Guilford Avenue  
Baltimore, Maryland 21218

Phone: (443) 263-3800

Fax: (410) 333-8731

Assistant Director: Kenneth A. Coleman

Deputy Chief: Andrea McMurrin

**Jessup Correctional Institution (JCI)**

\*Formerly MD House of Correction - Annex

Post Office Box 534  
Jessup, Maryland 20794

Phone: (410) 799-6100 or (877) 304-9755

Fax: (410) 799-1025

Warden: John Wolfe

Assistant Warden: Casey Campbell

Chief of Security: Allen Gang

Security Levels: Maximum

**Maryland Correctional Institution – Hagerstown (MCI-H)**

18601 Roxbury Road  
Hagerstown, Maryland 21746

Phone: (240) 420-1000 or (877) 229-1351

Fax: (301) 790-4939

Warden: Richard D. Dovey- Warden

Assistant Warden: Keith L. Lyons

Chief of Security: Ronald B. Brezler

Security Level: Medium

**Maryland Correctional Institution – Jessup (MCI-J)**

Post Office Box 549  
Jessup, Maryland 20794

Phone: (410) 799-7610 or (877) 313-0632

Fax: (410) 799-7527

Warden: Dayena Corcoran

Assistant Warden: Laura Armstead

Chief of Security: Carlos Bivens

Security Level: Medium

**Maryland Correctional Institution – Women (MCI-W)**

7943 Brockbridge Road  
Jessup, Maryland 20794

Phone: (410) 379-3800 or (877) 280-1185

Fax: (410) 799-6146

Warden: Margret Chippendale

Assistant Warden: Cynthia Briscoe

Chief of Security: Lathan Linton

Security Levels: Maximum, Medium, Minimum, Pre-Release

**Maryland Correctional Pre-Release System (MCPRS)**

7931 Brock Bridge Road  
Jessup, Maryland 20794

Phone: (410) 799-1363 or (877) 839-8655

Fax: (410) 799-5793

Warden: Ricky Foxwell

Assistant Warden: Kendall Gifford

Security Level: Pre-Release

**Maryland Correctional Training Center (MCTC)**

18800 Roxbury Road  
Hagerstown, Maryland 21746

Phone: (240) 420-1601 or (877) 692-8136

Fax: (301) 797-8574

Warden: J. Philip Morgan

Assistant Warden: Jacquelene A. Shank

**Chief of Security**: George Morris

Facility Administrator: Frances Geist

Security Levels: Medium, Minimum and Pre-Release

**Maryland Reception, Diagnostic and Classification Center (MRDCC)**

550 East Madison Street  
Baltimore, Maryland 21202

Phone: (410) 878-3500

Fax: (410) 783-4106

Warden: Suzanne Fisher

Assistant Warden: Dionne Randolph

Chief of Security: Paige Jones

Security Level: Intake Facility

**Metropolitan Transition Center (MTC)**

954 Forrest Street  
Baltimore, Maryland 21202

Phone: (410) 837-2135

Fax: (410) 385-1049

Warden: Solomon Hejirika

Assistant Warden: Kathy Landerkin

Chief of Security: Paige C. Jones

Security Level: Medium

**North Branch Correctional Institution (NBCI)**

14100 McMullen Highway, S.W.  
Cumberland, Maryland 21502

Phone: (301) 729-7400

Fax: (301) 729-1259

Warden:  Frank Bishop, Jr.

Assistant Warden:  Richard E. Miller

Chief of Security:  William Bohrer

Security Level: Maximum

**Patuxent Institution (Correctional Mental Health Center – Jessup) (PAT)**

7555 Waterloo Road  
Jessup, Maryland 20794

Phone: (410) 799-3400

Fax: (410) 799-7457

Director:  Randall Nero

Warden: Patricia Goins-Johnson

Assistant Warden: James Flood

**Roxbury Correctional Institution (RCI)**

18701 Roxbury Road  
Hagerstown, Maryland 21746

Phone: (240) 420-3000 or (800) 464-0764

Fax: (301) 797-0795

Warden: Michael J. Stouffer

Assistant Warden: Denise A. Morgan

Chief of Security: Todd Faith

Security Levels: Level II Medium

**Southern Maryland Pre-Release Unit (SMPRU)**

14320 Oaks Road  
Charlotte Hall, Maryland 20622

Phone: (301) 274-4701

Fax: (301) 274-0753

Facility Administrator: David Towers

Security Level:  Pre-Release

**Threshold (THRESH)**

1702 St. Paul St.  
Baltimore, MD 21202

Phone: (410) 727-0100

Fax: (410) 727-0103

Executive Director: Julian Morgan

**Western Correctional Institution (WCI)**

13800 McMullen Highway, S.W.  
Cumberland, Maryland 21502

Phone: (301) 729-7000 or (877) 286-3965

Fax: (301) 729-7024

Warden: Richard J. Graham, Jr.

Assistant Warden: Denise A. Gelsinger

Chief of Security: Michael P. Thomas

Security Level: Maximum

## ATTACHMENT S – STATE HOLIDAYS

**CSEA/DNA-16-001-S**

Veteran's Day

Wednesday, November 11, 2015

Service Reduction Day

Wednesday, November 25, 2015

Thanksgiving Day

Thursday, November 26, 2015

American Indian Heritage Day

Friday, November 27, 2015

Service Reduction Day

Thursday, December 24, 2015

Christmas Day

Friday, December 25, 2015

New Year's Day

Friday, January 1, 2016

Dr. Martin Luther King, Jr's Bday

Monday, January 18, 2016

President's Day

Monday, February 15, 2016

Memorial Day

Monday, May 30, 2016

Independence Day

Monday, July 4, 2016

Labor Day

Monday, September 5, 2016

Columbus Day

Monday, October 10, 2016

Veteran's Day

Friday, November 11, 2016

Service Reduction Day

Wednesday, November 23, 2016

Thanksgiving Day

Thursday, November 24, 2016

American Indian Heritage Day

Friday, November 25, 2016

Service Reduction Day (Potential)

Friday, December 23, 2016

Christmas Day

Monday, December 26, 2016 (Observed)

New Year's Day

Monday, January 2, 2017 (Observed)

Dr. Martin Luther King, Jr's Bday

Monday, January 16, 2017

President's Day

Monday, February 20, 2017

Memorial Day

Monday, May 29, 2017

Independence Day

Tuesday, July 4, 2017

Labor Day

Monday, September 4, 2017

Columbus Day

Monday, October 9, 2017

Veteran's Day

Friday, November 10, 2017

Service Reduction Day

Wednesday, November 22, 2017

Thanksgiving Day

Thursday, November 23, 2017

American Indian Heritage Day

Friday, November 24, 2017

Service Reduction Day (Possible)

Friday, December 22, 2017

Christmas Day

Monday, December 25, 2017

**Calendar Year 2015**

**Calendar Year 2016**

**Calendar Year 2017**

## ATTACHMENT T – CRIMINAL BACKGROUND CHECK AFFIDAVIT

**CSEA/DNA-16-001-S**

I HEREBY AFFIRM THAT:

I am the      (Title)        at      (Contractor)        (the “Contractor”) and I possess the legal authority to make this Affidavit on behalf of myself and the Contractor.

I hereby affirm that the Contractor has obtained a Maryland State Police and/or FBI background check on every employee, temporary employee, contractor, agent, or other personnel (the “Workforce”) assigned to participate in the scope of work described in the Invitation for Bids issued by the Department of Human Resources (the “Department”), Agency Control Number: CSEA/DNA-16-001-S dated July 17, 2015 (the “Bid”).

I hereby affirm that the Contractor has not assigned any member of the Workforce who has a criminal record to participate in the scope of work of the RFP without obtaining the prior written authorization of the Department for such an assignment.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Dated:       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

## ATTACHMENT U – DIRECTIONS ON HOW TO APPLY TO BE ON THE CSEA LABORATORY LIST

**CSEA/DNA-16-001-S**

COMAR Policy for CSEA Approved Genetic Testing Laboratories - COMAR 07.07.04.04

1. The Administration shall maintain a list of laboratories which perform testing to identify or exclude an alleged father from paternity for use by the circuit courts of Maryland.
2. A laboratory located in Maryland or out-of-State may apply to the Administration to be on the list of paternity testing laboratories.
3. A laboratory’s application shall include:
   1. The names and qualifications of the laboratory’s directors and officers;
   2. Documentation that the laboratory is qualified to perform DNA analysis; and
   3. Documentation establishing that the laboratory is accredited as described in §D of this regulation.
4. A laboratory included on the list shall be accredited by the American Association of Blood Banks’ Parentage Testing Committee.
5. The Administration’s list of laboratories shall be qualified to perform DNA analysis.
6. The Administration shall delete a laboratory from the list if it ceases to meet the criteria in §D of the regulation.
7. Laboratories denied listing or removed from the list may appeal in writing to the Executive Director of the Administration within 30 days of the notice of the denial or removal.
8. The Administration shall:
   1. Include the laboratory list in the Child Support Enforcement Program Policy Manual
   2. Provide a copy of the list to each circuit court in the State.

Please send applications to: Child Support Enforcement Administration

311 West Saratoga Street - 3rd Floor

Baltimore, Maryland 21201

Please Attention: Joseph DiPrimio

Please cc: Tiara Sykes, Vashti Green, Donna Mooshegian