

Request for Proposals (RFP)

INMATE PHARMACY SERVICES

Solicitation No. DPSCS Q0010022



Department of Public Safety and Correctional Services

Issue Date: Monday, January 25, 2010

Minority Business Enterprises are encouraged to respond to this solicitation

Prospective Offerors who have received this document from the Department of Public Safety and Correctional Services website or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.



STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals 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 the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please fax this completed form to: 410-339-5013 to the attention of BJ Said-Pompey.

Title: INMATE PHARMACY SERVICES

Solicitation No: DPSCS Q0010022

1. If you have responded with a "no bid", 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 Maryland Government is simply too complicated. (Explain in REMARKS section)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of the bid/proposals is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - MBE 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 bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use the reverse side or attach additional pages as needed.)

REMARKS: _____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____



KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals

Inmate Pharmacy Services

Solicitation No. DPSCS Q0010022

RFP Issue Date: **Monday, January 25, 2010**

RFP Issuing Office: **Department of Public Safety and Correctional Services**

Procurement Officer: **BJ Said-Pompey**
Director of Procurement Services
Office Phone: (410) 339-5013
Fax: (410) 339-4240
E-Mail: bjsaid-pompey@dpscs.state.md.us

Proposals are to be sent to: **Department of Public Safety and Correctional Services**
300 East Joppa Road, Suite 1000
Baltimore, MD 21286
Attention: BJ Said-Pompey, Director of Procurement Services

Pre-Proposal Conference: **Wednesday, February 17, 2010 – 9:00 AM (Local Time)**
Department of Public Safety and Correctional Services
Patuxent Institution roll-call room
7555 Waterloo Road
Jessup, Maryland 20794

Closing Date and Time: **Tuesday, February 26, 2010 at 2:00 PM (Local Time)**

NOTE: Prospective Offerors who have received this document from the Department of Public Safety and Correctional Service's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word and the Proposal Price Forms in Microsoft Excel.



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Section 1 General Information

1.1 Summary Statement

The Department of Public Safety and Correctional Services (DPSCS), hereinafter called the “Department” or the “Agency”, is soliciting proposals from qualified Offerors to provide inmate pharmacy services within the confines of specified correctional institutions of the Maryland Division of Correction (DOC) and Maryland Department of Pretrial Detention and Services (DPDS).

1.2 Abbreviations and Definitions

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

- 1.2.1 “Agency” means the Department of Public Safety and Correctional Services.
- 1.2.2 “American Correctional Association (ACA)” means the national organization of correctional officials that promulgates standards related to correctional custody, including performance standards for medical services in prisons and jails.
- 1.2.3 “Area Contract Operations Manager (ACOM)” means the State employed representative of the DPSCS, Office of Inmate Health Services, charged with oversight of contract operations within a particular Service Delivery Area.
- 1.2.4 “Department” means the Department of Public Safety and Correctional Services.
- 1.2.5 “Department of Public Safety and Correctional Services (DPSCS)” means the cabinet level unit of state government responsible for the supervision, care and custody of persons committed to the Division of Correction and the Division of Pretrial Detention and Services as well as those under the supervision in the community of the Division of Parole and Probation.
- 1.2.6 “Division of Correction (DOC)” means the State prison system for Maryland within the Department of Public Safety and Correctional Services. Governance of the Division is in accordance with Title 3 of the Correctional Services Article, Maryland Annotated Code.
- 1.2.7 “Division of Pre-trial Detention and Services (DPDS)” means the Pre-trial booking and detention facility for the City of Baltimore. It is State operated within the Department of Public Safety and Correctional Services. Governance of the Division is in accordance with Title 5 of the Correctional Services Article, Maryland Annotated Code.
- 1.2.8 “Extraordinary care” means care rendered beyond sick call or routine illness or treatment for a chronic condition. Extraordinary care includes, but is not limited to, all specialty care (on and off site), all off-site inpatient care, HIV medications, treatment for Hepatitis C, all emergency transportation and emergency treatment, all durable medical equipment (including prostheses, wheel chairs, glasses, etc.) whether temporary or permanent, dialysis (whether on or off site), and any special equipment required for treatment (such as special hospital beds, etc.)



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- 1.2.9 “Inmate” means any person sentenced to or incarcerated within the Division of Correction (DOC), the Patuxent Institution (Patx), or the Division of Pre-trial Detention and Services (DPDS), any arrestee in the custody of DPDS whether committed or not committed to DPDS, any alleged parole violator in the custody of DOC, Patx or DPDS, and any person otherwise detained in any DPSCS facility, regardless of jurisdiction of original commitment.
- 1.2.10 “Maryland Commission on Correctional Standards (MCCS)” means the Commission within the Department responsible for recommending and enforcing through inspection the minimum mandatory standards and approved standards for State and local correctional facilities as established and governed by Title 8, Subtitle 1, Correctional Services Article, Maryland Annotated Code.
- 1.2.11 “Mid-level provider” means a physician’s assistant or nurse practitioner.
- 1.2.12 “National Commission on Correctional Health Care (NCCHC)” means the national organization of correctional officials that promulgates standards related to medical services in prisons and jails.
- 1.2.13 “Office of Inmate Health Services (OIHS)” means the office within the Office of Treatment Services of the DPSCS responsible for the provision of inmate health services through a service system of private providers, and having the authority to direct, modify, enforce, or abate the specific requirements of the contracts.
- 1.2.14 “Patuxent Institution (Patx)” means the prison within the Department of Public Safety and Correctional Services for inmates committed under sentence to the Commissioner of Correction, but who are found eligible for one of Patuxent’s programs targeted to the needs of chronic offenders. Governance of Patuxent is in accordance with Title 4 of the Correctional Services Article, Maryland Annotated Code. Patuxent is independent of the Division of Correction. However, DOC inmates may be incarcerated at Patuxent even when not admitted to one of the Patuxent remediation programs.
- 1.2.15 “Pharmacy Provider” means the successful Offeror to this RFP for pharmacy services unless modified by reference to one of the other health care provider modules, such as *mental health provider*.
- 1.2.16 “Service Delivery Area (SDA)” means one of four geographical regions into which the State is divided for purposes of managing inmate health care services. The four SDA’s include Eastern, Jessup, Baltimore, and Western. The Western SDA merges the Western and Hagerstown DOC regions.
- 1.2.17 “Special confinement populations” means any population housed together within a correctional facility who are subjected to restrictions within the facility due to their status. Special confinement populations include, but are not limited to, disciplinary segregation, administrative segregation, protective custody, mental health special needs units, and behavioral special needs units.
- 1.2.18 “Staff” means a successful Offeror’s employees, a successful Offeror’s sub-contractors, and the employees of a sub-contractor.



1.3 Contract Type

The Contract that results from this RFP shall be cost plus fixed fee with incentive in accordance with COMAR 21.06.03.03 and 21.06.03.04.

1.4 Contract Duration

The contract performance period shall be three years, and commences on the date that the Department executes the contract on or about **July 1, 2010** and terminates on or about **June 30, 2013**.

1.5 Procurement Officer

The sole point-of-contact in the State for purposes of this RFP prior to the award of any contract is the Director of Procurement Services as listed below:

BJ Said-Pompey
Director of Procurement
Department of Public Safety and Correctional Services
300 East Joppa Road, Suite 1000
Baltimore, Maryland 21286
Telephone #: 410-339-5013
Fax #: 410-339-4240
bjsaid-pompey@dpscs.state.md.us

The Department may change the Director of Procurement Services at any time by written notice to the Offerors.

1.6 Contract Manager

Contract Manager – Monitors the daily activities of the contract and provides technical guidance to the contractor. The State's Contract Manager is:

Thomas P. Sullivan, Director
Department of Public Safety and Correctional Services
Treatment Services, Office of Inmate Health Services
6776 Reisterstown Road Suite 309 Baltimore MD 21215
Telephone # (410) 585-3368
Fax # (410) 764-4195
tpsullivan@dpscs.state.md.us

The Department may change the Contract Manager at any time by written notice to the Contractor.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (“Conference”) shall be held on **Wednesday, February 17, 2010**, beginning at **9:00AM (local time)**, at the Department of Public Safety and Correctional Services, Patuxent Institution, 7555 Waterloo Road, Jessup, Maryland 20794. All interested prospective Offerors are encouraged to attend in order



to facilitate their understanding of the RFP requirements. Those attending the Conference are directed to enter the main gatehouse through the “employee entrance”, and will be directed to the roll call room by the Patuxent Institution staff.

The Conference shall be transcribed. A copy of the transcript of the Conference may be obtained at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy shall be provided at the Conference. In addition, as promptly as is feasible a summary of the Conference and all questions and answers known at that time shall be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

For security purposes and adequate accommodations at the Conference, it is requested that by **2:00 PM (local time), Tuesday, February 16, 2010**, all prospective Offerors planning to attend shall email bjsaid-pompey@dpscs.state.md.us or fax the Pre-Proposal Conference Response Form to Procurement Officer at (410) 339-4240 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The Department shall make reasonable efforts to provide such special accommodation.

1.8 Site Visits

Site Visits for DPSCS Office of Inmate Health Services RFP Potential Bidders (Medical, Mental Health, Dental, and Pharmacy)

Offerors are encouraged to participate in site visits to familiarize themselves with where services are to be provided to be more fully informed as to physical plant specific and how needs should be considered in the development of proposals.

Tours will not be used to answer questions about the RFP; rather the purpose of the tours is to familiarize potential bidders with the geography and physical layout of the facilities to be served for vendors receiving contracts. Questions about the RFP should be saved for the Pre-Proposal Conference where all present will hear the same answers at the same time.

In order to assure adequate preparation and accommodations for the site visits and tours, it is requested that no more than two representative of each potential Offeror attend.

The information that must be submitted includes a Name, Social Security Number, and Date of Birth This will enable Security Staff in the facilities to do a brief background check that will allow them to issue a one-day pass for the tours. (Dates to be terminated)

Restrictions in addition to the numbers that may tour include the following:

- No communication devices (cell phones, beepers, Blackberries, computers, etc.) will be admitted to any DOC or DPDS facility (This is all DPSCS facilities Statewide). The same applies to any weapons or cameras.
- No purses, bags, lunches, briefcases, or other carry-in materials more than a pad of paper and a writing instrument will be permitted in any facility. (Time will not permit visitors to apply for and get a locker for these items during the brief time vendor representatives will be on site).
- There can be no clothing items made from denim worn into facilities.



- Other forbidden clothing items include open-toed shoes, sleeveless blouses not covered by a jacket, under-wire bras (visitors WILL be asked to remove them in some facilities so they should be avoided), shorts, tee- shirts, and jeans of any material.
- No sundries can be taken into facilities including tobacco, soda, water, other drinks, gum, candy, snacks. If it is necessary to have some sort of food secondary to a medical condition, it must be carried in a clear plastic baggie for inspection by security on arrival at each facility.

All vendors touring facilities should come prepared to walk multiple blocks, so comfortable shoes are advisable. (Heels may easily catch on catwalk-tiers in some of the facilities even if walking is not a part of the day).

All persons participating in these tours must carry a picture ID with them (such as a driver's license).

All persons visiting should be aware that they shall be searched including an electronic screening and a pat down at a minimum.

Some of the Service Delivery Areas (SDAs) will require that vendors touring move their cars from facility to facility so plans to carpool are essential as parking may be less than desirable in some SDAs, and nearly impossible in Baltimore. The Assistant Commissioner in Baltimore has arranged for vendors touring the Sentenced facilities to have one-day parking passes. If this is needed, information regarding the car style and license plate will be required with the ID information to be admitted to facilities. There are only ten (10) spots to be "borrowed" so this will also be first-come-first-served, and carpools will have extra consideration over single drivers.

Potential Bidder dates for tours will be scheduled and posted on eMaryland Marketplace and the DPSCS website no later than February 5, 2010.

Directions to the DPSCS facilities can be found on the web at:
http://www.dpscs.state.md.us/locations/dpp_offices.shtml

1.9 Questions

The Procurement Officer, prior to the Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Conference. (No substantive question shall be answered prior to the Conference.) Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, by e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions shall be answered at the Conference.

Questions shall also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, shall be distributed to all Contractors who are known to have received a copy of the RFP.

1.10 Proposals Due (Closing) Date



An unbound original and eight (8) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **2:00 PM (local time) on Tuesday, February 26, 2010** in order to be considered. An electronic version on CD of the Technical Proposal in MS Word format must be enclosed with the original Technical Proposal. An electronic version on CD of the Financial Proposal in MS Excel format must be enclosed with the original Financial Proposal. Ensure that the CDs are labeled with the date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of the closing date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, November 19, 2008 at 2:00 PM (local time) shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments shall be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals shall be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.14 Oral Presentation

Offerors may be required to make oral presentations to DPSCS' representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations shall become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer shall



notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately two (2) weeks after the proposal due date. Offerors should plan accordingly.

Typically, oral presentations follow a specified format and shall generally be limited to forty-five - (45) minutes of presentation time, followed by fifteen - (15) minutes of questions and discussion. The Procurement Officer shall issue a letter with details and instructions prior to the presentations.

The presentation may include but is not limited to the following items in the Offeror's technical proposal.

- a. Description of how the proposed services shall be provided.
- b. Description of how the Offeror plans to meet the requirements identified in the RFP.
- c. Offeror's experience and capabilities.
- d. Description of the Offeror's organization.
- e. Which organizational unit shall provide the different services (show on an organization chart)?
- f. Description of references.

1.15 Incurred Expenses

The State shall not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.16 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.17 Protests/Disputes

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

1.18 Multiple or Alternate Proposals

Multiple or Alternate proposals will not be accepted.

1.19 Minority Business Enterprises

A minority business enterprise subcontractor participation goal of 20% has been established for this solicitation. The contractor must attempt to subcontract with certified MBEs for a total subcontract value of at least 20% of the total value **of the pharmaceutical services, equipment, supplies provided under the contract evidenced by the remuneration to the contractor from the Agency, less the value of the cost of pharmaceutical drugs**. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority



owned and controlled. The work components that are subcontracted to MBE 's shall be reasonably related to the services required in this RFP.

By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount under the contract shall be performed by certified minority business enterprises. A prime contractor — including an MBE prime contractor — must utilize certified MBE subcontractors in an attempt to meet the MBE subcontract goal. A prime contractor comprising a joint venture that includes MBE partner(s) must utilize certified MBE subcontractors in an attempt to meet the MBE subcontract goal.

1.19.1 A bidder or offeror must include with its bid or offer:

- a. A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, affirms that it made commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- b. A completed MBE Participation Schedule (Attachment D2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule. A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the website.

If a bidder or offeror fails to submit properly completed Attachments D-1 and D-2 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1.19.2 Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:

- a. Outreach Efforts Compliance Statement (**Attachment D-3**);
- b. Subcontractor Project Participation Statement (**Attachment D-4**);
- c. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11;
- d. Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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



1.19.3 For MBE contract administration compliance, the contractor awardee shall:

- a. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
- b. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
- c. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- d. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
- e. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.20 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials should not be disclosed by the State, upon request, under the Access to Public Records Act, Title 10, Subtitle 6, Part III, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01)

1.21 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. Sub-Contractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals.



1.22 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal.** A proposal that takes exception to these terms may be rejected.

1.23 Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the Technical Proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

1.24 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed contract award.

1.25 Arrearages

By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, 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.

1.26 Procurement Method

This contract shall be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.28 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

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



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

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

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

1.29 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment M) entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.25 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.21 per hour. 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) shall assign the tier based upon where the recipients of the services are located. The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. The Offeror must identify in their proposal the location(s) from which services will be provided.

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or ravallone@dllr.state.md.us. Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation. General procurement questions may be directed to the Board of Public Works at (410) 260-7335 (local) or toll-free number (877) 591-7320.

1.30 Prompt Payment to Subcontractors

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article



(SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §29 (see Attachment A). Additional information is available on the GOMA website at http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.31 Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form 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 and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is provided as Attachment L and can be downloaded at the following URL: [http://compnet.comp.state.md.us/General Accounting Division/Static Files/gadx-10.pdf](http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf)

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Section 2 MINIMUM QUALIFICATIONS

Offerors shall clearly demonstrate and document within the Executive Summary of their technical proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

2.1 Minimum Corporate Qualifications

Offeror shall have three (3) years experience in the provision of pharmaceuticals in a correctional population including the operations of a full service pharmacy, which shall include filling of all prescriptions for a statewide correctional facility with a minimum of fifteen (15) sites or prisons. Experience must also include the operations of a fully automatic pharmacy and a distribution system which requires that medication be (properly packaged (labeled with identification of the drug, amount, and the administering instructions) and distribution to the correctional facilities.

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Section 3 SCOPE OF WORK

3.1 General Provisions

- 3.1.1 The Agency has delegated responsibility for the management of the delivery of inmate health care to the DPSCS Assistant Secretary for Treatment Services and, concomitantly, to the Office of Inmate Health Services (OIHS).
- 3.1.2 The terms of the RFP shall be incorporated by reference into the contract unless explicitly modified. The Agency intends that all provisions be susceptible to substantive enforcement at that time, regardless of the terminology. Whether the substantive provision is conveyed as the requirement of a plan, acknowledgment of an obligation, or assumption of a responsibility, the Agency shall be entitled to substantive enforcement of the requirement.
- 3.1.3 The Department's Assistant Secretary for Treatment Services, Agency Director of the Office of Inmate Health Services, Agency Medical Director, and Agency Director of Nursing (DON) may order the Contractor to take specific actions that the Agency deems medically or administratively appropriate at any point during the duration of the contract that are consistent with the terms of the contract. Direction beyond the terms of the contract and any formal communications shall be within the sole province of the Director of the Office of Inmate Health Services. The Agency Medical Director shall have full and final authority to direct any clinical action required.
- 3.1.4 Success in the provision of inmate health services in a multi-vendor model in partnership with the Agency is dependent on communication. As described within this RFP, the Agency depends on regular meetings on an array of substantive issues to address inmate health needs. A successful Offeror shall provide appropriate representatives to serve on and attend all committee meetings as required by the Agency. The Medical Provider's statewide medical director shall chair regular statewide multi-vendor meetings, quarterly CQI meetings, and regular Infectious disease meetings. The Pharmacy Provider is expected to attend and participate in these meetings.
- 3.1.5 The Pharmacy Provider shall ensure that only qualified health professionals will provide required services, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and Health Care Programs. This includes adherence to requirements for oversight of delegated tasks.
- 3.1.6 The Pharmacy Provider is expected to assume full responsibility for the full provision of pharmacy services effective upon the contract resulting from this RFP going into effect on or about July 1, 2010 or thereafter as determined in conjunction with this RFP process and the required approval of the Board of Public Works. The Pharmacy Provider shall submit a transition plan describing how it will be ready to initiate services at that time. Though expected to be fully functional at the start of the contract, the Pharmacy Provider shall not be entitled to any remuneration for any transition services that precede the start of the contract period.



- 3.1.7 At the Agency's request, the Pharmacy Provider shall participate in the development and transition plan for any new facility and/or mission change at any existing facility and shall send a representative to related meetings.

3.2 Introduction

- 3.2.1 This pharmacy services module is one component of the overall inmate health services program within the Department. The Contractor shall provide all pharmaceuticals, packaging, delivery, services, and staff related to the pharmacy services module.
- 3.2.2 Simultaneous with this RFP, the Agency has issued separate RFP's for medical services with utilization management, mental health services, and dental services.
- 3.2.3 Remuneration to the Contractor shall be based on reimbursement of acquisition cost plus the payment of a fixed annual fee, divided into twelve monthly installments.

3.3 Multi-Provider Model for the Delivery of Care to those in custody of the Agency

- 3.3.1 The multi-disciplinary services system for the delivery of inmate health care represented by this RFP together with the simultaneous modules identified in section 3.2.2 requires collaboration between various vendors, sub-contractors, custody, and the Agency overseeing the contract. In order to meet the total health care needs of the individual in a timely, safe, and holistic manner, collegial relationships are to be fostered and maintained throughout the duration of the contract. It is expected that contractors shall share information openly and without discretion with the Agency health care management to ensure the Agency is aware of any and all positive progress as well as any adverse situations that may arise throughout the term of the contract. Staff of all awarded contractors should expect to speak openly with Agency representatives without filter or fear of retribution.
- 3.3.2 The Pharmacy Provider shall participate in, no less than quarterly, regional meetings with other DPSCS Health Care Contractors to identify trends and promote cost effective practices for the medical services providers.

3.4 Geographical & Inmate Status Scope of Responsibility

- 3.4.1 The pharmacy services requested under this RFP are to be delivered for all persons incarcerated or otherwise held in any institution of the DPSCS. As set forth more fully below, DPSCS operates the institutions comprising the Maryland Division of Correction (DOC), the Patuxent Institution (Patx), and the Maryland Division of Pre-Trial Detention and Services (DPDS).
- 3.4.1.1 As described more fully in Attachment G, DOC is comprised of approximately 23 institutions and pre-release facilities. They are separated for contract management into four service delivery areas (SDA). The Western SDA is comprised of two facilities outside of Cumberland, and three maintaining institutions and one pre-release facility in Hagerstown. The Eastern SDA is comprised of one two-compound institution (ECI) and a minimum facility (ECI-Annex) in Somerset County, and a minimum/pre-release facility in Wicomico County. The Jessup SDA is comprised of seven facilities including two maintaining institutions for males, the maintaining



institution for females (MCIW), the Patuxent Institution, two minimum security facilities (one of which serves as the gateway to and from the Pre-release system), and a pre-release facility. The Baltimore SDA is comprised of three maintaining institutions, one of which is the Reception and Diagnostic Center (MRDCC) and two pre-release units. DPDS is also located within the Baltimore SDA.

3.4.1.2 DPDS is the local jail in Baltimore City primarily for non-sentenced detainees. It is comprised of the Baltimore Central Booking and Intake Center (BCBIC), a women's detention center (WDC), and a men's detention center divided into two units: the main detention center (MDC) and the dormitories in the jail industries building (JI).

3.4.2 Maryland hosts a number of federal inmates throughout its system. A concentration of federal inmates (up to 250 of the 500 beds) currently occupies the Maryland Correctional Adjustment Center (MCAC) in Baltimore. All of these inmates are present in short term status in conjunction with a court appearance at the Federal Court in Baltimore. All federal inmates shall be treated in a manner consistent with that required for the entire DPSCS population.

3.5 Plan for the Delivery of Inmate Pharmacy Services

3.5.1 Upon an award of a contract, the Pharmacy Provider shall be responsible for implementing the full terms of the integrated health care system described in its plan in coordination with the Agency's other health care providers.

3.5.2 The Contractor's plan shall include an acknowledgement of the obligation and description of the provider's ability to adhere to and maintain compliance, throughout the three year term of the contract, with the following:

- (1). All Consent Decrees and Memoranda of Agreement in force and effect, including but not limited to the Memorandum of Agreement between the Agency and the Department of Justice with respect to DPDS and the partial settlement pending litigation in the Federal District Court for the District of Maryland in the case of DuVal v O'Malley ;
- (2). Applicable Federal and State laws and regulations, including but not limited to those relating to the control of pharmaceuticals and those defining certification or licensing requirements and scope of occupational practice;
- (3). Standards promulgated by the Maryland Commission on Correctional Standards;
- (4). Departmental protocols and directives, including but not limited to procedural manuals of the Office of Inmate Health Services, and directives, regulations, and post orders of DPSCS or any of the custody agencies relating to security and employee conduct, as currently existing and as modified throughout the term of the contract;
- (5). Health care standards of the National Commission on Correctional Health Care (NCCHC), regardless of whether the institution is accredited; and



- (6). Health care standards of the American Correctional Association (ACA), regardless of whether the institution is accredited.

- 3.5.3 The plan shall acknowledge the obligation of the Pharmacy Provider to obtain and retain all Federal and State licenses and certificates necessary to legally provide the pharmacy program or any of its sub-components in the name of the Agency, and to provide copies as directed by the Agency. The Contractor shall acknowledge its responsibility for the payment of any fees associated with licenses and/or certificates required by the licensing board or bureau and necessary for the Agency's programs to be maintained immediately upon receipt of invoice, and to report all matters regarding licensure promptly to the Agency in the manner directed.
- 3.5.4 Any obligation set forth as a required component of the plan shall be susceptible to substantive enforcement upon award of contract.

3.6 Staffing and Management

- 3.6.1 The Pharmacy Provider shall retain sufficient staff and management to fulfill the obligations of this RFP and will retain such staffing as necessary to meet all obligations under this RFP and the Agency's Manual of Policies and Procedures. In the event that the Pharmacy Provider determines that additional staffing is necessary to deliver the services required, the Pharmacy Provider shall institute that staffing at its own expense absent a material change in circumstances after the time of the award acknowledged by the Agency Director of Inmate Health Services.
- 3.6.2 The Contractor shall ensure that there is no interruption in services due to staff vacancies, vacations, trainings, or any other situation that may or may not make it appear that there are insufficient personnel to complete services named throughout this document.

3.7 Policies and Procedures

- 3.7.1 The Agency reserves the right to approve or withhold approval of policies and procedures of the Contractor prior to implementation.
- 3.7.2 A Pharmacy Provider shall ensure that its staff recognizes the obligation to abide by these comprehensive Policy and Procedure Manuals.
- 3.7.3 Policies and procedures shall take into account any restrictions or requirements placed on licensure by the respective licensing boards. Pharmacy Provider policies and procedures shall meet ACA standards, NCCHC standards, MCCS standards and applicable Maryland statutes, regulations, policies and guidelines.
- 3.7.4 Policies and procedures shall be reviewed and updated.
- 3.7.4.1 The policy review shall occur at least once in every twelve (12) month period.



3.7.4.2 A statement signed by the Provider's Senior Administrator for Maryland confirming that such a review has been conducted, along with any revisions, shall be submitted to the Agency by the scheduled review date. The statement shall specifically note what changes have been made and where the changes may be found in the document.

3.7.5 Policies and Procedures shall include, but are not limited to, direction regarding the following:

- (1) Administrative Matters
- (2) Medication Delivery (including handling of medications requiring refrigeration, access to institutions, marking of packages, etc.) and Inventory control
- (3) Packaging of medications, including blister packaging and release medications
- (4) Prescription processing
- (5) Refills
- (6) Medication dispensing and administration
- (7) Methadone utilization
- (8) Formulary adherence and requirements for variation
- (9) Emergency medications
- (10) Pharmacists
- (11) Pharmacy and Therapeutics processes
- (12) Continuous Quality Improvement
- (13) Emergency Management Plans
- (14) Equipment and Supply (including medications) Inventory Control
- (15) Medical Records
- (16) Utilization Management and Peer review
- (17) Risk Management and mortality review
- (18) Personnel Policies and Procedures
- (19) ARP and Grievance Process

3.7.6 The manuals shall be made available within thirty days of any contract award. Distribution and/or availability of these manuals shall occur in a manner approved by the Agency such that the information is readily available to all staff and staff is aware of the manner in which to access this information.

3.8 Hiring Process and Retention

3.8.1 The Agency Director, Medical Director, and Director of Nursing, shall be provided the opportunity to review the credentials and meet with the Provider's designated Pharmacists.

3.8.2 The Agency reserves the right to negate a hire if the candidate is felt to have less than the necessary credentials and/or experience or professionalism to perform the functions of these positions.



3.9 Orientation and Training

3.9.1 The Pharmacy Provider shall develop and maintain a comprehensive competency based orientation program for new staff. The orientation shall include a review of the Policies and Procedures manual of the Agency, the Policies and Procedures manual of the Provider, how to access those manuals, and a review of the limits of the scope of responsibility based on competency.

3.9.2 A Pharmacy Provider shall develop and implement pre-service training for its staff covering subjects related to this RFP. Training shall be in compliance and be consistent with MCCS standards, NCCCH and ACA standards, and the applicable practice requirements of any regulatory body with jurisdiction over the provision of these health care services.

3.9.3 The Pharmacy Provider shall implement training on any revisions to directives, manuals, policies, protocols, and procedures and shall institute a program of annual refresher training.

Not later than thirty (30) days after having been informed by the Agency of any new directives, manuals, policies, protocols, and/or procedures, or within thirty (30) days of adopting its own modifications, the Pharmacy Provider shall implement training on the issue to those staff members that may be required to apply the processes and those supervisors that may enforce the processes.

3.9.4 A Pharmacy Provider is responsible for creating and maintaining, on site for each of its employees and those of its on-site sub-contractors, documentation that those persons have received the pre-service and in-service training required by the Agency.

3.10 Pharmacy Provider Staff Credentials

3.10.1 The Pharmacy Provider and any subcontractor shall employ only those persons who maintain the proper training, licenses, certificates, cooperative agreements and registrations necessary to provide those services in Maryland.

3.10.2 The Pharmacy Provider shall:

- (1) Maintain current policies and procedures that define the credentialing;
- (2) Submit all credentialing related documents electronically (email or e-fax) to the Department as directed. Hard copies must be maintained at any NCCCH and ACA accredited facility where both electronic and hard copies are required;
- (3) Provide all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:
 - (a) Prior to the performance of any services under the contract, and
 - (b) Within one month of the renewal date of the credential.

3.10.3 The Pharmacy Provider shall assemble, if applicable, by licensure requirements and have accessible on site and available for review by the Agency, credentialing information that includes, at a minimum, for pharmacists:



- (1) Signed application and required background check;
- (2) Verification of education, training, and work history;
- (3) Professional references;
- (4) Malpractice claims history;
- (5) Current license to practice;
- (6) Board or specialty certification (physicians);
- (7) DEA and CDS certificate(s);
- (8) Evidence of present illicit drug non-use; and
- (9) CPR / AED certification which may include electronic certification; and
- (10) National data bank self inquiry submission results

3.10.4 The Pharmacy Provider shall have available at all times complete and up-to-date credential folders that contain the items required for the Provider's employees for all health care providers employed by a subcontractor.

3.10.5 All staff performing under this contract must meet the licensing and certification requirements of the various Health Occupations Boards relating to the performance discipline contained in the Code of Maryland Regulations and the Health Occupations Article of the Maryland Annotated Code.

3.11 Pharmacy Provider Staff Screening

The Pharmacy Provider shall retain documentation regarding the employment screening of all potential employees and employees of subcontractors. The Pharmacy Provider shall obtain where applicable by licensure or Departmental requirement, at a minimum:

- (1) A criminal history check prior to employment or at any other time it is requested by the Agency, and shall be prepared to have each of its employees and those of a subcontractor who provide services under this contract supply the Agency with the employee's Social Security Number, date of birth, fingerprints and any other data which the Agency may require to conduct a criminal history check.
- (2) All medical information required for employees that meet minimal standards of health such as TB screening.
- (3) Any screening deemed necessary to assure safety and for the prevention of disease or for cause that relates to drug and alcohol tests in accordance with DPSCS policies.

3.12 Pharmacy Provider Staff Institutional Access/Security

3.12.1 The Agency may, at its sole discretion, remove from or refuse admittance to any Agency facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Pharmacy Provider shall be responsible for assuring that the services, which the person so removed or denied access, are delivered.

3.12.2 The Pharmacy Provider will abide with Departmental processes for obtaining security clearance for access for each of their employees and sub-contractors.



- 3.12.3 The Pharmacy Provider, its employees, and the on site employees of its subcontractors, shall know and follow all of the security regulations of the Agency and the facilities within the region.
- Violation of the security regulations by the Pharmacy Provider or any of its subcontractors is sufficient cause to terminate the contract for default.

3.13 Pharmacy Provider Staff Disciplinary Actions

- 3.13.1 The Pharmacy Provider is responsible for the actions and/or inactions of all of its employees and sub-contractors providing services under this contract.
- 3.13.2 The Pharmacy Provider shall inform the Agency of all disciplinary actions, including counseling and legal action, taken against any member of the Provider's staff or the staff of a subcontractor who provides any services required under this contract within twenty four (24) hours of the action, and shall provide any documentation of the incident requested by the Agency.

3.14 Pharmacy Provider Use of Telephones and Utilities

- 3.14.1 The Agency will provide the successful Offeror, as necessary, with such on site telephone services, utilities service and office space as the Agency provides to Department employees.
- 3.14.2 The Pharmacy Provider shall be responsible for the cost of any long distance telephone calls, including those to its own offices.
- 3.14.3 The Pharmacy Provider shall have its own employees, any Agency employees it supervises, and the employees of its subcontractors keep a log of all long distance calls made from Agency phones. The log shall list the date, the time, the phone number, the name of the party called and the name of the person making the call.

3.15 Equipment and Supplies

- 3.15.1 The Pharmacy Provider shall supply all packaging equipment, furniture, office supplies, and any other supplies and equipment needed to provide pharmacy services as necessary outside of the institution. Additionally, the Pharmacy Provider shall supply and maintain any office equipment or other equipment other than computers required for the clinical pharmacists employed under this contract. Responsibility for medication carts, on-site refrigerators for medication storage, other medication storage, and other on-site medication administration and storage equipment shall be the responsibility of the Medical Provider. Bar code scanners and other inventory control equipment shall be the responsibility of the Pharmacy Provider.
- 3.15.2 All equipment and supplies purchased under this contract for on-site use become the property of the State.
- The Agency shall make all final decisions regarding need for purchase of an item or items if questions arise regarding purchase.



- 3.15.3 The Pharmacy Provider shall be responsible for maintaining a perpetual inventory and adhering to State regulations relating to inventory.
- 3.15.3.1 The Pharmacy Provider shall adhere to the requirements set forth in the Department of General Services (DGS) Inventory Control Manual (http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003_InvControlManual.pdf)
- Where the DGS Manual requires responsibilities (e.g. reporting) to DGS, the successful Offeror shall be responsible to DPSCS instead.
- 3.15.3.2 Whenever the Pharmacy Provider purchases a piece of equipment it shall enter the equipment information into the perpetual inventory and shall place State inventory numbers on the equipment consistent with the DGS Inventory Control Manual.
- 3.15.3.3 If it becomes necessary that any piece of equipment be transferred from one location to another, the Pharmacy Provider will complete and submit to the Agency the appropriate Transfer Form prior to moving the equipment and follow Agency protocol for the transfer of that equipment.
- 3.15.3.4 The Pharmacy Provider shall develop a data base of all equipment in use or obtained through future purchases and log the maintenance and repair of that equipment on that data base. The requirement is set forth further in section 3.31.3 of this RFP.
- 3.15.3.5 The following record keeping requirements shall be maintained for the equipment inventory:
- 1) Equipment description
 - 2) Name of supplier and purchase order or other acquisition document number.
 - 3) Acquisition cost and date.
 - 4) Physical location of item (Facility code + Room Number or Name)
 - 5) Serial number, if any
 - 6) State tag number, if any
 - 7) Equipment Condition
- 3.15.3.6 A complete physical inventory report shall be submitted to the Agency within the first 90 days of award and within the last ninety days of each fiscal year due NLT 6/30/XX, in the form and format as requested by the Agency. The annual inventory report shall include a completed and signed DPSCS Property Form by each facilities property officer.

3.16 Delivery of Pharmacy Services

- 3.16.1 The Pharmacy Provider bears ultimate responsibility for the delivery of pharmacy services to the inmate population in all DPSCS facilities by delivering medications daily to each institution in the Department, as required.
- 3.16.1.1 The Pharmacy Services Provider shall supply prescription and nonprescription medications to each facility within each Service Delivery Area, using Pharmacy Provider supplied transportation, in unit dose blister and/or cellophane packs, or in the most effective size and package for dispensing.



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- 3.16.1.2 The Pharmacy Provider shall be responsible for packaging all deliveries to each institution appropriately and utilizing a Pharmacy Provider supplied automated bar-coded medication delivery receipt and inventory scanning system.
- 3.16.2 The Pharmacy Provider shall supply prescribed medications (including drugs and biologicals) and related supplies for all physician orders and reorders and other facility requested pharmacy supplies, as approved or ordered and in quantities prescribed.
- 3.16.2.1 Included in the responsibility for supply are over-the-counter medications, prescription medications, controlled drugs, Mantoux serum, influenza, hepatitis vaccine, and other related items.
- 3.16.2.2 The Pharmacy Provider shall use the DPSCS Formulary in conjunction with the supply and dispensing of medication.
- 3.16.2.3 Generic equivalents are to be supplied whenever possible, unless not approved by the physician.
- 3.16.3 All medications ordered and communicated to the Pharmacy Services Provider shall be dispensed and delivered to the appropriate institution before 4:00 P.M local time, the NEXT DAY, unless an emergency “stat” need has been designated. See Attachment X, Pharmacy Delivery Schedule.
- 3.16.4 All drugs and biologicals shall be controlled and prescriptions shall be dispensed in complete compliance with local, state, and federal laws for the inmates and the facility.
- 3.16.5 All drugs and biologicals shall be labeled in complete compliance with local state and federal law.
- 3.16.5.1 Each prescription shall be labeled individually, with the inmate’s name, inmate number, drug name and strength, directions for use, prescriber name, facility name, prescription number, expiration date (if applicable) and available refills, if any.
- 3.16.5.2 The pharmacy shall label all drugs and biologicals with cautionary instructions using auxiliary labels as required, describing drug reactions, interactions, cautions, etc.
- 3.16.5.3 The Pharmacy Provider must utilize peel-off reorder labels for transmitting reorders to the pharmacy.
- 3.16.6 The Pharmacy Provider shall maintain an electronic tracking system that:
- (1). Assists in preventing a patient from receiving medication which may, for any reason, be contraindicated;
 - (2). Provides data on physician prescribing practices;
 - (3). Provides information on drugs prescribed and costs; and
 - (4). Provides patient specific information.
- 3.16.7 The Pharmacy Provider shall make available to all other inmate health services providers an emergency toll free telephone number for consultation and inquiries and a toll-free telephone number for faxing, and electronic communication.



- 3.16.8 The Pharmacy Provider shall have available the capacity to produce up to a 30 day supply of medication for any chronic condition in conjunction with inmate release planning.

3.17 Medication Immediate Start and Emergency Supplies

- 3.17.1 Drugs and stock quantities for starter doses shall be available in amounts determined in conjunction with the Medical Director of the Service Delivery Area, subject to Agency approval.
- 3.17.1.1 Each 30-dose starter pack shall be accompanied by an accountability sheet for reconciliation of all 30 doses.
- 3.17.1.2 The completed accountability sheet shall be returned to the pharmacy (for reconciliation of doses) when stock is depleted. The drug, however, may be reordered when denoted on blister pack, by faxing the peel-off label to the pharmacy.
- 3.17.1.3 The Pharmacy Provider shall provide count sheets for controlled drugs consistent with the Department's Policy and Procedure for scheduled drug administration. (See the Department's Formulary)
- 3.17.1.4 The Pharmacy Provider must account for and dispose of all controlled substances within the guidelines of all Federal and State laws.
- 3.17.3 The Pharmacy Provider shall supply an emergency medication kit to each pharmacy location.
- 3.17.3.1 The emergency kit shall contain only those medications for which immediate administration is required in order to alleviate pain, infection, modify dangerous behavior, or preserve life, including HIV prophylactics.
- 3.17.3.2 Drugs and stock quantities shall be determined in conjunction with the Medical Director of the Service Delivery Area and the Agency Director, subject to Agency approval.
- 3.17.3.3 All contents shall be listed on the kit.
- 3.17.3.4 The Pharmacy Provider shall inventory the kit monthly, or as required by the facility.
- 3.17.4 Emergency or "stat" medications not found in either the emergency medication kit or starter dose packs, shall be delivered to the Service Delivery Area within four (4) hours of receipt of the order.
- 3.17.4.1 The Pharmacy Provider shall be responsible for the delivery of the medications to the institution using Pharmacy Provider supplied transportation.
- 3.17.4.2 Emergency medication services shall be provided on a seven (7) day a week, twenty-four (24) hour per day basis.



3.18 Agency Formulary

- 3.18.1 The Pharmacy Provider shall be responsible for maintenance and enforcement of the Agency drug formulary list.
- 3.18.2 The Agency drug formulary shall be modified only following review by the Pharmacy and Therapeutics committee with Agency approval.
- 3.18.3 The Pharmacy Provider shall make the formulary list available to all inmate health providers through an electronic means with hard copy back-up.
 - 3.18.3.1 The means adopted shall be subject to Agency approval.
 - 3.18.3.2 The most current formulary list shall be available at all times.
 - 3.18.3.3 A notation shall be made to indicate the effective date of any modification.
 - 3.18.3.4 Any hard copy back up shall be in a format that allows for convenient up-dating. The hard copy shall be appropriately indexed and marked as to version to reflect the effective dates and nature of changes.
- 3.18.4 Any prescription for a non-formulary medication shall be reviewed by a clinical pharmacist for the Pharmacy Services provider who shall determine whether sufficient documentation has been provided to support the non-formulary request, and whether formulary alternatives were sufficiently exhausted.
 - 3.18.4.1 The Pharmacist shall return the prescription to the prescribing physician with direction where it appears that prescription of a non-formulary is inappropriate or pre-mature.
 - 3.18.4.2 A prescribing physician may appeal a determination to reject a non-formulary prescription through the Medical Director for the service delivery area to the Agency Medical Director consistent with Agency policies and procedures.

3.19 Interdisciplinary Consultation

- 3.19.1 Patient Clinical Case Conferences may be planned and implemented for any medical or mental health patient noted to be out of the ordinary such as those with multiple diagnoses requiring acute attention to treatment to avoid error, behavioral problems disrupting clinical services, or out of state persons that may require special planning for continuity of care.
- 3.19.2 The Pharmacy Provider shall attend such Patient Care conferences as required.



3.20 Infection Control

- 3.20.1 The Medical Provider shall manage an infection control program in compliance with CDC guidelines and OSHA regulations, which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws and Agency policy and guidelines.
- 3.20.2 The Pharmacy Provider shall participate in a monthly infection control meeting, organized and chaired by the Medical Provider in each service delivery area, that shall include as attendees representatives from each of the inmate medical services providers, the Agency, and local health departments, the Department of Health and Mental Hygiene, and the AIDS Administration as appropriate and necessary.

3.21 Investigation and Follow up of Grievance/ARPS and Complaints

- 3.21.1 The Pharmacy Provider shall investigate complaints made by inmates through the Administrative Remedy Procedure (ARP) or otherwise, and by any other person of interest regarding any aspect of the pharmacy services component of the Inmate Health Services and respond to the Agency within ten days of receipt of the request. The Pharmacy Provider shall fully comply with the Administrative Remedy Procedure (ARP) policy and its time restrictions (Attachment P).
- 3.21.1.1 Inmate correspondence or correspondence from any person of interest relating to this Pharmacy Services module received by the Agency shall be reviewed and forwarded to the Pharmacy Provider if response is appropriate.
- 3.21.1.2 A copy of complaints about service received directly by the Pharmacy Provider shall be forwarded to the Agency upon receipt to determine whether response is required.
- 3.21.1.3 A copy of any response shall be sent to the applicable ACOM or, if a Statewide issue, to the Agency Director of Nursing.
- 3.21.1.4 Any time a response is considered to be non-responsive, i.e., does not directly answer the question posed, it can and shall be returned to the vendor for re-investigation and more appropriate response.
- 3.21.1.5 All correspondence relating to complaints and all grievances or ARP's shall be logged to include the date received, the inmate name and identifying number, with his or her title, the source of the complaint (for example: inmate, inmate family member, lawyer), the outcome of the investigation into the complaint, the person or agency to whom the response was sent, the date of the response, the person responding (if any).
- 3.21.2 The Agency, in its sole discretion, may direct that the Pharmacy Provider take specified action with regard to a complaint.



3.22 Emergency Preparedness

- 3.22.1 The Pharmacy Provider shall ensure that personnel are available to provide pharmacy services as required by this Contract during severe weather, natural disasters, pandemics and other emergencies.
- 3.22.2 The Pharmacy Provider shall develop and implement, as necessary, an emergency management plan consistent with the Agency's and specific facility's Emergency Preparedness Plans and/or Continuity of Operations Plans (COOP).
- 3.22.3. The Pharmacy Provider shall participate in all regional and statewide institutional emergency services plan rehearsals.

3.23 Hazardous Waste

The Pharmacy Provider shall dispose of all pharmaceuticals, bio-hazardous or toxic waste created by the operation of the Pharmacy Services program by the Pharmacy Provider and its sub-contractors, in accordance with Federal and State laws. Removal of these wastes is the responsibility of the Medical Care Provider.

3.24 Renovations of Any Facility Sites or Portions of Those Sites

The Pharmacy Provider shall not renovate any Agency structure without the written permission of the Agency.

3.25 Research

- 3.25.1 The Pharmacy Provider shall cooperate with Agency approved research studies and/or special clinical programs.
- 3.25.2 Research shall not be conducted without specific written approval by the agency.

3.26 Continuous Quality Improvement

- 3.26.1 The Pharmacy Provider shall manage a program for continuous quality improvement (CQI) as outlined in its manual.
- 3.26.2 The Pharmacy Provider shall conduct internal CQI meetings for its employees and subcontractors monthly to review measures of performance and to develop and monitor and measure quality improvement outcomes.
- 3.26.3 The Pharmacy Provider shall participate in quarterly Multidisciplinary Continuous Quality Improvement Committee meetings and reviews in each Service Delivery Area, chaired by the Medical Director of the Medical Provider for the SDA to monitor the health services provided, collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between disciplines.



3.27 Peer Review

- 3.27.1 The Pharmacy Provider shall ensure that each Pharmacist be professionally reviewed by an independent and clinically appropriate Pharmacist on an annual basis.
- 3.27.2 The results shall be communicated to the Agency within 15 days of the anniversary of the clinician's entrance on duty date.

3.28 Risk Management Program

- 3.28.1 The Pharmacy Provider shall abide by all Agency rules, regulations, policies, and procedures regarding risk management and will work in collaboration with all other contractors for medical and mental health services to assure that safety and prudence are exercised at all times.
- 3.28.2 The Pharmacy Provider shall submit a monthly report of all incidents/ accidents/ errors occurring or discovered by its staff. Reports will include the incident or event, the date it occurred, how it was discovered, any outcomes as a result of that event (good and/or bad), and what is being done to prevent re-occurrence. Monthly narratives, summations of audit findings or verbal reports will not be considered as acceptable. Reportable events include but are not limited to:
- (1). Unexpected or unexplainable deaths,
 - (2). All suicides successful or attempted,
 - (3). Assaults on contractor staff,
 - (4). Inmate assaults requiring medical treatment,
 - (5). Post "use of force" examinations,
 - (6). Emergency Responses necessary to maintain or resuscitate life,
 - (7). Injuries occurring as a part of work accidents, such as, but not limited to medication error, needle sticks, missing documentation, staff falls, etc.
 - (8). Exposures to infectious diseases,
 - (9). Prophylaxis administration,
 - (10). Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.).

3.29 Pharmacy and Therapeutics

- 3.29.1 The Pharmacy Provider shall organize and chair a quarterly Statewide Pharmacy and Therapeutics (P&T) Committee, which shall be responsible for additions and deletions to the Agency's drug formulary, monitoring usage of pharmaceuticals including psychotropic medications and identifying prescribing patterns of practitioners.

The Committee shall be led by the Pharmacy Provider, and shall include representatives of the Agency and representatives from all Providers of inmate health services.

- 3.29.2 The Pharmacy Provider shall also chair a monthly P&T meeting to be held in each of the service delivery areas for the purpose of identifying prescription trends, medication administration or



effectiveness issues, interactions and any pertinent information to the continued maintenance of the State's formulary.

- 3.29.2.1 The Meeting shall be led by the Pharmacy Provider and shall include representatives of the Agency and representatives from all Providers of inmate health services.
- 3.29.2.2 The committee shall review all patients receiving more than four prescription drugs.

3.30 Patient Health Records

- 3.30.1 The Provider, through its Pharmacists, shall enter all patient specific medication information into the inmate's Patient Health Record, as appropriate.
 - 3.30.1.1 The primary patient health record is maintained within the EMR system and it is the obligation of the Pharmacy Provider to access EMR and make entries where appropriate.
 - 3.30.1.2 A Pharmacy Provider shall be responsible for an initial training program for all of its potential users as well as for ongoing new employee orientation to the Next Gen product, as well as for additional training relative to any future upgrade of or change from the current EMR product. The Pharmacy Provider shall also provide periodic refresher or remediation training as is required for the program and effective use of this EMR.
- 3.30.2 The Pharmacy Provider shall use an approved Agency form for all Departmental business unless a form for a particular purpose does not exist, in which case the Pharmacy Provider shall work with the Agency to develop a State approved form for that purpose.

The Pharmacy Provider may develop a temporary form until an approved form is developed, but may not use that form until it has been submitted to the Agency for approval.
- 3.30.3 All aspects of the inmate medical record are the property of the State and should not reflect the name of a contractor of the State.

3.31 Data and Reports

- 3.31.1 The Pharmacy Provider shall be responsible for the development and/or upkeep of electronic data tracking in a format approved by the Agency, and with the capacity to provide reports to the Agency.
- 3.31.2 The Pharmacy Provider shall establish and maintain a Peer Review Database which will contain all of the elements of a peer review for that discipline. At a minimum, the database will include:
 - The Name of the individual
 - The individual's professional discipline
 - The date of the review
 - A list of the source material used for the review



Any verbal results from a review summarized
Any suggestions for improvement noted
A date for follow up review, if such is recommended.

- 3.31.3 The Pharmacy Provider shall establish and maintain an Equipment database, which shall include an equipment inventory as well as maintenance provided. At a minimum, the database will include:

Inventory item by description
Date of purchase
Cost at time of purchase
Remark that equipment is labeled with State Equipment Label
Serial Number of Equipment if available
State Equipment number
Purchased for Inmate shall include the inmate ID number
Delivered to Inmate date (if applicable)
Monthly inspection date
Inspection outcome (condition of equipment)
Repairs needed (if applicable)
Repairs completed (if applicable)

- 3.31.4 The Pharmacy Provider shall produce reports addressing the work being performed under the contract.

- 3.31.4.1 Monthly reports shall be submitted to the Agency no later than the tenth of the month following the month the report reflects in a form and format prescribed by the Agency as required including, but not limited to:

- (1). Prescriptions filled by drug, type, whether formulary or non-formulary, and quantity on a State-wide basis;
- (2). Prescriptions filled by drug, type, whether formulary or non-formulary, and quantity on an institution by institution basis;
- (3). Patient profiles available on request;
- (4). Prescription trends;
- (5). Drug history and physician prescribing reports;
- (6). Usage and disposal reports;
- (7). Prescriptions filled in conjunction with inmate releases to the community;
- (8). Delivery reports by date and institution including emergency deliveries; and
- (9). Other reports as deemed necessary by the Agency.

- 3.31.4.2 The Pharmacy Provider shall submit a narrative monthly report delineating the status of the programs and services required to be delivered, citing those elements of the contract that are not in compliance and providing a corrective action plan by Service Delivery Area.

- 3.31.5 The Pharmacy Provider shall produce a report on a monthly basis relating to grievances and claims arising from the contract

- 3.31.5.1 The report shall include:



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- (1) Name and identification number of inmate
 - (2) Institution from which claim arose
 - (3) Form of grievance or claim (letter of complaint; ARP; grievance; litigation)
 - (4) Nature of claim (delay of care; medication distribution; referral, etc)
 - (5) Date received
 - (6) Summary of response
 - (7) Date of response

3.31.5.2 A Litigation report is also required which shall include the information above, but shall be separately reported to identify court, case number, whether counsel filed or pro se, and amount of claim. Each entry shall be updated each month to delineate whether dispositive motions are pending, discovery proceeding, trial set (date), trial held, judgment rendered, and/or appeal noted. All rulings on dispositive motions, judgments and settlements, and the terms of any judgment or settlement shall also be reported, regardless of whether the named defendant is the corporate defendant, a corporate subcontractor, or an individual employed by the Pharmacy Provider or a subcontractor if the suit arises from performance of the services under this RFP.

3.31.5.3 A report shall be filed in July and January of each contract year analyzing grievance and complaint data for the relevant six-month period by institution, region, and nature of claim. The report shall include an assessment of whether corrective action is necessary or appropriate to respond to any trends and shall recommend a corrective action plan where appropriate.

3.31.6 All databases/data tracking tools are subject to periodic revisions and updates and shall be made available to Agency management upon request and without delay.

3.32 Failure of Performance

3.32.1 The Agency may deduct for liquidated or direct damages sustained as a result of Contractor's failure to perform as required under this Contract, but will never pursue both. Direct Damages are considered in response to adverse outcomes resulting from either neglect or delay of responsible clinical care.

3.32.2 In assessing liquidated damages the Agency may rely on a random sampling audit protocol to assess contract compliance in a specific area including as example, but not limited to, sick call compliance, periodic examination compliance, etc. The compliance rate may be applied to the segment of the population in receipt of those services at the same institution, within the same time period as that covered by the audit for purposes of imposing damages.

3.33 Invoicing

3.33.1 As noted in section 3.2.3, remuneration for this contract shall be based upon reimbursement of acquisition cost plus the payment of a fixed annual fee, divided into twelve monthly payments.



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- 3.33.1.1 Following award of contract, the Pharmacy Provider shall invoice the Agency on a monthly basis, or otherwise as directed by the Agency, for the actual invoice net cost to the Pharmacy Provider of the medications.
- 3.33.1.2 Invoices shall be submitted using an Excel spreadsheet or some other format acceptable to the Agency.
- 3.33.1.3 The pharmaceutical invoice must show at a minimum for each prescription:
- (1). Inmate's Name
 - (2). Inmates ID Number
 - (3). Prescriber
 - (4). Generic Code
 - (5). Other code if non-formulary
 - (6). Dosage Form
 - (7). Package Size
- 3.33.1.4 Actual invoices from suppliers to the Pharmacy Provider confirming acquisition cost shall be made available to the Agency upon request.
- 3.33.2 One hundred percent (100%) credit shall be given to the Agency for medications returned in original blister or cellophane packs, as long as it is not out-dated or deteriorated, or has been outside of the control of the institutional pharmacy. No credit will be issued for controlled substances.

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SECTION 4 - Proposal Format

4.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

- a. Volume I - TECHNICAL PROPOSAL
- b. Volume II - FINANCIAL PROPOSAL

4.2 Proposals

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP). An unbound original, so identified, and eight (8) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media on CD shall bear the RFP number and name, name of the Offeror and the volume number.

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

4.4 Volume I – Technical Proposal

Technical proposals must be submitted in a separate sealed package. Each section of the Technical Proposal must be separated by a Tab as detailed below:

TAB A. TRANSMITTAL LETTER

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal. The letters should contain:



1. Name & Address of Contractor
2. Name, Title and Telephone Number of Contact for Offeror
3. Statement that proposal is in response to Solicitation
4. Signature, Typed Name and Title of individual authorized to commit Offeror to proposal
5. Federal Employer Identification Number of the Offeror, or, if a single individual, a social Security Number
6. Statement accepting all State contract terms or that exceptions are taken (to be listed in the Executive Summary; see below).
7. Acknowledgement of all Addenda to this RFP
8. A statement specifying that the proposal is for the Dental Module of the Inmate Health Services system.

TAB B. TITLE AND TABLE OF CONTENTS

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal.** Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

TAB C. EXECUTIVE SUMMARY

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary". The Offeror may submit a proposal for any or all of the RFPs issued. The Offeror shall submit a separate Proposal for each RFP for which they are responding. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.** If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

TAB D. OFFEROR TECHNICAL RESPONSE TO RFP REQUIREMENTS

The Offeror must address each criterion in the technical proposal and describe how the proposed services will meet the requirements as described in Section 3 of the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of



being selected for award. Any paragraph that represents a work requirement shall include **an explanation of how the work will be done.**

1. An Offeror shall demonstrate an understanding of the Agency's necessity to develop a strong multi-disciplinary model of health care with all of the Agency's contractors and sub-contractors. An Offeror must propose, in writing in the body of its response, a plan for collaboration between various health providers, custody, and the Agency health care management. The written collaboration plan shall include the steps, with timelines, the Offeror will take to assure that this collaboration will be implemented and honored.
2. An Offeror shall demonstrate an ability to serve the full population throughout the State to whom DPSCS has an obligation to provide pharmacy services. An Offeror shall set forth a delivery of services plan to demonstrate its ability to sufficiently recruit and retain staff, or otherwise deliver services across the state at a level necessary to meet the obligations under this RFP.
3. An Offeror shall propose a plan for the delivery of the full range of pharmacy services to the inmate population consistent with this RFP, all relevant standards, the Agency's Manual of Policies and Procedures for Inmate Health Care and Consent decrees.
4. An Offeror shall include in its Plan, at a minimum, at least one full time (1.0) equivalent clinical Pharmacist (Pharm.D.) and at least one-half time (0.5) equivalent clinical pharmacist specializing in medications related to mental health care. These clinical pharmacists and their schedules shall be identified to the Agency and shall have responsibilities for the hours identified to no other client of the Pharmacy Provider than the Agency. An Offeror may provide services at a level greater than that required.
5. The Offeror shall propose the management structure it will utilize upon award in narrative and chart of organization.
6. An Offeror shall acknowledge its obligation to formulate and distribute to its staff a manual of policies and procedures that are consistent with those of the Agency.
7. An Offeror shall provide evidence in its proposal that all relevant Agency Policies, Procedures, and Manuals have been reviewed and an acknowledgement that its own policies and procedures are consistent with those of the State or that it will modify its own policies and procedures to eliminate any inconsistency within thirty days of contract initiation. Disputes about conflicts between Agency and Contractor policies and procedures will be considered by the Agency. However, the Agency's decision on any matters of policy and/or procedure shall be considered as final.
8. An Offeror shall acknowledge its obligation to adhere to the Agency's policies and procedures and its obligation to carry out those policies and procedures in collaboration with the Agency and the other successful Offerors.
9. An Offeror shall acknowledge the Agency's role in personnel decisions.



10. An Offeror shall acknowledge its obligation for orientation and training of employees.
11. An Offeror shall acknowledge its obligation to provide a plan and schedule for regular competency based in-service trainings following orientation with on-site follow up training for clinicians, and shall demonstrate its understanding of the criticality of such training by reference to the intended scope of competency evaluation.
12. An Offeror shall acknowledge the responsibility of the Pharmacy Provider to purchase and provide all necessary supplies and equipment except as stated below in Section 3.15 of the RFP.
13. An Offeror shall describe a plan to ensure the availability of medications to all inmates in need of immediate access consistent with Agency procedures.
14. The proposal must include Quality Assurance and Performance Measurements that:
 - Assure the delivery of pharmacy services including appropriate labeling and packaging, and timely delivery (Section 3.16), and immediate access to medications as necessary (Section 3.17);
 - Assure effective management of the Pharmacy and therapeutics process (Section 3.29) and control of the agency formulary (Section 3.18);
 - Assure the delivery of an effective continuous quality improvement program (Section 3.26) and peer review program (Section 3.27); and
 - Measure clinical pharmacist performance.
18. An important aspect of program management will be coordinating with the custody staff. Correctional Officers will be relied upon to assist the program and must be included as an integral partner with service provision staff, both clinical and delivery. The proposal should address how they will insure a collaborative working relationship with the custody staff as well as the treatment services staff, and case management.

TAB E. PERSONNEL/RESUMES

The Offeror must describe its personnel capabilities in compliance the overall performance requirements of the contract. Resumes must be provided for all key personnel proposed for this project.

TAB F. OFFEROR EXPERIENCE, CAPABILITIES, AND REFERENCES

Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

1. An overview of the Offeror's experience providing services similar to those included in this RFP. This description shall include:
 - a) A summary of the services offered
 - b) The number of years the Offeror has provided these services
 - c) The number of clients and geographic locations the Offeror currently serves
2. All references shall include the identification of all contracts that your firm has undertaken with a similar scope of work as presented in the body of this RFP. Identify the entity contracted with,



the general scope of services provided, the number of inmates/clients serviced and the duration of the contract. If the contract is current, identify the contact person for references. If the contract is not current, indicate the cause for termination.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror's offices for the purpose of evaluating proposals.

3. Offeror shall submit a Corporate Fact Sheet that includes but is not limited to the following:

Evidence of experience in the delivery of correctional medical services (minimum three years); Corporate history; Primary areas of specialization; and Company size.
4. Offerors shall submit a staff skills and qualifications matrix in their own format to summarize relevant experience for the proposed staff, including any subcontractor staff. Offeror and subcontractor staff experience shall be presented in two separate matrices.

TAB G. FINANCIAL CAPABILITY AND INSURANCE:

The Offeror must provide:

- a) Evidence that the Offeror has the financial capacity to provide the services via profit and loss statements and balance sheets for the last two years.
- b) A copy of the Offeror's current certificates of insurance which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions

TAB H. ECONOMIC BENEFIT FACTORS

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this information):

- 1) The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractor, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- 2) The estimated number and type of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.
- 3) Tax revenues to be generated for Maryland and its political subdivisions as a result of this



contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.

- 4) The estimated percentage of subcontract dollars committed to Maryland small businesses and MBE's.

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

TAB I. SUBCONTRACTORS

Offerors must identify subcontractors (including MBE subcontractors), if any, and the role these subcontractors will have in the performance of the contract.

TAB J. BID/PROPOSAL AFFIDAVIT (Attachment B - to be submitted with original of Technical Proposal)

TAB K. MBE FORMS
(Attachment D-1- utilization and fair solicitation affidavit and Attachment D-2 - MBE participation schedule – to be submitted with original of Technical Proposal)

TAB L. LIVING WAGE AFFIDAVIT (Attachment M – to be submitted with original of Technical Proposal)

4.5 Volume II – Financial Proposal

- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, seven copies, and an electronic version in Microsoft Excel of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Form must be submitted and completely filled in (no blanks or omissions).
- 4.5.2 Do not change or alter these forms. Alterations will cause the proposal to be rejected.
- 4.5.3 The Proposal Price Form shall be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.
- 4.5.4 All criteria included in the Proposal Price Form, i.e., the estimated quantity of various services, etc., shown on these forms are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase the goods and services in different quantities than those referenced in the Proposal Price Form. The State reserves the right, at its sole discretion, not to purchase any goods or service for which proposals are solicited under this RFP.
- 4.5.5 The total Proposal Price Form page is used to calculate the vendor's EVALUATED PRICE PROPOSED (Attachment F).
 - All Unit and Extended Prices must be clearly typed with dollars and cents, e.g., \$24.15.
 - All Unit Prices must be the actual price the State will pay for the proposed item price per this RFP and may not be contingent on any other factor or condition in any manner.



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- All goods or services required or requested by the State and prices offered by the vendor at No Cost to the State must be clearly typed in the Unit and Extended Price with N/C.
 - Nothing shall be entered on the Proposal Price Form that alters or proposes conditions or contingencies on the proposal response.
 - Recording \$0.00 or any variation will be treated and considered as No Cost to the State for that good or service.

4.5.6 It is imperative that the prices included on the Proposal Price Form are entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on Proposal Price Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

4.6 In order to assess capacity to acquire at a rate most beneficial to the State, Offerors are directed to submit the acquisition cost in effect on **November 30, 2009** that would be reflected on an invoice to the Agency per dose for each medication identified on Attachment F at the monthly quantities specified. The Offeror shall then aggregate the resulting acquisition costs for all medications, and multiply the total by twelve (12) representing an annual cost of acquisition, as indicated on the Attachment.

4.6.1 All costs associated with packaging, delivery, overhead, clinical staffing, general and administrative expenses, profit, etc. shall be aggregated into a single, annual fee and entered on Attachment F. Each Offeror is requested to attribute across the cost centers identified in Attachment F the break down of the annual fee for purposes of ensuring the reasonableness of any proposal. Once a determination of reasonableness has been made, the only amount that will be assessed with respect to the annual fee is the aggregate amount.

4.6.2 In order for the Agency to assess the total financial bid, the Offeror shall add the total annual acquisition cost to the annual fee and enter the total as indicated on Attachment F. The completed Attachment shall be included in the Financial Section (Volume II) of the Proposal.

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SECTION 5 - EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, price factors will receive greater weight than technical factors.

5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Work Plan. Offeror response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3)
- Staffing. (Ref. Section 4.4)
- Offeror Experience and Capabilities. (Ref. Section 4.4)
- Economic Benefit Factors. (Ref. Section 4.4)

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference shall be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that shall primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its residents.



5.5 Selection Procedures

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.6 Selection Procedures

- 1) Offerors may submit proposals for the delivery of inmate pharmacy services. The first level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions in approximately two weeks after delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 2) Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 3) The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4) When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

5.7 Award Determination

Upon completion of all discussions and negotiations, reference checks and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, Price factors will be given greater weight than technical factors.

The final award approval will be made by the Board of Public Works.



ATTACHMENTS

In addition to eMaryland Marketplace, all Attachments (excluding attachments in the RFP) are posted at <http://www.dpscs.state.md.us/publicservs/procurement/ihs/>

Attachment A	Example of State's Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Minority Participation Forms
Attachment E	Pre-Proposal Conference Response Form
Attachment F	Pharmacy Services Proposal Price Form
Attachment G	G-1, DPSCS Overview G-2, Average Daily Population
Attachment H	H-1, Duvall vs. O'Malley Consent Decree H-2 Duvall vs. O'Malley Consent Decree Annotated
Attachment I-14	Pharmacy Equipment Inventory /Condition, Sept. 2009
Attachment J	J-1 Transportation costs, 2006-2007 J-2 Transportation costs, 2007-2008 J-3 Transportation costs, 2008-2009
Attachment K	Annual Utilization Summary Data
Attachment L	COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form
Attachment M	Living Wage Requirements
Attachment N	Facility-by-Facility Medication Distribution Method Requirements
Attachment O	Dialysis Treatment Trends
Attachment P	P-1, DOC ARP Policy 185.003 P-2, DOC ARP Policy 185.002 P-3, DPDS Adult Help Request Process 180.4 P-4, DPDS Adult Grievance Procedures 180.1



Attachment Q	Q-1 Sample State Stat Utilization ReportSample Q-2 Sample State Stat Staffing ReportState Stat Template Q-3 Sample State Stat Chronic Care Report Q-4 Sample State Stat HIV HEP-C Report
Attachment S	Release Policy
Attachment T	Infection Control Reporting Form
Attachment U	Medicaid Eligibility Forms
Attachment V	V-3 Pharmacy Liquidated Damages Table
Attachment W	IMMS Policy
Attachment X	Proposed Pharmacy Delivery Schedule
Attachment Y	Suicide Prevention Program
Attachment Z	Telemedicine / Telepsychiatry locations



ATTACHMENT A Contract

THIS CONTRACT is made this _____ day of _____, 2010 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES** (the “DPSCS” or sometimes the “Agency”).

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

1.1 “Contract Manager” means the DPSCS representative and first point of contact for contract procedures and any discrepancies.

1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.3 “Department” means the Department of Public Safety and Correctional Services (DPSCS)

1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.

1.5 “Procurement Officer” means BJ Said-Pompey, Director of Procurement Services, or designee.

1.6 “RFP” means the Request for Proposals for DPSCS Inmate Mental Health Services DPSCS Solicitation No. Q0010022.

1.7 “State” means the State of Maryland.

1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide programs and services specific to the module awarded in accordance with Exhibits A-C listed in this paragraph 2.1 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 – Request for Proposals –Project No. Q0010022
- Exhibit B – Contractor’s Technical Proposal dated _____.
- Exhibit C – Contractor’s Financial Proposal dated _____.
- Exhibit D – The Contractor’s Contract Affidavit dated _____.

2.3 The Procurement Officer may, at any time, by written change order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other



person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a 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 may be the basis for a claim under the Disputes clause. The Contractor may not delay or refuse performance under a change order for any reason, but will proceed immediately and diligently with performance of the Contract in accordance with the change.

3. Time for Performance.

The term of this Contract begins on the date the Contract is executed by the Department, and unless terminated earlier in accordance with the Contract, ends June 30, 2013 (the "base term") The Contractor shall undertake transition activities necessary to provide its services under the Contract immediately upon receipt of a written notice to proceed issued by the Procurement Officer. Apart from transition activities, the Contractor shall provide all the services, hardware, related software, and other deliverables under this Contract during the period July 1, 2010 to June 30, 2013.

4. Compensation and Method of 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 (dependant on contract type, to be supplied later). Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$ _____. Contractor shall notify the Contract Manager, in writing, at least 60 days before the total of Contract payments equals the "not to exceed" amount in this paragraph 4.1. The State may unilaterally, and in its sole discretion, increase the "not to exceed" amount. After notification by the Contractor, if the State fails to increase the "not to exceed" amount, the Contractor shall have no obligation to perform under this Contract after payments reach the "not to exceed" amount.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the Contractor, acceptance by the Agency 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 Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the Agency Contract Manger. If the Contractor submits an invoice for reimbursement of its expenses as authorized under this Contract, the invoice is a "proper invoice" under this paragraph 4.2 only if the invoice includes complete copies of the invoices for which it is seeking reimbursement. Electronic funds transfer will be used by the State to pay Contractor under 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.

4.3.1 The Agency may adjust payment to the Contractor to cover damages.



4.3.1.1. The Contractor shall not be responsible for damages to the extent that the damages are directly the result of acts or omissions by the State's employees. Each party shall bear responsibility for the damages directly caused by their acts or omissions.

4.3.1.2 Liquidated Damages

4.3.1.2.1 The Agency may deduct liquidated damages as set forth in Attachment (RFP Attachment V).

4.3.1.2.1.1 For the 90 day period following the "transition period" defined in the RFP, the Department will not take liquidated damages for items i through xii found at Roman V of Attachment V "LIQUIDATED DAMAGES (L.D.), Calculation Methodology".

4.3.1.2.2 When the Agency has identified a deficiency for which it could assess a liquidated damage, it shall notify the Contractor in writing of the deficiency.

4.3.1.2.3 The Contractor shall provide to the Agency Representative within 10 working days of the date that the Contractor receives the agency's notice, its written explanation for the deficiency.

4.3.1.2.3.1 The Agency may determine whether or not to assess the liquidated damages without considering the Contractor's response if it has not received the Contractor's explanation within 10 working days.

4.3.1.2.4 The total amount for liquidated damages arising out of any one incident or occasion may not exceed \$150,000.

4.3.1.3 Direct Damages.

4.3.1.3.2 The Agency may deduct for direct damages sustained as a result of Contractor's failure to perform as required under this Contract.

4.3.1.3.3 If hospitalization, outpatient or specialty care not otherwise provided on site is required as a result of provider negligence, the contractor will be responsible for these and related costs. The determination as to whether these services were required as a result of provider negligence will be that of the DPSCS Medical Director, whose decision shall be final.

4.3.1.4 Notification

4.3.1.4.2 The Agency shall notify the Contractor of each adjustment.

4.3.1.4.2.1 The Agency shall provide the Contractor with such evidence as the Agency determines is adequate to justify each adjustment.

4.3.1.4.2.2 If the Contractor does not agree with the adjustment or the action taken to obtain the adjustment, the Contractor's sole remedy to resolve the issue is as provided in ARTICLE 11 of the contract.

4.4 (Applies to Medical, Mental Health, Dental and Pharmacy Modules only.) Unless otherwise provided in the Contract, the Contractor shall make all payments owed to the Agency within 30 days after receipt by the Contractor of a correct invoice. If the Contractor fails to make payment to the Agency within 45 days after the Contractor receives a correct invoice, the Contractor shall pay the Agency interest for that portion



of the unpaid balance prorated for the period beginning with the 31st day after the Contractor receives a correct invoice from the Agency and ending when the Agency receives the payment. The Agency shall separately invoice the Contractor for any interest due. The rate of interest shall be the same rate as that specified in Section 11-107(a) of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, during the time that the interest is accruing.

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

4.6 The Agency is not responsible for bills incurred or paid by the Contractor for processing fees, indirect or direct costs, or overhead costs related to bills paid or incurred by the Contractor, other than those fees or costs which the Contractor has included in its price stated in ATTACHMENT F or for which the Contractor is authorized to submit an invoice for reimbursement under this Contract.

4.7 In the event that any monies due the Contractor are not sufficient to satisfy all claims against the Contractor, the Agency may invoice the Contractor for all additional amounts due. In the event the Contractor fails to pay the amount owed within 30 days, the Agency, in addition to any other remedies, may deduct the amounts due from any monies due the Contractor during any renewal term of the contract or under any other contract between the parties.

4.8 The Contractor shall obtain reimbursements, credits, reductions, refunds, rebates and gifts, including insurance and government payments (“third party payments”), for services rendered to inmates, when such are available.

4.8.1 When the Contractor can receive will receive or has received third party payments, the Contractor shall immediately notify the Agency of the source, nature and amount of the third party payments.

4.8.2 All third party payments are the property of the Agency and the Contractor shall follow the Agency’s instructions in each instance concerning the disposition of such payments. Such instructions may include, within the sole discretion of the Agency, the remission to the Agency of the third party payment.

4.8.2.1 Because third party payments are the property of the Agency; the Contractor’s obligations under this SUBARTICLE 4.9 shall survive the expiration of the Contract.

4.8.3 At the end of each quarter of each year of the Contract, the Contractor shall submit a report to the Agency detailing all funds received from third party reimbursement.

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 solely for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department 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 Upon the request of the Agency, the Contractor shall provide, free of charge, certified copies of all records related to this Contract produced through the use of a time keeping or other record systems owned, developed or utilized by the Contractor.



5.3 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 Department, 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.

5.4 The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

5.5 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item (“Product”) that is covered by a patent or copyright, or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any Product infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent or copyright, the Contractor will defend the Department against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Department (i) promptly notifies the Contractor in writing of the claim; and (ii) 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 paragraph 6.3 below.

6.3 If any Product becomes, or in the Contractor's opinion is 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 Product, b) replace the Product with a non-infringing product substantially complying with the item's specifications, or c) modify the Product so that it becomes non-infringing and performs in a substantially similar manner to the original Product.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, 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.



7.1 The Contractor shall not use Maryland data or create any publication related to the system of programs and services being provided under the contractor with out first obtaining the written approval of the Assistant Secretary for Treatment Services.

8. Loss of Data

In the event of loss of any State data or records held or maintained by the Contractor in the performance services, 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 Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

9. Indemnification

9.1 The Contractor shall indemnify the State and the State's employees against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

9.1.1 This shall not be construed to mean that the Contractor shall indemnify the State or the State's employees against liability for any suits, actions, or claims of any character that are directly the result of acts or omissions in the performance of the State or of the State's employees. Each party shall bear sole responsibility for any liability for any suits, actions, or claims of any character to the extent that such are directly caused by their acts or omissions.

9.2 The State of Maryland 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.

9.3 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.

9.4 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. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, § 15-102, Annotated Code of Maryland, 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.



11. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, 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 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 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.

12. Maryland Law

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

13. 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, 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.

14. Contingent Fee Prohibition

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

15. 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 of Maryland 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.



16. 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 of Maryland 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.

17. 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 21.07.01.12 (A)(2).

18. Vendor Transition

If the Agency awards a contract to another vendor to perform services presently being performed by the Contractor under the Contract, the Contractor shall cooperate with the Agency and the new vendor in facilitating the transition as the Agency directs, including providing the new vendor with a copy of all the current policies, procedures and work plans applicable to the institutions covered by the Contract.

19. Delays and Extensions of Time

The Contractor agrees to perform this Agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under 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 Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State 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 these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for five years after final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's 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.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

25.1 It is qualified to do business in the State of Maryland 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 of Maryland, 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. Costs and Price Certification

26.1 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 or offer.

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

27. Subcontracting; Assignment

27.1 The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department. Any such subcontract or assignment shall include such terms of this Contract as the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

27.2 The Contractor shall not write into any subcontract or negotiate with any subcontractor for a requirement that would in any way limit the subcontractor's flexibility to compete with the Contractor or to negotiate with a competitor of the Contractor for any future contract with the State.

28. Commercial Nondiscrimination

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, 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 Agreement and may result in termination of this Agreement, 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.
- B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 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 under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination.

29. Prompt Payment Requirements and MBE Compliance

29.1. If a 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.

29.2. An “undisputed amount” means an amount owed by a 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.

29.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and 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.

29.4. 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 program.

29.5. 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 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 30 days and invoices for which the subcontractor has not been paid.



-
- (c) If the Department determines that a Contractor is in noncompliance 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 a 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 this Directive 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.

30. Administrative

- 30.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.
- 30.2 Authority of the Department - Except as expressly prohibited by Maryland law, any of the State's rights, powers or duties under this Contract may be exercised or enforced by any officials or employees of the Department who are authorized to do so by the Secretary of Public Safety and Correctional Services. Where this Contract provides for the exercise or enforcement of rights, powers or duties by a specific official or employee of the Department, the Department may unilaterally, and within its sole discretion, change the designated official or employee upon written notice to the Contractor. To the extent that the Department utilizes internal review or approval processes in making determinations under this Contract, the Contractor has no right to or in connection with those processes.
- 30.3 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:

BJ Said-Pompey, Procurement Officer
Department of Public Safety and Correctional Services
300 E. Joppa Road, Suite 1000
Baltimore, MD 21215
Phone: (410) 339-5015
Fax: (410) 339-4240
Email: bjsaid-pompey@dpscs.state.md.us

If to the Contractor: (to be completed)



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

CONTRACTOR

By:

Date

Witness: _____

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

By:

Date

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, 2010.

Assistant Attorney General



ATTACHMENT B Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized

representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct:

In preparing its bid on this project, the bidder 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, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder 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 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 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.

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 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):

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 or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 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 subsection (1) through (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 or 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; or
- (9) 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 Section B and subsections (1) through (7) 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):

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, 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):

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):

G. SUB-CONTRACT 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 or offer that is being submitted;
 - (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or 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 or offer is submitted.



I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the 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.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. 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 or offer, 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 whom 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:
 - (i) The dangers of drug and alcohol abuse in the workplace;



- (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) 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 §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) 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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J (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:
- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) 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 §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(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:
- (a) 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.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: _____
Address: _____



(2) 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.

M. 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.

N. Repealed.

O. 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 or 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: _____
(Authorized Representative and Affiant)



ATTACHMENT C Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name:_____

Address:_____

(2) 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 Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated_____, 20____,



and executed by me for the purposed 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: _____

(Signature)

(Authorized Representative and Affidavit)



ATTACHMENT D Minority Business Enterprise Participation Forms

STATE OF MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve a twenty (20) percent minority business enterprise (MBE) subcontracting goal stated in the Request for Proposals. MBE performance shall be in accordance with this Attachment, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

MBE GOALS AND SUBGOALS

An MBE subcontract participation goal of twenty (20) percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

An overall subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

- ◆ A prime contractor- including an MBE prime contractor- must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A Bidder or Offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the



solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the price and/or percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or Offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offeror is not reasonably susceptible of being selected for award.

◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) Outreach Efforts Compliance Statement (Attachment D-3)
- (2) Subcontractor Project Participation Statement (Attachment D-4)
- (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

CONTRACT ADMINISTRATION REQUIREMENTS

The Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5)
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6)
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation



obligations. Contractor shall retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (shall be submitted with bid or offer).
- D-2 MBE Participation Schedule (shall be submitted with bid or offer).
- D-3 Outreach Efforts Compliance (shall be submitted by contract awardee within 10 working days of notification of apparent award).
- D-4 Subcontractor Project Participation Statement (shall be submitted by contract awardee within 10 working days of notification of apparent award).
- D-5 Prime Contractor Unpaid MBE Invoice Report (submitted monthly after contract commences).
- D-6 Subcontractor Payment Report (submitted monthly after contract commences).



ATTACHMENT D-1

1.1.1 CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsible or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in responses to Solicitation Number DPSCS Q0010022, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation subgoals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of ____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposal), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder of the apparent awardee.

2. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.

5. In the solicitation of subcontract or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.



I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL



ATTACHMENT D-2

MBE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ %

TOTAL WOMEN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By (Please print or type):

Name: _____

Title: _____



ATTACHMENT D-2 CONT.

List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	



ATTACHMENT D-3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the proposal or offer submitted in response to Solicitation Number DPSCS Q0010022, I state the following:

1. Bid/Offeror identified opportunities to subcontract in these specific work categories.

2. Attached to this form are copies of written solicitation (with instructions) used to solicit certified MBEs for these subcontract opportunities. (Item #2 on this form is optional for the initial solicitation phase.)

3. Bid/Offeror made the following attempts to contact personally the solicited MBEs.

4. Bid/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

_____ This project does not involve bonding requirements.

5. Bid/Offeror _____ DID _____ DID NOT attend the pre-proposal conference.

_____ No pre-proposal conference was held.

Bid/Offeror Name

Signature of Affiant

Address

Name, Title

Date



ATTACHMENT D-4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE.

Provided that _____ is awarded the State contract in

(Prime Contractor Name)

conjunction with Solicitation Number DPSCS Q0010022, it and

_____,

MDOT Certification No. _____, intend to enter into a contract by which Subcontractor

(Describe Work)

_____ No bonds are required of Subcontractor.

_____ The following amount and type of bonds are required of Subcontractor.

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title and Phone Number

By: _____
Name, Title and Phone Number

Date

Date



ATTACHMENT D-5

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL
SERVICES
INFORMATION TECHNOLOGY & COMMUNICATIONS DIVISION
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

PRIME CONTRACTOR UNPAID MBE INVOICE REPORT

To be Completed Monthly by Prime Contractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number

Purchase Order Number

MBE Subcontract Amount

Contract Begin Date

Contract End Date

Prime Contractor

Address

City

Phone

Contact Person

State _____ Zip _____

Fax

Subcontractor

Address

City

Phone

Contact Person

State _____ Zip _____

Fax



Attachment D-5 (Continued)

Subcontractor Services Provided

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

- 1.
- 2.
- 3.

Total Amount Unpaid \$ _____

**** If more than one MBE subcontractor is used for this contract, please use separate forms & include the blanket purchase order number.**

Signature _____
(Prime Contractor)

Date _____

Return one (1) copy of this form to each of the following addresses:

Tia Rattini, MBE Manager
Office of Minority Affairs
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 208
Baltimore, MD 21215

Thomas P. Sullivan, Director of Treatment Services
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 309
Baltimore, MD 21215



ATTACHMENT D-6

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL
SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

SUBCONTRACTOR PAYMENT REPORT

To be Completed Monthly by MBE Subcontractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number

Purchase Order Number

MBE Subcontract Amount

Contract Begin Date

Contract End Date



MBE Subcontractor Name

MDOT Certification #

-

Contact Person

Address

City _____ State _____

Zip _____

Phone _____ Fax _____

Subcontractor Services Provided

List all payments received from Prime Contractor in the preceding 30 days.

List dates and amounts of any outstanding invoices.

1.

1.

2.

2.

3.

3.

TOTAL DOLLARS PAID

TOTAL DOLLARS UNPAID

\$ _____

\$ _____

Prime Contractor Name

Contact Person

Signature _____
(Subcontractor)

Date _____

Return one (1) copy of this form to each of the following addresses:

Tia Rattini, MBE Manager
Office of Minority Affairs
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 208
Baltimore, MD 21215

Thomas P. Sullivan, Director of Treatment Services
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 309
Baltimore, MD 21215



ATTACHMENT E Pre-Proposal Conference Response Form

**Project No. Q0010022
Inmate Pharmacy Services**

A Pre-Proposal Conference shall be held on **Wednesday, February 17, 2010 – 9:00 AM** (Local Time) at Department of Public Safety and Correctional Services, Patuxent Institution roll-call room, 7555 Waterloo Road, Jessup, Maryland 20794. Please return this form by 2:00 PM, **Tuesday, February 16, 2010** advising whether or not you plan to attend. For directions to the meeting site, please visit the website at: <http://www.mapquest.com/directions>. Those attending the Conference are directed to enter the main gatehouse through the “employee entrance”, and will be directed to the roll call room by the Patuxent Institution staff.

Email or fax this form to the Procurement Officer:

BJ Said-Pompey
Director of Procurement Services
Department of Public Safety and Correctional Services
Fax # (410) 339-4240
Email: bjsaid-pompey@dpscs.state.md.us

Please indicate:

Yes, the following representatives (by name and title) shall be in attendance:

1. _____
2. _____
3. _____

No, we shall not be in attendance.

Contact Name (Please Print)

Signature

Title

E-Mail Address



INSTRUCTIONS FOR COMPLETING PRICE FORM

Column One – Drug Name - represents the most frequently used medications as prescribed and distributed to the inmate population and the pre-sentence/detention population. It is also recorded as the quality distributed.

Column Two – Annual Quantity – represents the amount of drugs used annually by DPSCS for the inmate population and detention/pretrial population

Column Three – Acquisition Cost - this column represents the cost the State shall pay and shall be filled out as your company's acquisition cost per pill.

Column Four- Estimated 12 Month Acquisition Cost – represents the estimated cost for 12 months base on the annual usage as supplied in column one.

Total Estimated 12 Month Drug Acquisition Costs – represents the total quantity and cost for one full year of supplying these high volume drugs at acquisition cost.

Services – is broken down into delivery, which shall be priced as a monthly cost and annual cost for the once a day delivery to the correctional facilities as identified in the RFP.

Staffing – shall be filled out as a total monthly and annual cost to include administrators, supervisors, pharmacy, packaging and delivery staff.

Supplies – shall be filled out as a monthly and annual cost for all supplies needed to package and prepare for delivery of all medications.

Equipment – shall be filled out as a monthly and annual cost, and shall include all computers, packaging machines, automatic equipment, and labeling machines.



ATTACHMENT F Proposal Price Form – Pharmacy Services

Company Name				
Address				
City, State, Zipcode				
Federal Identification Number				
eMaryland Marketplace Number				
MDOT Number (if applicable)				
Phone Number				
Email Address				
The projected Average Daily Population for 2011 is 22,053 {as of October 1, 2009= 25,806}				
Drug Name	Annual Quantity	Acquisition Cost		Estimated 12 Month Acquisition Cost
TRUVADA 200/300 TAB	58,328			
PEGASYS 180MCG/1ML 180MCG/ML VIAL	3,350			
ATRIPLA *ORIG.BOTTLE* 600/200/300 TAB	35,568			
KALETRA **TABLETS** 200/50 TAB	188,462			
RIBAVIRIN (REBETOL) 200MG CAP	124,575			
RISPERDAL 4MG TAB	74,522			
COMBIVIR 150MG/300MG 300-150MG TAB	61,578			
SUSTIVA **600MG**TABLETS** 600MG TAB	35,941			
TRIZIVIR 300/150MG 300-150MG TAB	29,123			
REYATAZ 300MG CAP	15,639			
LANTUS 100U/ML VIAL	5,190			
REYATAZ 150MG CAP	28,757			
NORVIR (RITONAVIR)ORG BOTTLE 100MG CAP	46,402			
ALBUTEROL17GM 90MCG INH	21,508			
TWINRIX SDV 5X1ML 20MCG SYR	4,471			
QVAR 80MCG/PUFF 80MCG INH	4,394			
OMEPRAZOLE (PRILOSEC) 20MG CAP	134,577			
VIREAD 300MG 300MG TAB	17,204			
RISPERDAL 3MG TAB	39,013			
RISPERDAL 2MG TAB	39,974			
VALPROIC ACID 250MG CAP	446,487			
EPZICOM 600/300 TAB	10,027			



ARANESP PFS 4X.5ML 100MCG/.5ML SYR	453		
PROCRIT 2ML 10,000U/ML VIAL	741		
LEXIVA 700MG TAB	16,922		
NEUPOGEN 300MCG VIAL	731		
LOVASTATIN 20MG TAB	137,209		
DEPAKOTE 500MG 500MG TAB	48,279		
VIRACEPT *625MG* 625MG TAB	24,244		
PLAVIX 75MG 75MG TAB	29,024		
LOVASTATIN 40MG TAB	227,944		
ZIAGEN 300MG 300MG TAB	16,482		
ZYVOX 600MG TAB	1,684		
ARANESP PFS 4X.3ML 60MCG/.3ML SYR	400		
AZITHROMYCIN 600MG TAB	7,879		
ZEMPLAR 1ML 5MCG/ML VIAL	199		
NOVOLIN NPH 100UNITS/ML VIAL	2,819		
QVAR 40 MCG/PUFF 40MCG INH	1,700		
CITALOPRAM 20MG TAB	274,569		
PHENYTOIN EXT 100MG CAP	392,914		
COPAXONE 20MG 20MG INJ	42		
NOVOLIN 70/30 70/30 VIAL	2,377		
APLISOL 50TEST 5ML INJ	864		
NOVOLIN R 100UNITS/ML VIAL	2,314		
ARANESP PFS 4X.4ML 40MCG/.4ML SYR	468		
AMLODIPINE (NORVASC) 10MG TAB	53,452		
ENBREL 50 MG SYRINGES 50 MG SYR	238		
GABAPENTIN 600MG TAB	46,264		
EPIVIR 150MG TAB	13,578		
EPIVIR 300MG TAB	6,616		
RESOURCE 2.0(#180100) 27X8OZ BRIK CAN	31,244		
ENSURE CAN	47,513		
XALATAN 50MCG/ML OPHTH 0.005% DROP	1,055		
FLOMAX 0.4MG 0.4MG CAP	21,054		
PROCRIT 20M UNITS 20,000U/ML VIAL	249		
RISPERDAL 1MG TAB	15,201		
PROCRIT 40MU/ML 1ML 40,000U/ML VIAL	116		
ATROVENT HFA INHALER 17MCG INH	680		
DEPAKOTE 250MG 250MG TAB	40,198		
KEPPRA 500MG TAB	21,044		
ARANESP PFS 200MCG/0.4ML 200MCG/.4ML SYR	65		



CITALOPRAM 10MG TAB	124,683		
CLINDAMYCIN 150MG CAP	103,087		
RANITIDINE 150MG TAB	1,082,900		
ZERIT **40MG**** 40MG CAP	9,866		
RISPERDAL 1MG/ML SOL	12,060		
FUZEON INJECTION KIT 90MG KIT	24		
RENAGEL 800MG 800MG TAB	27,838		
ARANESP PFS 300MCG/0.6ML 300MCG/.6ML SYR	39		
SIMVASTATIN 20MG TAB	49,815		
MEPRON 750MG/5ML SUSP	68		
GEODON *60MG** 60MG CAP	7,936		
GEODON **80MG*** 80MG CAP	7,166		
AZITHROMYCIN 250MG TAB	7,926		
HEMOPIL M VIAL	53		
REYATAZ 200MG CAP	3,293		
AVONEX 30MCG 4 WEEK ADMIN PACK 30MCG	81		
CITALOPRAM 40MG TAB	109,087		
ENALAPRIL 20MG TAB	312,197		
INVIRASE (ORG BOT) 500MG TAB	6,508		
PHOSLO GEL CAPS 667MG CAP	62,962		
CHLORPROMAZINE 50MG TAB	86,341		
LOVENOX 100MG/ML SYR	576		
GABAPENTIN 300MG CAP	108,379		
COSOPT OCUMETER PLUS DROP	345		
LITHIUM CARB 300MG CAP	335,574		
FERRLECIT 10/BOX 62.5MG/5ML AMPS	126		
LOVENOX 80MG/.8ML SYR	667		
THALOMID 50MG CAP	336		
PENICILLIN VK 500MG TAB	248,606		
VALCYTE 450MG TAB	1,110		
ADVAIR DISKUS 250/50 250-50MCG INH	199		
HUMIRA 40MG/.8ML INJ	26		
LIPITOR 40MG TAB	9,597		
GLUCAGON 1MG EMERGENCY 1MG VIAL	382		
DEXTROSE 5% SC.45% 1000ML 5%-0.45% BAG	32,073		
FLULAVAL 5ML FLU VACCINE VIAL	400		
PREZISTA 300MG TAB	5,108		
GEMFIBROZIL 600MG TAB	174,410		
METFORMIN 1000MG TAB	252,355		



GUAIFENESIN 200MG TAB	147,210		
VERAPAMIL ER 240MG TAB	76,584		
VERAPAMIL ER 180MG TAB	70,318		
CHLORPROMAZINE 100MG TAB	50,007		
METOPROLOL TARTRATE 25MG TAB	108,779		
SMZ/TMP DS 800-160MG TAB	243,076		
CTM U/D (CHLORPHENIRAMINE) 4MG TAB	433,020		
METFORMIN 500MG TAB	236,347		
CARBAMAZEPINE 200MG TAB	211,491		
BACITRACIN OINT	141,720		
TERAZOSIN (HYTRIN) 2MG CAP	49,396		
ACETAMINOPHEN U/D 325MG TAB	676,100		
FLUOXETINE (PROZAC) 20MG CAP	504,500		
HALOPERIDOL 5MG TAB	110,278		
CEPHALEXIN 500MG CAP	89,009		
BUPROPION 100MG TAB	96,605		
LISINOPRIL 40MG TAB	74,916		
IMIPRAMINE 50MG TAB	51,839		
IBUPROFEN U/D 200MG TAB	258,900		
NAPROXEN 500MG TAB	198,110		
ENALAPRIL 10MG 10MG TAB	128,340		
IBUPROFEN 600MG TAB	642,819		
LISINOPRIL 20MG TAB	114,061		
HCTZ 25MG TAB	477,560		
LISINOPRIL 10MG TAB	97,199		
BENZTROPINE 1MG TAB	100,966		
IBUPROFEN 400MG TAB	526,987		
ENALAPRIL 5MG 5MG TAB	62,623		
APAP/CODEINE #3 30-300MG TAB	81,700		
AMOXICILLIN 500MG CAP	128,309		
CARBAMAZEPINE 100MG TAB	75,169		
CHLORPHENIRAMINE SA 8MG CAP	59,723		
GLYBURIDE (MICRONASE) 5MG TAB	90,417		
GLIPIZIDE (GLUCOTROL) 10MG TAB	94,106		
DIPHENHYDRAMINE 50MG CAP	194,073		
INDOMETHACIN 50MG CAP	51,913		
ASPIRIN CHEW 81MG TAB	239,730		
CLONIDINE 0.2MG TAB	83,509		
BENZTROPINE 2MG TAB	75,506		
CALCIUM CARB CHEWABLE 500MG TAB	391,606		



CLONIDINE 0.3MG TAB	64,660		
ASPIRIN EC 81MG TAB	399,854		
MULTIVITAMIN TAB	428,286		
IBUPROFEN **800MG** TAB	179,480		
CHLORPHENIRAMINE SA 12MG CAP	65,273		
CLONIDINE 0.1MG TAB	91,925		
HYDROXYZINE PAM 50MG CAP	74,236		
DSS (COLACE) 100MG CAP	282,187		
ACETAMINOPHEN 500MG 500MG TAB	257,666		
METHADONE 10MG TAB	76,257		
ACETAMINOPHEN 325MG TAB	314,292		
DOXYCYCLINE 100MG TAB	66,675		
GLIPIZIDE (GLUCOTROL) 5MG TAB	79,572		
ATENOLOL 50MG TAB	66,017		
GENATON (GAVISCON) TAB	92,097		
HYDROXYZINE PAM 25MG CAP	68,035		
ATENOLOL 25MG 25MG TAB	60,139		
TRAMADOL (ULTRAM) 50MG TAB	64,702		
DIPHENHYDRAMINE 25MG CAP	224,155		
APRODINE (ACTIFED) 60/2.5MG TAB	88,629		
METHOCARBAMOL 500MG TAB	50,413		
METOPROLOL TARTRATE 50MG TAB	147,134		
FLUOXETINE 10MG CAP	69,113		
METOPROLOL TARTRATE 100MG TAB	68,467		
BUPROPION 75MG TAB	102,985		
PAIN RELIEVE PLUS (GENACED) TAB	88,079		
CAPTOPRIL 25MG TAB	83,383		
TRIAM/HCTZ 75/50 75-50MG TAB	83,660		
ASPIRIN ENTERIC 325MG TAB	158,189		
CAPTOPRIL 50MG TAB	65,181		
CTM (CHLORPHENIRAMINE) 4MG TAB	256,060		
FUROSEMIDE 40MG TAB	50,591		
SIMETHICONE 80MG CHEW 80MG TAB	59,994		
IBUPROFEN 200MG TAB	52,224		
FERROUS SULFATE 325MG TAB	67,840		
Total Estimated 12 Month Drug Acquisition Costs			
Services Cost		Monthly	Annual
Delivery			



Staffing				
Supplies				
Equipment				
Total Annual Services Costs				
Total (Estimated Drug Acquisition Costs+Annual Services Cost]				
Authorized Representative Name / title				
Authorized Signature / Date				



ATTACHMENT M – Living Wage Requirements

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. 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. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- 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:
 1. 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) Contracts involving services needed 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 procurement ("Unit"); or



a. Services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract 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 contract, 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 Title 18, State Finance and Procurement, Annotated Code of Maryland.
- 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 of Labor and Industry 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 §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. 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 of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, 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 §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, 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.



Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

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/Offeror is a nonprofit organization
- Bidders/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror 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 our 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/Offeror 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.

