



**DEPARTMENT OF BUDGET
AND MANAGEMENT**

INVITATION FOR BIDS (IFB)

SOLICITATION NO. F10B4400012

**FORENSIC TOXICOLOGY DRUG
TESTING LABORATORY (FTDTL)**

Issue Date: 4/2/14

NOTICE

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

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

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

Title: Forensic Toxicology Drug Testing Laboratory (FTDTL)
Solicitation No: F10B4400012

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

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

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

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
DEPARTMENT of BUDGET and MANAGEMENT**

IFB KEY INFORMATION SUMMARY SHEET

Invitation for Bids: FORENSIC TOXICOLOGY DRUG TESTING
LABORATORY (FTDTL)

Solicitation Number: F10B4400012

IFB Issue Date: April 2nd, 2014

IFB Issuing Office: Department of Budget and Management

Procurement Officer: Mike Yeager
Department of Budget and Management
Division of Procurement Policy and Administration
45 Calvert Street, Room 144
Annapolis, MD 21401
Phone: 410-260-6014 Fax:410-974-3274
e-mail: mike.yeager@maryland.gov

Contract Monitor: Margaret Embardino
Department of Budget and Management
Employee Medical Services
301 West Preston Street, Room 508
Baltimore, MD 21201
Phone: 410-767-4483 Fax:410-333-5440
e-mail: Margaret.embardino@maryland.gov

Bids are to be sent to: Department of Budget and Management
Division of Procurement Policy and Administration
45 Calvert Street, Room 144
Annapolis, MD 21401
Attention: Mike Yeager

Pre-Bid Conference: April 14th, 2014, 11:00 AM (**Local Time**)
MDOT Headquarters
7201 Corporate Center Drive
Richard Trainor Room, 1st Floor
Hanover, MD 21076

Closing Date and Time: April 28th, 2014, 2:00 PM (**Local Time**)

Public Bid Opening: April 28th, 2014, 2:30 PM (**Local Time**)
Room 164—45 Calvert Street, Annapolis, MD 21401

MBE Subcontracting Goal: There is no MBE subcontractor participation goal

VSBE Subcontracting Goal: There is no VSBE subcontractor participation goal

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Budget and Management (DBM) is issuing this Invitation for Bids (IFB) to provide Forensic Toxicology Drug Testing Laboratory Services (FTDTL). The State of Maryland (State) tests employees and applicants for the illegal use of drugs in the following situations: random, reasonable suspicion, pre-employment, incident triggered, disclosure of participation in rehabilitation program, disclosure of arrest for controlled dangerous substance offense, after rehabilitation and as a result of certain personnel actions. The State currently has a Contract in place which provides for Statewide specimen collection for all State agencies except those covered by the U.S. Department of Transportation drug testing requirements. The Contract resulting from this IFB will be for FTDTL services. The Contractor shall provide all labor, materials and equipment necessary for the lab testing of specimens collected from the State-designated collection sites (Attachment T) via the Collection Contractor to the FTDTL.
- 1.1.2 It is the State's intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is for a five (5) year period. See Section 1.4 for more information.
- 1.1.3 The Department intends to make a single Contract award as a result of this IFB.
- 1.1.4 Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work

1.2 Abbreviations and Definitions

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

- a) **ATR** – Agency Technical Representative, the person assigned by the employing agency to ensure compliance with the State's drug testing requirements, as defined in COMAR 17.04.09.01B
 - b) **Bid** – A statement of price offered by a Bidder in response to an IFB.
 - c) **Bidder** – An entity that submits a Bid in response to this IFB.
 - d) **BPW** – Maryland Board of Public Works
 - e) **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of "Normal State Business Hours" below).
 - f) **CCF** - Custody and Control Form – form provided by the FTDTL that accompanies each specimen and documents chain of custody
 - g) **CFR** – Code of Federal Regulations
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- h) **Collection Contractor** – The contractor that pursuant to a separate State contract, provides specimen collection and shipment and delivery of those specimens to the FTDTL
 - i) **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
 - j) **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
 - k) **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
 - l) **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
 - m) **Contractor** – The selected Bidder that is awarded a Contract by the State.
 - n) **Department or (DBM)**.
 - o) **Drug Testing Guidelines** –Mandatory Guidelines for Federal Workplace Drug Testing Programs published by SAMHSA on April 13, 2004, and any revisions thereof (Attachment S)
 - p) **eMM** – eMaryland Marketplace (see IFB Section 1.8).
 - q) **FTDTL** – Forensic Toxicology Drug Testing Laboratory
 - r) **Fully Loaded**—The inclusion in the service billing rates of all profit, direct and indirect costs associated with performance of a required service. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs.
 - s) **Go-Live Date** – The date when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
 - t) **GC/MS** – gas chromatography/mass spectroscopy
 - u) **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the Department of Budget and Management, Solicitation Number F10B4400012 dated April 2nd, 2014, including any addenda.
 - v) **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
 - w) **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
 - x) **MRO – Medical Review Officer** – a Maryland licensed, MRO-certified physician with knowledge of substance abuse disorders who verifies whether drug testing results are positive or negative. The MRO is currently provided to the State by separate State contract, Project No. 050B040001.
 - y) **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
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- z) **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- aa) **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- bb) **SAMHSA** – Substance Abuse & Mental Health Services Administration of the U.S. Department of Health & Human Services
- cc) **State** – The State of Maryland.
- dd) **State of Maryland business hours** – 8:00 am-5:00 pm Local Time; Monday-Friday.
- ee) **Total Bid Price** - The Bidder’s total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
- ff) **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- gg) **Working Day(s)** – Same as “Business Day(s).”

1.3 Contract Type

The Contract resulting from this solicitation shall be an Indefinite Quantity Contract with fixed unit prices in accordance with COMAR 21.06.03.06.

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).
- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period
- 1.4.3 As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2 definition), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.

- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 1.4.2) plus five years from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation.
- 1.4.5 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

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

Mr. Mike Yeager / Procurement Officer
Department of Budget and Management
Office of Procurement Policy and Administration
45 Calvert Street, Room 144
Annapolis, MD 21401
Phone Number: 410-260-6014
Fax Number: 410-974-3274
E-mail: mike.yeager@maryland.gov

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

1.6 Contract Monitor

The Contract Monitor is:

Ms. Margaret Embardino / Contract Monitor
Department of Budget and Management
Employee Medical Services
301 West Preston Street, Room 508
Phone Number: 410-767-4483
Fax Number: 410-333-5440
E-mail: Margaret.embardino@maryland.gov

The Department may change the Contract Monitor at any time by written notice.

1.7 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held on April 14th, 2014, beginning at 11:00 AM (**Local Time**), at the Maryland Department of Transportation (MDOT) Headquarters, 7201 Corporate Center Drive, Richard Trainor Room, 1st Floor, Hanover, MD 21076. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

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

Please be advised, due to security concerns at this State of Maryland location, all attendees are strongly encouraged to pre-register to attend the Pre-Bid Conference. To that extent, and to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (410) 974-3274 the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on **April 10th, 2014**. The Pre-Bid Conference Response Form is included as **Attachment E** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than **April 8th, 2014**. The Department will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

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

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM website (www.dbm.maryland.gov) and possibly other means for transmitting the IFB and associated materials, the solicitation and summary of the Pre-Bid Conference, Bidder questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

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

1.9 Questions

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

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

1.10 Procurement Method

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

1.11 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 "Required Bid Submissions," must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than **2:00 PM (Local Time) on April 28th, 2014** in order to be considered.

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

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

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

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page (page ii).

1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

1.13 Receipt, Opening and Recording of Bids

- 1.13.1 Receipt. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- 1.13.2 Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the total Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.
- 1.13.3 The Bid Opening shall be April 28th, at 2:30 PM (**Local Time**) at the Department of Budget and Management, 45 Calvert Street, Room 164, Annapolis, MD 21401.

1.14 Confidentiality of Bids

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

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

1.15 Award Basis

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

1.16 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

1.17 Duration of Bid

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

1.18 Revisions to the IFB

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

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

1.19 Cancellations

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

1.20 Incurred Expenses

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

1.21 Protest/Disputes

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

1.22 Bidder Responsibilities

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

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and

documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.23 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Contractual Terms

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

1.25 Bid/Proposal Affidavit

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

1.26 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term

1.27 Compliance with Laws/Arrearages

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

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

1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.html>.

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

1.29 False Statements

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

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

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

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

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

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.31 Prompt Payment Policy

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

Additional information is available on GOMA's website at:

http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.32 Electronic Procurements Authorized

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

- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - (a) the solicitation (e.g., the IFB/RFP);
 - (b) any amendments;
 - (c) pre-Bid/Proposal conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
 - (f) notices of award selection or non-selection; and
 - (g) the Procurement Officer's decision on any Bid protest or Contract claim.
 2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
 - (a) ask questions regarding the solicitation;
 - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - (c) submit a "No Bid/Proposal Response" to the solicitation.
 3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
1. submission of initial Bids or Proposals;
 2. filing of Bid Protests;
 3. filing of Contract Claims;
 4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
 5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.
- F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.
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1.33 Minority Business Enterprise Goal and Subgoals

There is no MBE subcontractor participation goal for this procurement.

1.34 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title 18. Additional information regarding the State's living wage requirement is contained in **Attachment G**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- 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. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

This has been determined to be a Tier 1 Contract.

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

1.35 Federal Funding Acknowledgement

This Contract does not contain Federal funds.

1.36 Conflict of Interest Affidavit and Disclosure

A Conflict of Interest Affidavit is not required for this procurement.

1.37 Non-Disclosure Agreement

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

1.38 HIPAA - Business Associate Agreement

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

1.39 Nonvisual Access

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

1.40 Mercury and Products That Contain Mercury

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

1.41 Veteran-Owned Small Business Enterprise Goals

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

1.42 Location of the Performance of Services Disclosure

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

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Bidder Minimum Qualifications

2.1.1 The Bidder shall be responsible for providing laboratory services in accordance with all applicable licensure, certification and accreditation standards of:

- a. Medical Laboratory Permit issued by the Maryland Department of Health & Mental Hygiene's Office of Health Care Quality (DHMH-OHCQ)
- b. SAMHSA
- c. Clinical Laboratory Improvements Act of 1988 (CLIA)
- d. All applicable Federal licenses and requirements

2.1.2 As proof of meeting these requirements, the Bidder shall provide with its Bid, copies of:

- a. Medical Laboratory Permit issued by the Maryland Department of Health & Mental Hygiene's Office of Health Care Quality (DHMH-OHCQ)
- b. SAMHSA certification
- c. CLIA certification

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The State is issuing this solicitation for the purposes of testing employees and applicants for the illegal use of drugs in the following situations: random, reasonable suspicion, pre-employment, incident triggered, disclosure of participation in rehabilitation program, disclosure of arrest for controlled dangerous substance offense, after rehabilitation and as a result of certain personnel actions. The State currently has a Contract in place which provides for Statewide specimen collection for all State agencies except those covered by the U.S. Department of Transportation drug testing requirements. The Contract resulting from this IFB will be for FTDTL services. The Contractor shall provide all labor, materials and equipment necessary for the lab testing of specimens collected from the State-designated collection sites (Attachment T) via the Collection Contractor to the FTDTL.

Historically, the number of specimens collected under the prior Contract averaged **4,613 per year or 384 per month**. These figures are estimates, based on the number of collections per year over the past three years of the prior Contract. These estimates are not to be construed as guarantees of the number of yearly or monthly collections and resulting lab tests that may occur under the duration of this Contract. In the past three years, there have been as few as 155 and as many as 640 collections per month. Attachment Q provides detailed information on the State's drug testing history from August 1, 2009 to December 31, 2013.

3.2 Scope of Work - Requirements

3.2.1 General Requirements

3.2.1.1 Laboratory and Testing Requirements: The laboratory shall be SAMHSA certified and adhere to the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Attachment S), as well as future revisions thereof.

Maryland law requires all laboratories (in State and out-of-State) to hold a permit issued by the Maryland Department of Health & Mental Hygiene, Office of Health Care Quality ("DHMH-OHCQ"). Laboratories must be in compliance with all applicable Federal, State and local standards for the locality in which the laboratory is located.

Laboratories must maintain CLIA certification for all clinical laboratory services performed on behalf of the State. If the Contractor's laboratory is located outside of the State of Maryland, the Contractor's CLIA Certification from its home state shall be submitted. If the Contractor's laboratory is located within Maryland, a CLIA Certification issued by the State of Maryland is required.

The Laboratory shall maintain all required permits and certifications throughout the duration of this Contract.

3.2.2 Lab Testing Requirements

3.2.2.1 Each specimen shall be tested for seven drugs: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, opiates and phencyclidine.

Initial screening shall be for the following drugs or metabolites at the following cut-off levels:

INITIAL TEST	LEVEL (ng/ml)
Amphetamines	1000
Barbiturates	200
Benzodiazepines	200
Cocaine metabolites	300
Marijuana metabolites	50
Opiate metabolites	300
Phencyclidine	25

Initial screenings shall use an immunoassay method which meets the U.S. Food and Drug Administration requirements for commercial distribution. Threshold values and types of tests utilized are potentially subject to change to ensure compliance with the Drug Testing Guidelines and/or at the discretion of the MRO.

Confirmation testing of those samples that screen positive at or above the specified cut-off levels shall be performed by GC/MS at the following cut-off levels:

<u>CONFIRMATION TEST</u>	<u>LEVEL (ng/ml)</u>
Amphetamines	
Amphetamine - must contain amphetamine at concentration of 200 ng/ml or more	500
Methamphetamine – must contain amphetamine at concentration of 200 ng/ml or more	500
6-Acetylmorphine – must test for 6-AM when morphine concentration exceeds 2,000 ng/ml	10
Barbiturates	200
Amobarbital	
Butalbital	
Pentobarbital	
Phenobarbital	
Secobarbital	
Benzodiazepines	100
Alprazolam	
Hydroxyethylflurazepam	
Oxazepam	
Temazepam	
Triazolam	
Cocaine metabolite (benzoylecognine)	150

Marijuana metabolite	15
Delta-9-tetrahydrocannabinol-9-carboxylic acid	
Opiates	300
Codeine	
Morphine	
Phencyclidine	25

The FTDTL Contractor shall follow the latest Drug Testing Guidelines (Attachment S) for testing and reporting of specimen validity and suggestion of adulteration.

3.2.3 Reporting Requirements

The FTDTL Contractor shall fax copies of all lab reports to the Contract Monitor within one business day of the completion of all required testing. The one-day limit may be extended on a case-by-case basis, and for unusual circumstances, at the discretion of the MRO and/or the Contract Monitor. The lab reports must reflect the results of all tests conducted by the laboratory, including tests for those samples that screen positive but do not confirm at the above-specified cut-off levels during the GC/MS process. The lab reports must also contain information on the creatinine and specific gravity measurements of each specimen tested in accordance with SAMHSA guidelines.

All confirmed test results shall be reported as positive with the numerical values printed on the report. In addition, the FTDTL Contractor shall provide the Contract Monitor with a copy of the CCF signed by the certifying scientist for each confirmed positive test result within 2 business days of test completion.

Reports shall be submitted using a secure web based file transfer solution provided by DBM. This will provide end-to-end file encryption without end-user involvement or third party encryption programs. No additional charges or licensing will be required for authorized end users accessing the secure file transfer application from the Internet.

3.2.4 Responsibility for CCF's and Shipping Costs

The FTDTL Contractor shall provide CCF's to the Collection Contractor and shall ensure that the Collection Contractor has an adequate supply of CCF's at all times. The FTDTL Contractor shall also provide to the Collection Contractor an adequate supply of urine collection kits. These kits shall contain single-use containers with snap-on lids. The kits shall include all supplies specified in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Attachment S). The FTDTL Contractor shall be responsible for all shipping costs and attendant expenses associated with the delivery of all urine specimens collected by the Collection Contractor to the FTDTL. The FTDTL Contractor shall secure the services of a national priority delivery service to ensure availability of delivery service drop boxes in close proximity to the various collection sites used by the State (Attachment T). The FTDTL Contractor shall be responsible for all costs associated with procuring a national priority delivery service.

3.2.5 Access to Technical Staff

The FTDTL Contractor shall make available the individual responsible for day-to-day management of the FTDTL or other employee who is a forensic toxicologist or who has equivalent forensic

experience in urine drug testing to consult with the MRO to determine whether positive findings may be justified by physical conditions, prescription drugs or other legal explanations.

When requested by the MRO, reconfirmation testing of a sample previously reported as positive shall be conducted following the same testing procedure at the State's expense.

3.2.6 Release of Records

The release of all documents pertaining to individual specimens is strictly controlled by the Privacy Act, 5 U.S.C. §552(a) and other Federal and State laws governing confidentiality. None of these documents shall be released without the written approval of designated State official unless such release is specifically provided for herein.

3.2.7 Laboratory Ratings and Inspections

The FTDTL Contractor shall submit to the Contract Monitor a copy of all ratings received in internal and external performance testing and laboratory inspection programs and maintenance inspections in which the laboratory has participated or is currently participating, starting from two years prior to the Contract effective date, and continuing throughout the term of the Contract. This documentation shall be submitted to the Contract Monitor within 15 calendar days of notice of Contract award for all programs and inspections completed prior to the Contract effective date. The ratings for all programs and inspections conducted during the term of the Contract shall be submitted to the Contract Monitor within 10 calendar days of receipt.

3.2.8 Contractor Testimony

Within two weeks of a written request by the Contract Monitor, the FTDTL Contractor shall provide the MRO with the appropriate litigation package (lab CCF, MRO CCF and lab report signed by the certifying scientist) for contested positive results. Whenever requested in writing by the State or the MRO, the FTDTL Contractor shall make laboratory personnel available to provide a deposition or testimony and documentation as required in support of any administrative and/or court actions. The laboratory personnel shall be required to provide the deposition or testimony by telephone, video conferencing or through sworn affidavit, as specified by the State. No person provided for deposition or testimony shall have been convicted of perjury or any felony crime.

Preparation time for any approved personnel providing testimony shall be factored into the Contractor's Bid within the hourly rate for expert testimony line as provided for on the Bid Price Sheet (Attachment #F). A fully loaded hourly rate shall be submitted. When this service is requested by the State, reasonable documentation for the nature and rationale for the preparation by each approved person shall be submitted to the Contract Monitor. Historically, according to DBM records, since 1999 there has only been one (1) occurrence where the State required this service. The historical reference provided is not to be construed as a guarantee or an indication of what may occur under the duration of this Contract.

Reimbursement for travel costs or travel time will not be allowed and only the actual hours of testimony may be billed.

3.2.9 State Personnel

The Contract Monitor shall provide the Contractor with the names of the ATRs and other appropriate State officials, as well as the name of the MRO, at the time of Contract award.

3.3 Security Requirements

3.3.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

3.3.2 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the Department of Information Technology (DoIT) Security Team. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
- (c) The FTDTL Contractor shall electronically submit sensitive data via a secure web based file transfer solution provided by DBM. This will provide end-to-end file encryption without end-user involvement or third party encryption programs. No additional charges or licensing will be required for authorized end users accessing the secure file transfer application from the Internet.

For reporting to the State and for other Contract IT issues, the FTDTL Contractor shall ensure ongoing compatibility with the State IT systems. Current State specifications are:

- a. Microsoft Office 2007 or higher; and/or
- b. Adobe Acrobat 9.0 or higher

The FTDTL Contractor is responsible for following HIPAA Privacy and Security Rules and maintaining reasonable and appropriate administrative, technical, and physical safeguards with regard to the sending and receiving of all information required under the Contract to be awarded under this IFB. The contractor must follow minimum necessary HIPAA requirements as defined by the U.S. Department of Health and Human Services at <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveridentities/minimumnecessary.html>

Data formatting for transmission shall be by a comma-delimited text file. The FTDTL Contractor should contact the Contract Monitor to obtain any necessary information to ensure that systems and reporting processes maintain capability for State use and access. The Contract Monitor shall notify the FTDTL Contractor of any changes that affect these

capabilities. If file transmission specifications change, specific file layout specifications, as well as any additional file transfer processes, will be furnished by the State.

If normal data transmission is interrupted or not available for any reason, the FTDTL Contractor shall ensure that all available data is secured on a CD-R disk and submitted to the Contract Monitor by USPS overnight mail with signature confirmation. The data will be secured on the CD-R disk using the latest encryption technology available (Minimum of AES 128 encryption). The requirements for encrypting information will be updated periodically per the State's Guidelines and standards as referenced above. The FTDTL Contractor shall immediately notify the Contract Monitor of any such situation and shall provide the Contract Monitor with information on the resumption of normal submission of data, as specified by the Contract Monitor.

3.4 Insurance Requirements

- 3.4.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - 3.4.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
 - 3.4.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
 - 3.4.4 The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
 - 3.4.5 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
 - a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 3.4.1.
 - c. Errors and Omissions/Professional Liability as required in Section 3.4.2.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 3.4.3.
 - e. Employee Theft Insurance as required in Section 3.4.4.
 - 3.4.6 The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days'
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advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

- 3.4.7 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.5 Problem Escalation Procedure

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

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

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

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

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

3.6 Invoicing

- 3.6.1 The Contractor is responsible for billing DBM in a timely and accurate manner, no later than the 15th of the month for the preceding calendar month, in accordance with this section and the attached Contract.

- (a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:
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- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Date, bar code and unit price for each test performed (as specified in Attachment D)
- Agency name
- Total number of and total amount charged for all tests performed
- Unit price, quantity and total price for other services (e.g. testimony)
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Payments will be made based on a comparison of invoices with the services actually provided and a determination of continued satisfactory provision of services and compliance with all Contract requirements. Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. The Contractor shall receive withheld funds when satisfactory performance is achieved and/or outstanding reports are submitted and approved by the Contract Monitor. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.
 - (c) Within one business day of receipt, the Contractor shall apprise the Contract Monitor of the receipt of any specimen(s) that does(do) not contain a sufficient quantity to allow appropriate testing, regardless of the reason for the insufficiency. The Contractor shall provide the Contract Monitor with an explanation of the reason for the insufficient quantity (i.e., leakage, breakage, improper sealing, etc.) to the extent possible. If the Contractor fails to apprise the Contract Monitor of the inability to test the specimen(s) within one business day of receipt, the Contractor shall be responsible for paying all cost(s) associated with collecting the specimen(s).
 - (d) For Contract close-out, all invoices must be received within 45 calendar days of the end of this Contract. Any invoice not received within 45 calendar days of the end of the Contract will not be paid.
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3.7 Confidentiality Requirements

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with COMAR 17.04.09.14. The Contractor agrees further to comply with any applicable State and Federal confidentiality requirements regarding collection, maintenance and use of health and financial information. This includes the Federal Health Insurance Portability and Accountability Act (HIPAA), (42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR Parts 160 and 164) and the Maryland Confidentiality of Medical Records Act, (Md. Code Ann. Health-General §4-301 et seq.).

The Contractor shall provide training and information to employees regarding confidentiality obligations as to health and financial information and secure acknowledgement of these obligations from employees involved in the Contract. The Contractor shall restrict use and disclosure of the records, generally provide safeguards against misuse of information, keep a record of any disclosures of information, provide all necessary procedural and legal protection for any disclosures of information, promptly respond to any requests by the agency for information about its privacy practices in general or with respect to a particular individual, modify such information as may be required by good professional practice as authorized by law, and otherwise provide good information management practices regarding all health and financial information.

3.8 Right To Audit

The State and its authorized representatives shall be authorized to examine any records, books and accounts of the Contractor that are directly related to the performance of this Contract. All records shall be available during normal business hours for review by authorized representatives of the State. Such records shall be available for a period of not less than three years subsequent to the termination of this Contract. However, in all cases, records shall be retained until final resolution of any audit questions or any pending litigation.

The State reserves the right to derive data from, or to inspect for review and analysis, the records held by the Contractor at any time. The right to audit shall include but not be limited to:

- a. Authorization to visit the Contractor's processing and/or storage premises and access to all data including paper documents, microfilm, microfiche and magnetically stored data which relate to payments or nonpayment made by the Contractor and charged to the State; and
- b. Prompt responses to requests for data.

3.9 Data Mitigation Requirements and SOC 2 Type II Audit Report

Specimen results are identified by the test subject's full Social Security Number. Social Security Number is classified as 'Personally Identifiable Information' (PII) which must be protected in accordance with HIPAA requirements. Personally Identifiable Information, as used in US privacy law and information security, is considered information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII in electronic form and resident on information technology equipment and/or the Internet is a common target of theft that is exploited by criminals in stealing the identity of a person for financial gain or to aid in the planning of criminal acts.

The contractor agrees to take one of the following measures in order to reduce the risk associated with maintaining the electronic Social Security Numbers obtained thru fulfillment of this contract and which is stored on the contractor's information technology system. Specifically, the contractor shall: 1) implement a robust cryptographic methodology that encrypts the social security number and specimen test results while stored in an electronic file, database, removable media, or in transit if the information is made available in that method; or: 2) if the social security number or specimen test record is not or cannot be encrypted as required, the contractor shall obtain an annual audit performed by an independent audit firm of the controls over its handling of the electronic social security number data and specimen results. The report will outline all compensating controls put in place to minimize the risk to data. Hard drives that have unencrypted sensitive information will be purged in accordance with NIST SP 800-88 or destroyed at end of life.

- 3.9.1. The cryptographic methodology shall be applied, at a minimum AES 128 or higher, to the social security number and specimen test results which is resident on the Contractor's information system(s) and on all archived records containing the Department's social security number which may be stored on magnetic/digital media or on backup information technology system.
- 3.9.2. The social security number and full record shall remain encrypted while the data is 'at rest' on the database or archival media/system. The social security number or record may be decrypted into clear text in order to fulfill Contract services to the Department by authorized personnel, for example when producing reports or files that are to be provided to the Department.
- 3.9.3. The cryptographic methodology employed shall conform to criteria promulgated by the National Institute of Standards & Technology (NIST) as defined in the following publications:
 - a. NIST Computer Security Division/Computer Security Resource Center Module Validation List
<http://csrc.nist.gov/groups/STM/cmvp/validation.html>
 - b. NIST FIPS Publication 140-2 *Security Requirements for Cryptographic Modules*
<http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- 3.9.4. Contractor shall provide evidential documentation to the Department's Contract Monitor each year on or before the Contract's anniversary date confirming that the cryptographic methodology is active and functioning as agreed upon. This documentation may include, but is not limited to: screen shots of current parameter settings within the database application or cryptographic module that can demonstrate that the encryption is active; screen shots of program or job code that executes or 'calls' the cryptographic module; or screen shots of Department data resident within the database displayed in its encrypted format. At the request of the Department's Contract Monitor, a site visit to verify the controls may be required.

OR

- 3.9.5. The Service Provider shall have an annual audit by an independent audit firm of its controls over the processing and handling of the Department's personally identifiable information (collectively referred to as the "Information Functions and/or Processes"). Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy* (Guidance) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time; or according to the most current audit guidance promulgated by the AICPA or similarly recognized professional organization, as
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agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

- a. The type of audit to be performed in accordance with this guidance is a SOC 2 Type 2 Report (referred to as the “SOC 2 Audit”).
- b. The SOC 2 Audit shall report on a description of the Contractor’s system and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes relevant to the trust principles for *Security* and *Confidentiality* as defined in the Guidance.
- c. The SOC 2 Report Audits shall include work performed by subcontractors that provide essential support for the services provided to the Contractor for the Information functions and/or Processes for the services provided to the Department under this Contract. The Contractor shall ensure the performance of the SOC 2 Report includes its subcontractor(s).
- d. All SOC 2 audits, include the SOC 2 Audits of Contractor’s subcontractors, shall be performed at the Contractor’s expense.
- e. The Contractor shall provide a complete copy of the final SOC 2 Report to the Department’s Contract Monitor upon completion of each SOC 2 Audit engagement.
- f. The Contractor shall provide to the Department’s Contract Monitor, within 30 calendar days of the issuance of the final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan must identify in detail the remedial action to be taken by the Contractor along with the date(s) when each action is to be implemented.
- g. If the Contractor currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes services being provided by the Contractor to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor’s current audits are acceptable in lieu of an SOC 2 Audit(s).
- h. If the Service Provider fails during the term of this Contract to obtain an annual SOC 2 Report by the Contracts annual anniversary date, the Department shall have the right to retain an independent audit firm to perform an audit engagement to issue a SOC 2 Report of the Information Functions and/or Processes being hosted by the Contractor. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting audit engagement(s), and provide reasonable support to the independent audit firm in the performance of the engagement. The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

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SECTION 4 – BID FORMAT

4.1 One Part Submission

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

4.2 Labeling

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

4.3 Bid Price Form

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

4.4 Required Bid Submissions

Bidders shall include the following with their Bid:

4.4.1 Transmittal Letter:

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

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

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

4.4.2 **Minimum Qualifications Documentation:**

- a. The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Bidder Minimum Qualifications.”
- b. The Bidder shall address each Scope of Work requirement when a response is requested (see Section 3.9) in its Bid and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Bidder agreement to any requirement(s), the Bidder shall state its agreement or disagreement. Any paragraph in the Bid that responds to a Scope of Work (see Section 3.9) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Bid being determined to be non-responsive and rejected by the Department.

4.4.3 **Completed Required Attachments:** Submit three (3) copies of each with original signatures:

- a. Completed Bid Form (**Attachment F**).
- b. Completed Bid/Proposal Affidavit (**Attachment B**).
- c. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).

4.4.4 **Additional Attachments *If Required:** Submit three (3) copies of each with original signatures, if required. * See appropriate IFB Section to determine whether the Attachment is required for this procurement:

- a. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) *see **Section 1.33**.
- b. Completed Federal Funds Attachment (**Attachment H**) *see **Section 1.35**.
- c. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) *see **Section 1.36**.
- d. Completed Mercury Affidavit (**Attachment L**) *see **Section 1.40**.
- e. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (**Attachment M-1**) *see **Section 1.41**.
- f. Completed Location of the Performance of Services Disclosure (**Attachment O**) *see **Section 1.44**.
- g. Evidential Documentation of Cryptographic Capabilities *see **Section 3.9.4**

4.4.5 **References:**

At least three (3) references are requested from customers who are capable of documenting the Bidder’s ability to provide the services specified in this IFB. References used to meet any Bidder Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

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

4.4.6 **List of Current or Prior State Contracts:**

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

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

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

4.4.7 **Financial Capabilities:**

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

4.4.8 **Certificate of Insurance:**

The Bidder shall provide a copy of the Bidder's current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured if required, within five (5) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

4.4.9 **Subcontractors:**

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

4.4.10 **Legal Action Summary:**

This summary shall include:

- i. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
- ii. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
- iii. A description of any judgments against the Bidder within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and
- iv. In instances where litigation is on-going and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.5 Reciprocal Preference

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

- The most advantageous offer is from a responsible Bidder whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this IFB) is in another state.
 - The other state gives a preference to its resident businesses through law, policy, or practice; and
 - The preference does not conflict with a Federal law or grant affecting the procurement Contract.
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The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

4.6 Delivery

Bidders may either mail or hand-deliver Bids.

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

4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

- a. signed Contract (**Attachment A**),
- b. completed Contract Affidavit (**Attachment C**),
- c. completed MBE **Attachments D-2 and D-3**, within ten (10) Working Days, if applicable; *see **Section 1.33**,
- d. MBE Waiver Justification within ten (10) Working Days, usually including **Attachment D-6**, if a waiver has been requested (if applicable; *see **Section 1.33**),
- e. signed Non-Disclosure Agreement (**Attachment J**), if applicable; *see **Section 1.37**,
- f. signed HIPAA Business Associate Agreement (**Attachment K**), if applicable; *see **Section 1.38**,
- h. completed VSBE **Attachments M-2 and M-3**, if applicable *see **Section 1.41**,
- i. completed DHR Hiring Agreement, **Attachment O**, if applicable *see **Section 1.43**, and
- i. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, if applicable; *see **Section 3.4**.

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IFB ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Bid.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-6. Attachment D-1 must be properly completed and submitted with the Bidder's Bid or the Bid will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Bidder must submit Attachments D-2 and D-3 and, if the Bidder has requested a waiver of the MBE goal, usually Attachment D-6.

ATTACHMENT E – Pre-Bid Conference Response Form

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

ATTACHMENT F – Bid Form Instructions and Bid Form

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

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

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

ATTACHMENT H – Federal Funds Attachment

If required (see Section 1.35), these Attachments must be completed and submitted with the Bid as instructed in the Attachments.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Bid.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

ATTACHMENT L – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Bid.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Bid. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Bid.

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

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P– Direction to the Pre-Bid Conference

Actual directions and parking information for the State facility where the Pre-Bid Conference will be held.

ATTACHMENT Q – Specimen Collection History

ATTACHMENT R – COMAR 17.14.09—Testing for Illegal Use of Drugs

ATTACHMENT S – Mandatory Guidelines for Federal Workplace Drug Testing Programs

ATTACHMENT T – Drug Testing Collection Sites In Alpha Order By City

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ATTACHMENT A – CONTRACT

FORENSIC TOXICOLOGY DRUG TESTING LABORATORY (FTDTL)

THIS CONTRACT (the “Contract”) is made this (“**Xth**”) day of (**month**), 2014 by and between (**Contractor’s name**) and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT**.

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

1. Definitions

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

- 1.1 “Bid” means the Contractor’s Bid dated (**Bid date**).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contract Monitor” means the Department employee identified in Section 1.6 of the IFB as the Contract Monitor.
- 1.4 “Contractor” means (**Contractor’s name**) whose principal business address is (**Contractor’s primary address**) and whose principal office in Maryland is (**Contractor’s local address**).
- 1.5 “Department” means the Department of Budget and Management.
- 1.6 “IFB” means the Invitation for Bids for Forensic Toxicology Drug Testing Laboratory (FTDTL) Solicitation # (**solicitation number**), and any addenda thereto issued in writing by the State.
- 1.7 “Procurement Officer” means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.
- 1.8 “State” means the State of Maryland.

2. Scope of Contract

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

Exhibit A – The IFB

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

Exhibit C – The Bid

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

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

3. Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately five (5) years beginning August 1st, 2014 and ending on July 31st, 2019.
- 3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Bid Form (Attachment F). The consideration for the Services provided by the Contractor shall be payment at per unit price of \$_____ for initial immunoassay screenings and \$_____ for GC/MS confirmations and at an hourly rate of \$_____ for expert testimony and preparation time as described in the IFB.
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is **(Contractor's FEIN or SSN)**. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.5 Contractor's eMarylandMarketplace vendor ID number is **(Contractor's eMM number)**.

5. Rights to Records

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

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
 - 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs, and attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
 - 7.3 If any products furnished by the Contractor become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item’s specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.
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8. Confidentiality

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws, including without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

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

10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.
-

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

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

13. Maryland Law

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

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

13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

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

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any

termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

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

18. Termination for Convenience

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

19. Delays and Extensions of Time

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

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

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

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

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, 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: (a) 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 (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

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

26. Cost and Price Certification

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

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/Proposal, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

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

28. Liability

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

- a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
- b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

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

30. Commercial Nondiscrimination

30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity

for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- a. Not process further payments to the contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:
- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
 - b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.
-

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

32. Contract Monitor and Procurement Officer

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

33. 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: Mike Yeager
 Procurement Officer
 45 Calvert Street, Room 144
 Annapolis, MD 21401-1907

If to the Contractor: _____

34. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

35. Confidentiality

The Contractor agrees to keep information obtained in the course of this contract confidential. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.
- 36.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

SEE NEXT PAGE FOR SIGNATURE ELEMENT.

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

CONTRACTOR

**STATE OF MARYLAND
DEPARTMENT OF BUDGET
AND MANAGEMENT**

By:

By: T. Eloise Foster, Secretary

Or designee

Date

Date

Approved for form and legal sufficiency
this ____ day of _____, **2014**.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all quotes 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 vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

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

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; 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 §§ B and C and subsections D(1)—(8) 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, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGEMENT

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

of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

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

Name and Department ID
Number: _____ Address: _____

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

Name and Department ID
Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§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.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's 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 §E(2)(b), above;

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

- (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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

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

- (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 §E(2)(a)—(j), above.

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

(4) I acknowledge and agree that:

(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.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

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

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Solicitation Number F10B4400012

FORENSIC TOXICOLOGY DRUG TESTING LABORATORY (FTDTL)

A Pre-Bid Conference will be held at the Maryland Department of Transportation (MDOT) Headquarters, 7201 Corporate Center Drive, Richard Trainor Room, 1st floor, Hanover, MD 21076, on April 14, 2014 at 11:00 AM (Local Time). Due to security concerns at this State of Maryland facility, potential Bidders are requested to pre-register. Please return this form by April 9, 2014 indicating:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 “Pre-Bid Conference”). Return this form via e-mail or fax this form to the Procurement Officer:

Mike Yeager
Department of Budget and Management
45 Calvert Street, Room 144
Email: mike.yeager@maryland.gov
Fax #: (410) 974-3274

Signature

Title

Name of Firm (please print)

ATTACHMENT F – BID PRICING INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form. **All rows and columns on the Bid Sheet are locked, only the Yearly Bid Price Per Unit column is unlocked and available for Bidder's to update with specific unit prices. The Bid Price Sheet has built in formulas to automatically calculate yearly price totals (Tab Year 1 F-1 through Tab Year 5 F-5) as well as carrying over those yearly totals onto the Grand Totals Tab or F-6.**

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

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
 - B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
 - C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
 - D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
 - E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
 - F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
 - G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.
 - H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
 - I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
 - J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
 - K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.
-

ATTACHMENT F – BID FORM

BID FORM

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

See separate Excel file, FTDTL Bid Pricing Instructions and Bid Form (Attachment F).xls.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

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

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

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

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
- Bidder/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 its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/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.

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

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

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

This solicitation does not require a Conflict of Interest Affidavit and Disclosure.

ATTACHMENT J – NON-DISCLOSURE AGREEMENT

This solicitation does not require a Non-Disclosure Agreement.

ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT L – MERCURY AFFIDAVIT

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

ATTACHMENT M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

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

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

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

ATTACHMENT O – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

ATTACHMENT P – DIRECTIONS TO PRE-BID CONFERENCE

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT) HEADQUARTERS
7201 Corporate Center Drive
Richard Trainor Room, 1st Floor
Hanover, MD 21076

Monday, April 14th, 2014 at 11:00 AM (Local Time)

Directions to Maryland Department of Transportation (MDOT) Headquarters

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

ATTACHMENT Q – SPECIMEN COLLECTION HISTORY

July 1, 2012 through June 30, 2013

Date	# of Collections	Location
7/3/12	1	Internal Investigative Unit – Savage
7/5/12	1	Capitol MRO, Inc. - Annapolis
7/6/12	24	Division of Correction Centralized Hiring Unit - Baltimore
7/10/12	81	Springfield Hospital Center - Sykesville
7/11/12	7	Deer's Head Center - Salisbury
7/11/12	6	Capitol MRO - Annapolis
7/12/12	1	State Office Building – Baltimore
7/12/12	3	Holly Center – Salisbury
7/12/12	16	Department of Juvenile Services – Baltimore
7/12/12	3	Capitol MRO – Annapolis
7/13/12	36	Division of Correction Centralized Hiring Unit - Baltimore
7/17/12	18	Baltimore City Detention Center
7/18/12	1	Concentra Medical Centers - Baltimore
7/18/12	4	Capitol MRO - Annapolis
7/19/12	4	Maryland State Police Barrack - Leonardtown

Date	# of Collections	Location
7/20/12	19	Springfield Hospital Center - Sykesville
7/20/12	31	Division of Correction Centralized Hiring Unit - Baltimore
7/23/12	1	Internal Investigative Unit - Savage
7/24/12	21	Military Department - Baltimore
7/24/12	2	Capitol MRO - Annapolis
7/25/12	9	Spring Grove Hospital Center - Catonsville
7/25/12	12	Cheltenham Youth Facility – Cheltenham
7/25/12	5	Capitol MRO - Annapolis
7/26/12	1	Thomas B. Finan Center – Cumberland
7/26/12	6	Capitol MRO - Annapolis
7/27/12	30	Division of Correction Centralize Hiring Unit - Baltimore
7/30/12	2	Western Correctional Institution - Cumberland
7/31/12	2	Capitol MRO - Annapolis
8/1/12	30	Division of Correction Western Maryland Correctional Hiring Unit - Hagerstown
8/1/12	3	Capitol MRO - Annapolis
8/2/12	11	Western Correctional Institution - Cumberland
8/2/12	19	Workforce Technology Center – Baltimore

Date	# of Collections	Location
8/3/12	1	Capitol MRO - Annapolis
8/6/12	25	Baltimore City Detention Center - Baltimore
8/9/12	5	Holly Center - Salisbury
8/9/12	24	Division of Correction - Jessup
8/10/12	32	Division of Correction Centralized Hiring Unit - Baltimore
8/12/12	1	Springfield Hospital Center - Sykesville
8/13/12	20	Department of Juvenile Services - Baltimore
8/14/12	1	Spring Grove Hospital Center - Catonsville
8/14/12	20	Patuxent Institution - Jessup
8/15/12	17	Division of Correction Centralized Hiring Unit - Baltimore
8/15/12	16	Cheltenham Youth Facility - Cheltenham
8/15/12	1	Capitol MRO - Annapolis
8/16/12	1	Eastern Correctional Institution - Westover
8/16/12	1	Internal Investigative Unit - Savage
8/16/12	10	Division of Correction Western Maryland Correctional Hiring Unit - Hagerstown
8/16/12	1	Capitol MRO - Annapolis

Date	# of Collections	Location
8/17/12	13	Spring Grove Hospital Center - Catonsville
8/17/12	18	Division of Correction Centralized Hiring Unit - Baltimore
8/21/12	14	Division of Correction - Jessup
8/21/12	3	Eastern Correctional Institution -Westover
8/22/12	1	Spring Grove Hospital Center - Catonsville
8/22/12	53	Maryland State Police Headquarters - Pikesville
8/23/12	9	Western Correctional Institution - Cumberland
8/24/12	26	Division of Correction Centralized Hiring Unit - Baltimore
8/24/12	23	Maryland State Police Barrack - Easton
8/27/12	20	Department of Juvenile Services - Baltimore
8/28/12	7	Department of Juvenile Services Youth Center - Cumberland
8/28/12	9	Maryland State Police Barrack – Bel Air
8/28/12	4	Capitol MRO - Annapolis
8/29/12	5	Maryland State Police Barrack - Hagerstown
8/29/12	7	Department of Juvenile Services - Frederick
8/30/12	23	Maryland State Police Barrack - Hagerstown

Date	# of Collections	Location
9/5/12	1	Thomas B. Finan Center - Cumberland
9/5/12	36	Maryland State Police Barrack - Waterloo
9/7/12	30	Division of Correction Centralized Hiring Unit - Baltimore
9/10/12	22	Department of Juvenile Services - Baltimore
9/11/12	1	Western Correctional Institution - Cumberland
9/12/12	1	Patuxent Institution - Jessup
9/13/12	2	Capitol MRO - Annapolis
9/13/12	1	Internal Investigative Unit - Savage
9/14/12	32	Division of Correction Centralized Hiring Unit - Baltimore
9/14/12	19	Eastern Correctional Institution - Westover
9/17/12	9	State Office Building - Baltimore
9/17/12	5	Baltimore City Detention Center - Baltimore
9/18/12	1	Spring Grove Hospital Center - Catonsville
9/19/12	4	Western Maryland Hospital Center - Hagerstown
9/19/12	1	Capitol MRO - Annapolis

Date	# of Collections	Location
9/20/12	6	Spring Grove Hospital Center - Catonsville
9/20/12	1	Capitol MRO - Annapolis
9/21/12	29	Division of Correction Centralized Hiring Unit – Baltimore
9/24/12	2	Eastern Shore Hospital Center - Cambridge
9/24/12	2	Spring Grove Hospital Center - Catonsville
9/25/12	9	Charles Hickey School - Parkville
9/25/12	3	Capitol MRO - Annapolis
9/26/12	6	Capitol MRO - Annapolis
9/27/12	16	Potomac Center - Hagerstown
10/2/12	7	Maryland School for the Deaf - Columbia
10/3/12	1	Maryland State Police Barrack - Easton
10/3/12	8	Deer's Head Center - Salisbury
10/3/12	5	Holly Center - Salisbury
10/3/12	18	Department of Juvenile Services - Baltimore
10/5/12	33	Division of Correction Centralized Hiring Unit - Baltimore
10/10/12	6	Regional Institute for Children & Adolescents - Catonsville

Date	# of Collections	Location
10/11/12	14	Cheltenham Youth Facility - Cheltenham
10/12/12	30	Division of Correction Centralized Hiring Unit - Baltimore
10/16/12	53	Springfield Hospital Center – Sykesville
10/16/12	3	Capitol MRO - Annapolis
10/17/12	2	Thomas B. Finan Center - Cumberland
10/17/12	6	Capitol MRO - Annapolis
10/18/12	1	State Office Building - Baltimore
10/18/12	34	Springfield Hospital Center - Sykesville
10/18/12	1	Internal Investigative Unit - Savage
10/18/12	8	Frederick County Health Department - Frederick
10/18/12	3	Capitol MRO - Annapolis
10/19/12	1	Deer's Head Center - Salisbury
10/19/12	25	Division of Correction Centralized Hiring Unit - Baltimore
10/24/12	22	Division of Correction Western Maryland Correctional Hiring Unit - Hagerstown
10/24/12	21	Department of Juvenile Services - Baltimore
10/25/12	3	Noyes Children's Center - Rockville
10/26/12	24	Division of Correction - Jessup

Date	# of Collections	Location
10/31/12	1	Capitol MRO - Annapolis
10/31/12	2	Deer's Head Center - Salisbury
11/1/12	6	Spring Grove Hospital Center - Catonsville
11/1/12	20	Patuxent Institution - Jessup
11/1/12	4	Capitol MRO - Annapolis
11/2/12	30	Division of Correction Centralized Hiring Unit - Baltimore
11/2/12	1	Internal Investigative Unit - Savage
11/7/12	5	Capitol MRO - Annapolis
11/9/12	65	Division of Correction Centralized Hiring Unit - Baltimore
11/13/12	5	Western Correctional Institution - Cumberland
11/14/12	3	Western Correctional Institution - Cumberland
11/16/12	27	Division of Correction Centralized Hiring Unit - Baltimore
11/19/12	1	Concentra Medical Centers - Baltimore
11/27/12	3	White Glove Drug & Alcohol Testing – Severna Park
11/28/12	6	White Glove Drug & Alcohol Testing – Severna Park

Date	# of Collections	Location
11/29/12	10	Department of Juvenile Services - Baltimore
11/29/12	2	White Glove Drug & Alcohol Testing – Severna Park
11/30/12	21	Division of Correction Centralized Hiring Unit - Baltimore
11/30/12	2	White Glove Drug & Alcohol Testing – Severna Park
12/3/12	13	O'Brien House - Baltimore
12/4/12	6	Deer's Head Center - Salisbury
12/4/12	2	White Glove Drug & Alcohol Testing – Severna Park
12/7/12	2	State Office Building - Baltimore
12/7/12	13	Division of Correction Centralized Hiring Unit - Baltimore
12/10/12	49	Baltimore City Detention Center - Baltimore
12/11/12	7	State Office Building - Baltimore
12/12/12	3	Maryland State Police Barrack - Leonardtown
12/12/12	9	Department of Juvenile Services Youth Center – Cumberland
12/12/12	5	White Glove Drug & Alcohol Testing – Severna Park
12/13/12	5	Western Maryland Hospital Center – Hagerstown
12/13/12	9	Western Correctional Institution - Cumberland
12/13/12	1	White Glove Drug & Alcohol Testing – Severna Park

Date	# of Collections	Location
12/14/12	40	Division of Correction Centralized Hiring Unit - Baltimore
12/14/12	8	Cheltenham Youth Facility - Cheltenham
12/17/12	5	Western Correctional Institution - Cumberland
12/17/12	18	Department of Juvenile Services - Baltimore
12/18/12	31	Division of Correction Western Maryland Correctional Hiring Unit - Hagerstown
12/18/12	13	Eastern Correctional Institution - Westover
12/19/12	1	Patuxent Institution - Jessup
12/20/12	33	Division of Correction - Baltimore
12/21/12	1	Department of Juvenile Services Youth Center - Cumberland
12/27/12	16	Eastern Correctional Institution - Westover
12/28/12	2	Division of Correction Centralized Hiring Unit - Baltimore
1/4/13	29	Division of Correction Centralized Hiring Unit - Baltimore
1/9/13	1	Internal Investigative Unit - Savage
1/10/13	10	Holly Center – Salisbury

Date	# of Collections	Location
1/11/13	29	Division of Correction Centralized Hiring Unit - Baltimore
1/11/13	1	Western Correctional Institution - Cumberland
1/11/13	17	Eastern Correctional Institution - Westover
1/15/13	7	Potomac Center - Hagerstown
1/15/13	1	Internal Investigative Unit - Savage
1/15/13	1	White Glove Drug & Alcohol Testing – Severna Park
1/16/13	5	White Glove Drug & Alcohol Testing – Severna Park
1/18/13	25	Division of Correction Centralized Hiring Unit - Baltimore
1/22/13	1	White Glove Drug & Alcohol Testing – Severna Park
1/23/13	4	O'Brien House - Baltimore
1/23/13	15	Patuxent Institution - Jessup
1/23/13	2	White Glove Drug & Alcohol Testing – Lexington Park
1/24/13	19	Department of Juvenile Services - Baltimore
1/25/13	1	Spring Grove Hospital Center - Catonsville
1/25/13	35	Division of Correction Centralized Hiring Unit - Baltimore
1/28/13	3	Maryland School for the Deaf – Columbia

Date	# of Collections	Location
1/29/13	13	Baltimore City Detention Center - Baltimore
1/29/13	51	Springfield Hospital Center - Sykesville
1/29/13	2	White Glove Drug & Alcohol Testing – Severna Park
1/30/13	5	O'Brien House – Baltimore
1/30/13	10	Patuxent Institution - Jessup
1/30/13	23	Department of Juvenile Services Youth Center - Cumberland
1/31/13	4	State Office Building - Baltimore
1/31/13	1	White Glove Drug & Alcohol Testing – Lexington Park
1/31/13	3	White Glove Drug & Alcohol Testing – Severna Park
2/1/13	21	Springfield Hospital Center - Sykesville
2/1/13	41	Division of Correction Centralized Hiring Unit - Baltimore
2/4/13	1	Spring Grove Hospital Center - Catonsville
2/5/13	18	Maryland School for the Deaf - Frederick
2/6/13	1	Dorchester County Health Department - Cambridge
2/7/13	7	Eastern Correctional Institution - Westover
2/8/13	1	Concentra Medical Center - Elkridge
2/8/13	35	Division of Correction Centralized Hiring Unit – Baltimore

Date	# of Collections	Location
2/12/13	9	Baltimore City Detention Center - Baltimore
2/13/13	1	Springfield Hospital Center - Sykesville
2/14/13	1	Charles County Health Department – White Plains
2/15/13	21	Division of Correction Centralized Hiring Unit - Baltimore
2/20/13	29	Maryland State Police Headquarters - Pikesville
2/26/13	1	State Office Building - Baltimore
2/26/13	34	Maryland State Police Barrack - Waterloo
2/26/13	1	White Glove Drug & Alcohol Testing – Severna Park
2/27/13	1	Concentra Medical Center - Elkridge
2/27/13	2	White Glove Drug & Alcohol Testing – Severna Park
2/28/13	12	Spring Grove Hospital Center - Catonsville
3/1/13	26	Division of Correction Centralized Hiring Unit - Baltimore
3/1/13	29	Maryland State Police Barrack - Easton
3/5/13	8	State Office Building - Baltimore
3/5/13	2	Western Correctional Institution - Cumberland

Date	# of Collections	Location
3/6/13	5	Eastern Shore Hospital Center - Cambridge
3/7/13	4	Deer's Head Center - Salisbury
3/7/13	6	Holly Center - Salisbury
3/7/13	10	Patuxent Institution - Jessup
3/7/13	1	White Glove Drug & Alcohol Testing – Severna Park
3/8/13	25	Division of Correction Centralized Hiring Unit - Baltimore
3/8/13	29	Maryland State Police Barrack - Hagerstown
3/11/13	17	Department of Juvenile Services - Baltimore
3/12/13	3	White Glove Drug & Alcohol Testing – Severna Park
3/13/13	2	White Glove Drug & Alcohol Testing – Severna Park
3/13/13	19	Maryland State Police Headquarters - Pikesville
3/14/13	4	White Glove Drug & Alcohol Testing – Severna Park
3/14/13	2	State Office Building - Baltimore
3/15/13	39	Division of Correction - Baltimore
3/15/13	27	Division of Correction Centralized Hiring Unit - Baltimore
3/18/13	9	O'Brien House - Baltimore
3/18/13	3	Western Correctional Institution - Cumberland

Date	# of Collections	Location
3/19/13	20	Department of Juvenile Services - Baltimore
3/20/13	17	Potomac Center - Hagerstown
3/20/13	8	Maryland School for the Deaf - Frederick
3/20/13	1	White Glove Drug & Alcohol Testing – Severna Park
3/21/13	4	Maryland School for the Deaf - Columbia
3/22/13	26	Division of Correction Centralized Hiring Unit - Baltimore
3/26/13	8	O'Brien House - Baltimore
3/26/13	13	Cheltenham Youth Facility - Cheltenham
3/27/13	1	Internal Investigative Unit - Savage
3/27/13	2	White Glove Drug & Alcohol Testing – Severna Park
3/28/13	15	Western Maryland Hospital Center - Hagerstown
3/28/13	3	Potomac Center - Hagerstown
3/28/13	23	Department of Juvenile Services - Baltimore
3/28/13	16	Department of Juvenile Services Youth Center - Cumberland
3/28/13	1	White Glove Drug & Alcohol Testing – Severna Park
3/29/13	20	Division of Correction Centralized Hiring Unit - Baltimore

Date	# of Collections	Location
4/3/13	4	Deer's Head Center - Salisbury
4/3/13	1	Spring Grove Hospital Center - Catonsville
4/3/13	17	Division of Correction - Baltimore
4/3/13	1	White Glove Drug & Alcohol Testing – Severna Park
4/4/13	1	Deer's Head Center - Salisbury
4/4/13	1	Spring Grove Hospital Center - Catonsville
4/4/13	10	Eastern Correctional Institution - Westover
4/4/13	2	White Glove Drug & Alcohol Testing – Severna Park
4/5/13	32	Division of Correction Centralized Hiring Unit - Baltimore
4/5/13	3	White Glove Drug & Alcohol Testing – Lexington Park
4/5/13	4	Department of Juvenile Services - Frederick
4/8/13	6	Western Correctional Institution - Cumberland
4/9/13	13	Department of Juvenile Services - Baltimore
4/9/13	1	White Glove Drug & Alcohol Testing – Severna Park
4/10/13	9	Division of Correction Western Maryland Correctional Hiring Unit - Hagerstown
4/10/13	1	White Glove Drug & Alcohol Testing – Severna Park
4/12/13	37	Division of Correction Centralized Hiring Unit - Baltimore
4/16/13	4	Regional Institute for Children & Adolescents - Catonsville

Date	# of Collections	Location
4/17/13	9	State Office Building - Baltimore
4/17/13	1	Concentra Medical Center - Elkridge
4/17/13	11	Department of Juvenile Services Youth Center - Cumberland
4/18/13	20	Department of Juvenile Services - Baltimore
4/22/13	5	Concentra Medical Center - Elkridge
4/22/13	1	Baltimore City Detention Center - Baltimore
4/25/13	3	Concentra Medical Center - Elkridge
4/25/13	14	Springfield Hospital Center - Sykesville
4/25/13	5	Noyes Children's Center - Rockville
4/26/13	3	Concentra Medical Center - Elkridge
4/26/13	32	Division of Correction Centralized Hiring Unit - Baltimore
4/29/13	1	Internal Investigative Unit - Savage
4/29/13	12	Department of Juvenile Services - Baltimore
4/30/12	4	Regional Institute for Children & Adolescents - Catonsville
4/30/12	1	Internal Investigative Unit - Savage
4/30/12	1	White Glove Drug & Alcohol Testing – Severna Park
5/1/13	1	Thomas B. Finan Center - Cumberland

Date	# of Collections	Location
5/2/13	3	Deer's Head Center - Salisbury
5/2/13	5	Holly Center - Salisbury
5/2/13	25	Eastern Correctional Institution - Westover
5/3/13	2	Regional Institute for Children & Adolescents - Catonsville
5/3/13	1	Internal Investigative Unit - Savage
5/3/13	28	Division of Correction Centralized Hiring Unit - Baltimore
5/3/13	52	Eastern Correctional Institution - Westover
5/3/13	8	Department of Juvenile Services Youth Center - Cumberland
5/6/13	7	Concentra Medical Center - Elkridge
5/6/13	2	Cheltenham Youth Facility - Cheltenham
5/7/13	4	Concentra Medical Center - Elkridge
5/7/13	5	Potomac Center - Hagerstown
5/7/13	2	White Glove Drug & Alcohol Testing – Severna Park
5/8/13	9	Division of Correction - Baltimore
5/8/13	12	Western Correctional Institution - Cumberland
5/9/13	3	Concentra Medical Center - Elkridge
5/10/13	1	White Glove Drug & Alcohol Testing – Severna Park
5/10/13	2	Concentra Medical Center - Elkridge
5/10/13	1	Maryland School for the Deaf - Columbia

Date	# of Collections	Location
5/13/13	5	Concentra Medical Center - Elkridge
5/14/13	1	Spring Grove Hospital Center - Catonsville
5/15/13	16	Division of Correction - Baltimore
5/15/13	2	White Glove Drug & Alcohol Testing – Severna Park
5/16/13	10	Worcester County Health Department – Ocean City
5/16/13	16	Department of Juvenile Services - Baltimore
5/17/13	51	Division of Correction Centralized Hiring Unit - Baltimore
5/17/13	39	Maryland State Police Headquarters - Pikesville
5/20/13	6	White Glove Drug & Alcohol Testing – Severna Park
5/21/13	1	Division of Correction Centralized Hiring Unit - Baltimore
5/22/13	5	Spring Grove Hospital Center - Catonsville
5/22/13	1	Concentra Medical Center - Elkridge
5/22/13	9	White Glove Drug & Alcohol Testing – Severna Park
5/23/13	20	Spring Grove Hospital Center - Catonsville
5/23/13	17	Maryland State Police Barrack - Easton
5/24/13	1	Concentra Medical Center - Elkridge

Date	# of Collections	Location
5/28/13	1	Concentra Medical Center - Elkridge
5/28/13	3	White Glove Drug & Alcohol Testing – Severna Park
5/29/13	46	Maryland State Police Headquarters - Pikesville
5/30/13	7	Division of Correction - Baltimore
5/30/13	6	Baltimore City Detention Center - Baltimore
5/31/13	33	Division of Correction Centralized Hiring Unit - Baltimore
5/31/13	17	Maryland State Police Barrack - Hagerstown
6/3/13	1	White Glove Drug & Alcohol Testing – Severna Park
6/4/13	9	Baltimore Juvenile Justice Center - Baltimore
6/4/13	33	Maryland State Police Barrack - Waterloo
6/4/13	4	White Glove Drug & Alcohol Testing – Severna Park
6/5/13	30	Division of Correction Western Maryland Correctional Hiring Unit - Hagerstown
6/5/13	4	Charles Hickey School - Parkville
6/5/13	4	White Glove Drug & Alcohol Testing – Severna Park
6/6/13	10	Holly Center - Salisbury
6/6/13	8	DeWeese Carter Youth Facility - Chestertown
6/6/13	1	White Glove Drug & Alcohol Testing – Severna Park

Date	# of Collections	Location
6/7/13	33	Division of Correction Centralized Hiring Unit - Baltimore
6/7/13	17	Maryland State Police Barrack – Bel Air
6/10/13	12	Baltimore City Detention Center - Baltimore
6/11/13	1	Concentra Medical Center - Elkridge
6/12/13	7	Noyes Children’s Center - Rockville
6/12/13	22	Department of Juvenile Services Youth Center - Cumberland
6/12/13	1	White Glove Drug & Alcohol Testing – Severna Park
6/13/13	1	Department of Juvenile Services - Baltimore
6/14/13	20	Division of Correction Centralized Hiring Unit - Baltimore
6/17/13	2	White Glove Drug & Alcohol Testing – Severna Park
6/20/13	14	Department of Juvenile Services - Baltimore
6/21/13	1	Spring Grove Hospital Center - Catonsville
6/21/13	33	Division of Correction Centralized Hiring Unit - Baltimore
6/21/13	27	White Glove Drug & Alcohol Testing – Severna Park
6/24/13	19	Department of Juvenile Services - Baltimore

Date	# of Collections	Location
6/25/13	4	State Office Building - Baltimore
6/25/13	12	O'Brien House - Baltimore
6/26/13	3	White Glove Drug & Alcohol Testing – Lexington Park
6/26/13	12	Western Maryland Hospital Center - Hagerstown
6/26/13	1	Springfield Hospital Center - Sykesville
6/26/13	43	Division of Correction Centralized Hiring Unit - Baltimore
6/26/13	27	Department of Juvenile Services Youth Center - Cumberland
6/26/13	1	White Glove Drug & Alcohol Testing – Severna Park
6/27/13	2	State Office Building - Baltimore
6/27/13	12	Springfield Hospital Center - Sykesville
6/27/13	1	Division of Correction - Baltimore
6/27/13	5	Workforce Technology Center - Baltimore
6/28/13	3	Western Correctional Institution - Cumberland
6/28/13	42	Division of Correction Centralized Hiring Unit - Baltimore
6/28/13	8	White Glove Drug & Alcohol Testing – Severna Park

ATTACHMENT R – COMAR 17.04.09 TESTING FOR ILLEGAL USE OF DRUGS

Attachment R is incorporated herein by reference. A copy can be downloaded at:

<http://www.dsd.state.md.us>

ATTACHMENT S – MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS

**Mandatory Guidelines for
Federal Workplace Drug Testing Programs**

Attachment S is incorporated herein by reference. A copy can be downloaded at:

<http://www.workplace.samhsa.gov/>

ATTACHMENT T – DRUG TESTING COLLECTION SITES IN ALPHA ORDER BY CITY

<u>CITY</u>	<u>AGENCY</u>	<u>LOCATION</u>
BALTIMORE	Baltimore City Detention Center	531 East Madison Street
BALTIMORE	Baltimore Juvenile Justice Center	300 North Gay Street
BALTIMORE	Centralized Hiring Unit, Department of Public Safety and Correctional Services	6774-C Reisterstown Road
BALTIMORE	Department of Budget & Management Medical Services Unit	301 West Preston Street
BALTIMORE	Department of Juvenile Services	120 West Fayette Street
BALTIMORE	Institute for Emergency Medical Services Systems	653 West Pratt Street
BALTIMORE	MD State Police - Golden Ring Barrack	8908 Kelso Drive
BALTIMORE	Metropolitan Transition Center Baltimore Region Finance Office	924 Forest Street
BALTIMORE	O'Brien House	521 East Eager Street
BALTIMORE	Workforce Technology Center	2301 Argonne Drive
BEL AIR	MD State Police - Bel Air Barrack	1401 Belair Road
CAMBRIDGE	Dorchester County Health Department	3 Cedar Street
CAMBRIDGE	Eastern Shore Hospital Center	5262 Woods Road
CATONSVILLE	Regional Institute for Children & Adolescents - Baltimore	605 South Chapel Gate Lane
CATONSVILLE	Spring Grove Hospital Center	55 Wade Avenue
CHELTENHAM	Cheltenham Youth Facility	11001 Frank Tippet Road
CHESTERTOWN	J. DeWeese Carter Youth Facility	300 Scheeler Road
COLLEGE PARK	MD State Police - College Park Barrack	10100 Rhode Island Avenue
COLUMBIA	MD School for the Deaf - Columbia	8169 Old Montgomery Road
CUMBERLAND	Department of Juvenile Services Youth Center - Cumberland	1 James Day Drive
CUMBERLAND	MD State Police - Cumberland Barrack	1125 National Highway
CUMBERLAND	Thomas B. Finan Center	Country Club Road

CUMBERLAND	Western Correctional Institution	13800 McMullen Highway
EASTON	MD State Police - Easton Barrack	7053 Ocean Gateway
FORESTVILLE	MD State Police -Forestville Barrack	3500 Forestville Road
FREDERICK	Department of Juvenile Services - Frederick	801 North East Street
FREDERICK	Frederick County Health Department	300 Scholls Lane
FREDERICK	MD School for the Deaf - Frederick	400 S. Carroll Street - Room S145
HAGERSTOWN	MD State Police - Hagerstown Barrack	18345 Col. Henry K. Douglas Drive
HAGERSTOWN	Potomac Center	1380 Marshall Street
HAGERSTOWN	Western Maryland Hospital Center	1500 Pennsylvania Avenue
HAGERSTOWN	Western MD Correctional Hiring Unit	18411 Roxbury Road
HAGERSTOWN	Western Regional Center - Hagerstown	18415 Roxbury Road
HUNTINGTOWN	White Glove Drug & Alcohol Testing	1430 Solomons Island Rd #6
JESSUP	Clifton T. Perkins Hospital Center	8450 Dorsey Run Road
JESSUP	Division of Correction	7601 Oak Ridge Road
JESSUP	MD Correctional Pre-Release System	7931 Brock Bridge Road
JESSUP	MD State Police - Waterloo Barrack	7777 Washington Boulevard
JESSUP	Patuxent Institution	7555 Waterloo Road
LAUREL	Waxter Children's Center	375 Red Clay Road
LEONARDTOWN	MD State Police - Leonardtown Barrack	23200 Leonard Hall Drive
LEXINGTON PARK	White Glove Drug & Alcohol Testing	22196 Three Notch Rd, Suite 309
MIDDLE RIVER	Warfield Air National Guard Base	2701 Eastern Boulevard
OCEAN CITY	Worcester County Health Department	11827 Ocean Gateway
PARKVILLE	Charles H. Hickey, Jr. School	9700 Old Harford Road
PIKESVILLE	MD State Police Headquarters	1201 Reisterstown Road
ROCKVILLE	John L. Gildner Regional Institute for Children & Adolescents	15000 Broschart Road
ROCKVILLE	Noyes Children's Center	9925 Blackwell Road

SALISBURY	Deer's Head Center	351 Deer's Head Road
SALISBURY	Holly Center	926 Snow Hill Road
SALISBURY	Salisbury District Court	201 Baptist Street
SAVAGE	Internal Investigative Unit	8510 Corridor Road, Suite 100
SYKESVILLE	Springfield Hospital Center	6655 Sykesville Road
WESTOVER	Eastern Correctional Institution	30420 Revells Neck Road
WHITE PLAINS	Charles County Health Department	4545 Crane Highway Building
