

## **Invitation For Bids (IFB)**

### **Forensic Toxicology Drug Testing Laboratory Project No: F10B9200023**



### **Department of Budget and Management Issue Date: 4/15/2009**

#### NOTICE

Prospective Bidders who have received this document from the Department of Budget & Management's website or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

**TABLE OF CONTENTS**  
**Forensic Toxicology Drug Testing Laboratory**  
**F10B9200023**

<u><b>DESCRIPTION</b></u>	<u><b>BEGINS ON PAGE</b></u>
Key Information Summary Sheet.....	4
State of Maryland Notice To Bidders.....	5
<b>SECTION 1 – GENERAL INFORMATION .....</b>	<b>6</b>
1.1 SUMMARY STATEMENT .....	6
1.2 ABBREVIATIONS AND DEFINITIONS .....	6
1.3 CONTRACT TYPE .....	7
1.4 CONTRACT DURATION .....	7
1.5 CONTACTS .....	7
1.6 PRE-BID CONFERENCE .....	8
1.7 QUESTIONS .....	8
1.8 BIDS DUE (CLOSING) DATE.....	8
1.9 DURATION OF BID .....	9
1.10 REVISIONS TO THE IFB.....	9
1.11 CANCELLATIONS.....	9
1.12 INCURRED EXPENSES.....	9
1.13 ECONOMY OF PREPARATION.....	9
1.14 PROTESTS/DISPUTES .....	9
1.15 MULTIPLE OR ALTERNATE BIDS .....	10
1.16 PUBLIC INFORMATION ACT NOTICE.....	10
1.17 BIDDER RESPONSIBILITIES.....	10
1.18 MANDATORY CONTRACTUAL TERMS.....	10
1.19 BID AFFIDAVIT .....	10
1.20 CONTRACT AFFIDAVIT.....	10
1.21 ARREARAGES.....	10
1.22 PROCUREMENT METHOD.....	11
1.23 RECIPROCAL PREFERENCE.....	11
1.24 NO BID STATEMENT.....	11
1.25 AWARD BASIS.....	11
1.26 VERIFICATION OF REGISTRATION AND TAX PAYMENT .....	11
1.27 FALSE STATEMENTS.....	11
1.28 EMARYLANDMARKETPLACE (EMM) .....	12
1.29 ELECTRONIC FUNDS TRANSFER .....	12
1.30 LIVING WAGE REQUIREMENTS.....	12
1.31 LATE PAYMENT OF SUBCONTRACTORS-PROMPT PAYMENT POLICY.....	13
1.32 NON-VISUAL ACCESS.....	13
1.33 MINORITY BUSINESS ENTERPRISES.....	14

**SECTION 2 – DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES**

**15**

**2.1 BACKGROUND ..... 15**  
**2.2 SCOPE OF WORK ..... 15**  
    **2.2.1 LABORATORY AND TESTING REQUIREMENTS ..... 15**  
    **2.2.2 REPORTING REQUIREMENTS ..... 17**  
    **2.2.3 RESPONSIBILITY FOR CCF’S AND SHIPPING COSTS ..... 17**  
    **2.2.4 ACCESS TO TECHNICAL STAFF ..... 17**  
    **2.2.5 RELEASE OF RECORDS ..... 17**  
    **2.2.6 LABORATORY RATINGS AND INSPECTIONS ..... 17**  
    **2.2.7 CONTRACTOR TESTIMONY ..... 18**  
    **2.2.8 STATE PERSONNEL ..... 18**  
    **2.2.9 IT REQUIREMENTS ..... 18**  
**2.3 CONFIDENTIALITY REQUIREMENTS ..... 19**  
**2.4 RIGHT TO AUDIT ..... 19**  
**2.5 BILLING AND INVOICING ..... 20**  
**2.6 INSURANCE REQUIREMENTS ..... 21**  
**2.7 PRICE ADJUSTMENT ..... 21**

**SECTION 3 – BID FORMAT ..... 23**

**3.1 GENERAL ..... 23**  
**3.2 PREPARATION/SUBMISSION OF BIDS ..... 23**

**ATTACHMENTS ..... 26**

**ATTACHMENT A – CONTRACT ..... 27**  
**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT ..... 39**  
**ATTACHMENT C – CONTRACT AFFIDAVIT ..... 46**  
**ATTACHMENT D – BID PRICE INSTRUCTIONS & FORM ..... 48**  
**ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM ..... 50**  
**ATTACHMENT F – DIRECTIONS TO THE PRE-BID CONFERENCE ..... 51**  
**ATTACHMENT G – ELECTRONIC FUNDS TRANSFER (EFT) FORM ..... 52**  
**ATTACHMENT H – SPECIMEN COLLECTION HISTORY ..... 55**  
**ATTACHMENT I – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS ..... 71**  
**ATTACHMENT J – COMAR 17.04.09 TESTING FOR ILLEGAL USE OF DRUGS ..... 73**  
**ATTACHMENT K – MANDATORY GUIDELINES FOR FEDERAL WORKPLACE  
DRUG TESTING PROGRAMS ..... 74**  
**ATTACHMENT L – DRUG TESTING COLLECTION SITES INALPHA ORDER BY CITY .. 75**  
**ATTACHMENT M –MARYLAND LIVING WAGE AFFIDAVIT ..... 79**

# KEY INFORMATION SUMMARY SHEET

## STATE OF MARYLAND

### Invitation For Bids

## Forensic Toxicology Drug Testing Lab (FTDTL)

**PROJECT NUMBER F10B9200023**

**IFB Issue Date:** e-Maryland Marketplace: April 15, 2009

**IFB Issuing Office:** Department of Budget & Management

**Procurement Officer:** Mike Yeager  
Phone: 410-260-6014  
Fax: 410-974-3274  
e-mail: [myeager@dbm.state.md.us](mailto:myeager@dbm.state.md.us)

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

**Pre-Bid Conference:** Wednesday, April 22, 2009 at 11:00 AM (Local Time)  
Calvert Street Office Building  
45 Calvert Street – Room 164A  
Annapolis, Maryland 21401  
For directions see Attachment F

**Closing Date/Time:** Wednesday, May 6, 2009, 2:00 PM (Local Time)

**Bid Opening Date/Time** Wednesday, May 6, 2009, 3:00 PM (Local Time)  
Room 164A– 45 Calvert Street, Annapolis, MD 21401

**STATE OF MARYLAND  
NOTICE TO BIDDERS**

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 the enclosed solicitation. Please return your comments with your Bids. If you have chosen not to submit a Bid on this Contract, please email [myeager@dbm.state.md.us](mailto:myeager@dbm.state.md.us), or fax (410-974-3274) this completed form to the attention of Mr. Mike Yeager. Thank you for your assistance.

Title: **Forensic Toxicology Drug Testing Lab (FTDTL)**

Project No: **F10B9200023**

If you are not submitting a Bid, please indicate the reason(s) below:

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

If you have submitted a Bid, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: \_\_\_\_\_

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

Bidder Name: \_\_\_\_\_ Date \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_

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

# SECTION 1 - GENERAL INFORMATION

## 1.1 Summary Statement

- 1.1.1 The State of Maryland (State) tests applicants and employees for the illegal use of drugs to assure its citizens that State employees are not impaired by the illegal use of drugs in the workplace. This practice ensures compliance with the Federal Omnibus Drug Abuse Act of 1988, which requires any State receiving Federal funds to establish a drug-free workplace. The Act also requires any State that receives federal funds to have a policy on the use of substances, an employee awareness program and a procedure for employees to report their convictions.
- 1.1.2 DBM is soliciting Bids to obtain a Contractor to test the specimens collected from applicants and employees for the presence of illegal drugs. The collection of the urine samples is handled by the Collection Contractor through a separate existing State contract. These specifications are provided for the purpose of testing those samples from the centralized drug testing program for State job applicants and employees for a 5 year period commencing on or about July 1, 2009.
- 1.1.3 DBM intends to make a single Contract award as a result of this IFB.

## 1.2 Abbreviations and Definitions

For the 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. Bidder – An entity that submits a Bid in response to this IFB
- c. BPW – Maryland Board of Public Works
- d. CCF - Custody and Control Form – form provided by the FTDTL that accompanies each specimen and documents chain of custody
- e. CFR – Code of Federal Regulations
- f. Collection Contractor – The contractor that pursuant to a separate State contract, provides specimen collection and shipment and delivery of those specimens to the FTDTL
- f. COMAR – Code of Maryland Regulations
- g. Contract – The State’s Contract attached to this IFB as Attachment A
- h. Contract Manager – The State representative serving as the technical manager for the Contract which results from this IFB. The Contract Manager monitors the daily activities of the Contract and provides technical guidance to the Contractor. DBM may change the Contract Manager at any time by written notice to the Contractor.
- i. Contractor – The selected Bidder that is awarded the Contract for the procured services identified in this IFB
- j. DBM – Department of Budget and Management
- k. Drug Testing Guidelines –Mandatory Guidelines for Federal Workplace Drug Testing Programs published by SAMHSA on April 13, 2004, and any revisions thereof (Attachment K)
- l. FTDTL – Forensic Toxicology Drug Testing Laboratory
- m. 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.
- n. GC/MS – gas chromatography/mass spectroscopy

- o. IFB – This Invitation For Bids for the DBM, Project Number F10B9200023, dated April 15<sup>th</sup>, 2009, including any addenda
- p. Local Time – Time in the Eastern Time Zone as observed by the State
- q. MBE – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
- r. 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. F10R5200145.
- s. NTP - Notice To Proceed – A formal notification issued by the Contract Manager that directs the Contractor to immediately, or as of a date contained in the notice, begin performance of work.
- t. Procurement Officer – The State representative responsible for this IFB and the determination of Contract scope issues. The Procurement Officer is the only State representative who can authorize changes to the Contract. DBM may change the Procurement Officer at any time by written notice to the Contractor.
- u. SAMHSA – Substance Abuse & Mental Health Services Administration of the U.S. Department of Health & Human Services
- v. State of Maryland business hours – 8:00 am-5:00 pm Local Time; Monday-Friday.

### **1.3 Contract Type**

The Contract that results from this IFB shall be an Indefinite Quantity Contract with fixed unit prices, in accordance with COMAR 21.06.03.06.

### **1.4 Contract Duration**

The Contract term shall be for a period of five years. The services to be provided hereunder shall begin on the date the Contract Manager issues the NTP and shall terminate, and the Contract shall expire, five years thereafter. It is anticipated that the Contract term shall be from July 1, 2009 through June 30, 2014.

### **1.5 Contacts**

A. The Procurement Officer: The sole point of contact in the State for purposes of this IFB is:

Mr. Mike Yeager  
 Department of Budget and Management  
 Office of Procurement Policy and Administration  
 45 Calvert Street, Room 144  
 Annapolis, MD 21401  
 Telephone: 410-260-6014  
 Fax: 410-974-3274  
 Email: [myeager@dbm.state.md.us](mailto:myeager@dbm.state.md.us)

The State reserves the right to change the Procurement Officer at any time by written notice to the Contractor.

B. The Contract Manager: The contact in the State for purposes of this Contract is:

Ms. Margaret Embardino  
Department of Budget and Management  
Employee Medical Services  
301 West Preston Street, Room 508  
Baltimore, MD 21201-2365  
Telephone: 410-767-4483  
Fax: 410-333-5440  
Email: [membardi@dbm.state.md.us](mailto:membardi@dbm.state.md.us)

The State reserves the right to change the Contract Manager at any time by written notice to the Contractor.

## **1.6 Pre-Bid Conference**

A Pre-Bid Conference will be held on Wednesday, April 22nd, 2009 beginning at 11:00 A.M. (Local Time), at 45 Calvert Street, Room 164A, Annapolis, MD 21401. Attendance at the Pre-Bid Conference is not mandatory, but all interested Bidders are encouraged to attend in order to facilitate better preparation of their Bids and a better understanding of the IFB requirements.

As promptly as is feasible subsequent to the conference, a summary of the Pre-Bid Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Bidders known to have received a copy of this IFB.

To assure adequate seating and other accommodations at the Pre-Bid Conference, all potential Bidders planning to attend are asked to return the Pre-Bid Conference Response Form (Attachment E) or call the Procurement Officer by Monday, April 20, 2009. If there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide the necessary accommodation.

## **1.7 Questions**

The Procurement Officer will accept written questions from prospective Bidders prior to the Pre-Bid Conference. However, no substantive questions will be answered prior to the Pre-Bid Conference. To the extent possible and as appropriate, such questions will be answered at the Pre-Bid Conference. Questions may be submitted by mail, facsimile or preferably by e-mail to the Procurement Officer. Oral and written questions will also be accepted from prospective Bidders attending the Pre-Bid Conference. To the extent possible and as appropriate, these questions will be answered at the Pre-Bid Conference.

Post-conference questions must be submitted in writing and in a timely manner to the Procurement Officer only. Based on the availability of time to research and communicate answers, the Procurement Officer will decide whether an answer can be provided before the Bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be distributed to all prospective Bidders who are known to have received a copy of the IFB.

## **1.8 Bids Due (Closing) Date**

An unbound original, plus two copies and an electronic CD version of the paper submission of the Bid must be received by the Procurement Officer, at the address listed in Section 1.5A, no later than May 6<sup>th</sup>.



2009, 2:00 PM (Local Time) in order to be considered. Requests for extension of this date or time shall 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 by the Procurement Officer after the closing time and date will not be considered. **Bids delivered by email or facsimile shall not be considered.**

Bids will be opened May 6<sup>th</sup>, 2009, at 3:00 PM (Local Time), in Room 164A, 45 Calvert Street, Annapolis Maryland in accordance with the provisions of COMAR 21.05.02.11B. Bids will be made available for public inspection at or within a reasonable time after Bid opening. Any material deemed confidential or proprietary by the Bidder must be clearly marked and shall be readily separable from the Bid to facilitate public inspection of the non-confidential portion of the Bid.

### **1.9 Duration of Bid**

Bids submitted in response to this IFB are irrevocable for 90 days following the closing date. This period may be extended at the Procurement Officer's request only by a Bidder's written agreement.

### **1.10 Revisions to the IFB**

If it becomes necessary to revise this IFB before the Bid due date, amendments will be provided to all prospective Bidders who were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. In addition, amendments to the IFB will be posted on the DBM Procurement web page and through eMM. Amendments made after the Bid due date will be sent only to those Bidders who submitted timely Bids.

Bidders shall acknowledge the receipt of all amendments to this IFB issued before the Bid due date in the Transmittal Letter accompanying their Bid submittal. Acknowledgement of the receipt of amendments to the IFB issued after the Bid due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendment(s) does not relieve the Bidder from complying with all terms of any such amendment.

### **1.11 Cancellations**

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

### **1.12 Incurred Expenses**

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

### **1.13 Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bid in meeting the requirements of this IFB.

### **1.14 Protests/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).

### **1.15 Multiple or Alternate Bids**

A Bidder may not submit more than one Bid. Multiple or alternate Bids shall not be accepted.

### **1.16 Public Information Act Notice**

Bidders should identify those portions of their Bids that are considered confidential, proprietary commercial information or trade secrets. Upon request, Bidders shall provide justification why such materials, if requested, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Bidders are advised that the Procurement Officer is required to make an independent determination whether the information must be disclosed upon request for this information from a third party (see COMAR 21.05.08.01). **Information which is claimed to be confidential is to be placed on a sheet separate from the Bid Price Form.**

### **1.17 Bidder Responsibilities**

The Contract will be awarded to the responsible and responsive Bidder whose Bid meets the requirements and evaluation criteria set forth in the IFB and provides the most favorably evaluated Bid price. The State shall enter into a Contract with the selected Bidder only. The selected Bidder shall be responsible for all services required by this IFB.

If a Bidder seeking to provide the services required by this IFB is a subsidiary of another entity, all information submitted by the Bidder, such as, but not limited to, references and financial reports, must pertain exclusively to the Bidder, unless the parent organization will provide guarantees for the performance of the subsidiary. In that case, the Bid must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.18 Mandatory Contractual Terms**

By submitting a Bid in response to this IFB, a Bidder who is selected for award agrees to the terms of this IFB and the provisions in Attachment A – The State’s Contract.

### **1.19 Bid Affidavit**

A completed Bid Affidavit (Attachment B) must accompany the Bid.

### **1.20 Contract Affidavit**

Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder shall be required to complete a Contract Affidavit (Attachment C). This Affidavit need not be submitted with the Bid but must be provided within five working days after notice of Contract award.

### **1.21 Arrearages**

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

### **1.22 Procurement Method**

This Contract shall be awarded in accordance with the competitive sealed bidding process under COMAR 21.05.02.

### **1.23 Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement Contracts, many other States grant their resident businesses preferences over Maryland Contractors. According to COMAR 21.05.01.04, DBM may apply, where applicable, the same preference against an out-of-State business that the business' home state would apply against a vendor whose principal office or place of business is located in Maryland.

### **1.24 No Bid Statement**

**Vendors not responding to this solicitation are requested to submit the Notice to Bidders form** that includes the company information **and the reason for not responding** (i.e. too busy, cannot meet mandatory requirements, etc). This form is located on page 5 immediately after the Key Information Summary Sheet.

### **1.25 Award Basis**

The State will award the Contract to the responsive and responsible Bidder whose bid meets the requirements and evaluation criteria set forth in the IFB and submits the most favorable evaluated Bid price (as referenced in COMAR 21.05.02.13). In the event of a tie Bid, the process documented in COMAR 21.05.02.14 shall apply.

### **1.26 Verification of Registration and Tax Payment**

Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. We strongly recommend that potential Bidders complete registration prior to the Bid due date. **Failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.**

### **1.27 False Statements**

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

- (a) In connection with a procurement contract, a person may not willfully:
  - (1) falsify, conceal or suppress a material fact by any scheme or device;
  - (2) make a false or fraudulent statement or representation of a material fact; or

- (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) 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 5 years or both.

### **1.28 eMarylandMarketplace (eMM)**

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](http://www.dbm.maryland.gov)) and other means for transmitting the IFB and associated materials, the summary of the pre-Bid conference, Bidders' questions and the Procurement Officer's responses, addenda and other solicitation information will be provided via eMM.

**A vendor must be registered on eMM in order to receive a Contract award. Registration on eMM is free.**

### **1.29 Electronic Funds Transfer**

By submitting a response to this IFB, Bidders agree to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Contractor must register using the Vendor Electronic Funds Registration Request Form, COT/GAD X-10 (Attachment G). Requests for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: [http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Vendors/Electronic\\_Funds\\_Transfer/](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/)

### **1.30 Living Wage Requirements**

A solicitation for services under a State Contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland (SFP). Additional information regarding the State's living wage requirement is contained in **Attachment I**. If a Bidder fails to complete and submit the required documentation, the State may determine a Bidder to be not responsible under State law.

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

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

- 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.

Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

### **1.31 Late Payment of Subcontractors-Prompt Payment Policy**

This procurement and the Contracts to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and COMAR 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Bidder to this solicitation who is awarded a Contract under this solicitation must comply with the prompt payment requirements outlined in the Contract, § 28.-Prompt Payment. Additional information is available on the GOMA website at:

[http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs\\_000.pdf](http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf).

### **1.32 Non-Visual Access**

By submitting a bid, the Bidder warrants that the information technology offered under the bid (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Bidder further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword nva.

### **1.33 Minority Business Enterprises**

An MBE subcontract participation goal of zero percent (0%) of the total Contract dollar amount has been established for this procurement.

A current directory of certified Minority Business Enterprises is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive Maryland 21076. The phone number is 410-865-1269. The directory is also available at <http://www.mdot.state.md.us>. The most current and up-to-date information on Minority Business Enterprises is available via this website.

**BALANCE OF PAGE LEFT BLANK INTENTIONALLY.**

## SECTION 2 – DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

### 2.1 BACKGROUND

The State tests employees and applicants for the illegal use of drugs in the following situations: random, reasonable suspicion, pre-employment, incident triggered (accident or unsafe practice), disclosure of participation in rehabilitation program, disclosure of arrest for controlled dangerous substance offense, after rehabilitation and after 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 L) via the Collection Contractor to the FTDTL.

Historically, the number of specimens collected under the prior Contract averaged **6,900 per year or 580 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 330 and as many as 850 collections per month. Attachment H provides detailed information on the State's specimen collection history from July 1, 2007 through June 30, 2008.

### 2.2 SCOPE OF WORK

2.2.1 Laboratory and Testing Requirements: The laboratory shall be SAMHSA certified and adhere to the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Attachment K), as well as future revisions thereof. The laboratory shall maintain certification from SAMHSA throughout the duration of this Contract. Bidders shall submit copies of current SAMHSA certification with the Bid.

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:

<u>INITIAL TEST</u>	<u>LEVEL (ng/ml)</u>
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 will be performed by GC/MS at the following cut-off levels:

<u>CONFIRMATION TEST</u>	<u>LEVEL (ng/ml)</u>
<b>Amphetamines</b>	
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
<b>Barbiturates</b>	200
Amobarbital	
Butalbital	
Pentobarbital	
Phenobarbital	
Secobarbital	
<b>Benzodiazepines</b>	100
Alprazolam	
Hydroxyethylflurazepam	
Oxazepam	
Temazepam	
Triazolam	
<b>Cocaine metabolite (benzoylecognine)</b>	150
<b>Marijuana metabolite</b>	15
Delta-9-tetrahydrocannabinol-9-carboxylic acid	
<b>Opiates</b>	300
Codeine	
Morphine	
<b>Phencyclidine</b>	25

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



- 2.2.2 Reporting Requirements: The FTDTL Contractor shall fax copies of all lab reports to the Contract Manager within two business days of receipt of the specimen from the Collection Contractor. The two-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 Manager. 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. All confirmed test results shall be reported as positive with the numerical values printed on the report.

The FTDTL Contractor shall, in coordination with the staff of the State's Department of Information Technology, establish a secure web-based solution that utilizes approved encryption technology to transfer drug test results electronically in a pre-defined text file format. Solution shall include unique user identification and authentication capabilities. The solution shall continuously and automatically check for new records that are ready for submission, and have the ability to re-transmit records, if necessary, within a specified date range. Solution shall flag records upon a successful transmission.

The FTDTL Contractor shall provide technical support for this application, as needed, during State of Maryland business hours.

- 2.2.3 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 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 L). The FTDTL Contractor shall be responsible for all costs associated with procuring a national priority delivery service.
- 2.2.4 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.

- 2.2.5 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.
- 2.2.6 Laboratory Ratings and Inspections: The FTDTL Contractors shall submit to the Contract Manager 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

Manager 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 Manager within 10 calendar days of receipt.

- 2.2.7 Contractor Testimony: Within two weeks of a written request by the Contract Manager, 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 (Bid Price Sheet Item #C). 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 Manager. 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.

- 2.2.8 State Personnel: The Contract Manager 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.
- 2.2.9 Information Technology (IT) Requirements: The FTDTL Contractor shall comply with all aspects of the State IT Security Policy and Standards (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>) under the following links: State Security Access Control Standard, State Network Security Standard and State Data Encryption Standard. State Categorization, Certification and Accreditation processes shall apply (<http://doit.maryland.gov/support/Pages/SecurityCertAccreditation.aspx>) Proposed logical and physical technical solution (including security provisions) must be submitted to, and approved in writing by, the Department of Information Technology.

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. Hardware and Software Platforms: Intel 1.8 to 3.00 GHZ, 1 to 3 GB RAM, 80 GB Hard Drive, utilizing Windows XP Professional OS and MS Office Suite 2003;
- b. Web browser: IE 6.0 or higher;
- c. Firewall: Cisco Pix;
- d. Antivirus system: Symantec Antivirus; and

- e. Systems Development Life Cycle Methodology: review  
<http://doit.maryland.gov/policies/Pages/sdlc.aspx>

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 to:

- ensure the integrity and confidentiality of the information;
- protect against any reasonably anticipated threats or hazards to the security or integrity of the information; and
- protect against any reasonably anticipated unauthorized uses or disclosures of the information.

Data formatting for transmission shall be by a comma-delimited text file. The FTDTL Contractor should contact the Contract Manager to obtain any necessary information to ensure that systems and reporting processes maintain capability for State use and access. The Contract Manager 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 submit file data on a CD-RW disc to the Contract Manager by overnight mail. The CD-RW disc shall have the latest encryption technology available and that technology shall be updated periodically per the State's guidelines and standards as referenced above. The FTDTL Contractor shall immediately notify the Contract Manager of any such situation and shall provide the Contract Manager with information on the resumption of normal submission of data, as specified by the Contract Manager.

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.

### **2.3 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.

## **2.4 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.

## **2.5 BILLING AND INVOICING**

The Contractor is responsible for billing DBM in a timely and accurate manner, no later than the 15<sup>th</sup> of the month for the preceding calendar month, in accordance with this section and the attached Contract. Invoices shall be sent to the Contract Manager and shall contain the following information:

- date of each test
- barcode for each collection
- unit price for each test performed (as specified on Attachment D)
- total number of tests performed
- total amount owed for all tests performed
- unit price, quantity and total price for other services (e.g. testimony preparation and; testimony)

Invoices must be signed and dated and include the DBM-issued Purchase Order number, the Contractor's social security number or Federal Tax ID number and the Contractor's mailing address. 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 clear, concise, readable, definitive information shall be returned to the Contractor for clarification, which may delay payment.

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.

## **2.6 INSURANCE REQUIREMENTS**

The Contractor shall maintain property and casualty insurance with minimum 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.

The Contractor shall maintain insurance policies of the proper type and limits specified below.

A. Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act and the Federal Employers Liability Act.

B. General Liability - The Contractor shall maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this Contract.

Standard Insurance Service Office

Commercial General Liability, Occurrence Form:

\$2,000,000 - General Aggregate Limit (other than products/completed operations)

\$2,000,000 - Products/completed operations aggregate limit

\$1,000,000 - Business Automobile Liability per occurrence.

\$1,000,000 - Each Occurrence Limit

\$1,000,000 - Personal and Accidental Injury Limits

\$ 50,000 - Fire Damage Limit

\$ 5,000 - Medical Expense

The State will be named as an Additional Insured on all liability policies (except for Worker's Compensation) and Certificates of Insurance evidencing this coverage will be provided prior to the commencement of any activities. Upon execution of a Contract with the State, current certificates of insurance will be provided to the State and thereafter from time to time, as directed by the State.

The State shall receive written notification of non-renewal from the issuer of the insurance policies at least sixty days before the expiration of said policies. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least thirty days prior to the expiration of the non-renewed insurance policy.

## **2.7 PRICE ADJUSTMENT**

The unit prices listed on Attachment D will be fixed for the first two years of the Contract. For each of the remaining years (third, fourth & fifth) of the Contract, the Contractor can request an increase to the unit prices. The adjustment shall be based on the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), Consumer Price Index (CPI) for All Urban Consumers for:

- Area: U.S. city average
- Item: Medical Care Services
- Series ID: CUUR0000SAM2 (Not Seasonally Adjusted)
- Base Period 1982-84=100

The following example illustrates the computation of percent change:

CPI for preceding full calendar year	184.3
Less CPI for previous full calendar year	180.9
Equals CPI point change	3.4
Divided by previous year CPI	180.9
Equals	.019
Multiplied by 100	0.019 x 100
Equals percent change	1.9%

To illustrate the application of this procedure, the third year of the Contract begins on 7/1/2011. If the CPI increased by 1.9% between 7/1/2009 and 6/30/2010, the Contractor can request a 1.9% increase in its unit prices as of 7/1/2011 to cover the third Contract year (until 6/30/2012). Should the calculation exceed five percent (5%), the maximum annual increase shall be limited to five percent of the current Contract prices.

In the event that the BLS discontinues the use of the referenced Index, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

Any such increase that a Contractor may be entitled to shall not occur automatically. To obtain an increase, the Contractor must submit a specific written request to the Contract Manager at least thirty calendar days prior to the intended effective date of the increase. This request must document the change in the CPI and indicate the resulting unit price increase. The Contract Manager shall verify the Contractor's documentation and mathematical calculations within two weeks and shall either approve the accuracy of the intended rate increase or provide notice of any error. No increase may be billed by the Contractor until it has been approved in writing by the Contract Manager.

**BALANCE OF PAGE LEFT BLANK INTENTIONALLY.**

## SECTION 3 – BID FORMAT

### 3.1 General

- 3.1.1 **Bidders must use Attachment D to submit price Bids. Do not change or alter Attachment D or any other State Attachments or your Bid will be rejected.**
- 3.1.2 Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid.

### 3.2 Preparation/Submission of Bids

- 3.2.1 Bids must be submitted to the Procurement Officer at the address identified in IFB Section 1.5A.
- 3.2.3 Bids must be delivered on time, on or before the due date and time specified in Section 1.8.
- 3.2.4 Bids must be submitted in a sealed envelope clearly labeled as follows:
  - a. “Sealed Bid - Department of Budget & Management, FTDTL, Project No. F10B9200023”
  - b. Bid Due Date and Time and
  - c. Name of the Bidder
- 3.2.5 Bidders must prepare and submit an unbound original and two paper copies. The original must be identified and copies must be marked accordingly. An electronic CD version of the paper submission (See Section 1.8) of the Bid shall be included. The CD shall be clearly labeled with the Bid Date, Bid Title and Bidder’s name. This version may consist of a variety of software files (i.e., pdf, doc, xlc, etc.) as determined by the Bidder.
- 3.2.6 **Bidders must provide:**
  - a. Attachment D – Price Bid Form - completed in accordance with instructions on the Price Bid Forms and signed by an individual who is authorized to bind the Bidder to the services and prices contained in the Bid. Include the Bidder’s Federal Identification Number and its eMM Number;
  - b. Acknowledgement of the receipt of all addenda to the IFB, if any;
  - c. Completed Bid Affidavit - Attachment B. [Note: The Contract Affidavit (Attachment C) is completed at time of notification of award to the winning Bidder.]
  - d. Statement of Fiscal Integrity. Documentation that addresses the Bidder’s financial solvency that may include, but not be limited to, one or all of the following:
    - 1. Current balance sheet
    - 2. Certified financial statement
    - 3. Dunn and Bradstreet rating

4. Line of credit
  5. Successful financial track record
  6. Evidence of adequate working capital
- e. Legal Action Summary – Describe:
1. Any outstanding legal actions or potential claims against the Bidder
  2. Any settled or closed legal actions or claims against the Bidder over the past five years
  3. Any judgments against the Bidder within the past five years, including the case name, number, court and final ruling or determination from the court.
  4. The judge and court location in instances where litigation is ongoing and the Bidder has been directed by the court not to disclose information
- f. Certificate of Insurance: Copy of the Bidder’s current certificate of insurance to meet the conditions of Section 2.6.
- g. References - **Three** references from current and/or previous customers within the immediate past three years who are capable of documenting experience in providing the same or similar services. Each reference shall include:
1. Name of client organization
  2. Name, title and current telephone number of point of contact for client organization
  3. Value, type and duration of Contract, the products and/or services provided, scope of the Contract, geographic area supported, etc.
  4. Explanation of why the Bidder is no longer providing services to the client organization, if the Bidder is no longer serving this client.

**DBM reserves the right to request additional references.**

- h. Completed Living Wage Affidavit (Attachment M)
- i. Proof/evidence of compliance with the requirement that the Bidder shall be SAMHSA certified and shall maintain certification from SAMHSA throughout the duration of this Contract
- j. Staff Information
1. Duties of the person(s) assigned management responsibility for each of the areas listed in the technical requirements
  2. Resumes of key personnel assigned to this Contract, including specific training and experience of all members of the testing staff
  3. Resumes of testing personnel who may be required to provide a deposition or testimony, as specified in Section 2.2.7. Include a list of all cases in which the individual testified, either through deposition or at a hearing or trial, the party for whom the individual testified and whether the individual was qualified as an expert witness by the court.
- k. Capabilities and Experience Statement
1. Company history, organizational structure and ownership, including relationship(s) to any parent firms, sister firms, subsidiary firms or any firms which may have an interest in the State's drug testing program. Describe in detail the corporate resources that will be available to support this Contract.



2. Organization plan describing the corporate relationship, including joint ventures and delineating the relationship between the prime Contractor and any or all Subcontractor(s)
  3. Organization chart detailing specific roles, responsibilities and labor category for key staff assigned to this Contract.
- 
- l. Primary location, full address, where the Bidder will provide the services as outlined in this IFB.
  - m. Subcontractor Information – Primary location and full address for each Subcontractor that will perform any of the functions under this Contract.
  - n. Ratings received by the Bidder in internal and external proficiency testing programs in which the laboratory has participated or is currently participating, starting from two years prior to the Contract effective date.

**BALANCE OF PAGE LEFT BLANK INTENTIONALLY.**

## ATTACHMENTS

- ATTACHMENT A – The State’s Contract - provided with the IFB for informational purposes but not required at Bid submission time; must be completed, signed and returned to the Procurement Officer by the selected Bidder upon notification of proposed Contract award
- ATTACHMENT B – Bidder’s Bid Affidavit - must be completed and submitted with the Bidder’s Technical Offer
- ATTACHMENT C – Contract Affidavit - not required at Bid submission time; must be completed, signed and submitted to the Procurement Officer by the selected Bidder within 5 working days of notification of proposed Contract award
- ATTACHMENT D – Price Bid/Instructions/Forms – comprises the Bidder’s Price Bid; completed, signed and submitted by the Bidder with Bid submission
- ATTACHMENT E – Pre-Bid Conference Response Form – completed and submitted by potential Bidders who plan to attend conference
- ATTACHMENT F – Directions to Pre-Bid Conference
- ATTACHMENT G – Electronic Funds Transfer Form COT/GAD X-10
- ATTACHMENT H – Specimen Collection Schedule
- ATTACHMENT I – Living Wage Requirements for Service Contracts
- ATTACHMENT J – COMAR 17.04.09 – Testing For Illegal Use of Drugs
- ATTACHMENT K – SAMHSA Mandatory Guidelines for Federal Workplace Drug Testing Programs
- ATTACHMENT L – List of Collection Sites
- ATTACHMENT M – Living Wage Affidavit - completed and submitted at Bid submission time

## **ATTACHMENT A - CONTRACT**

**THIS CONTRACT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT**.

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

### **1. Definitions**

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

- 1.1 “Collection Contractor” means the contractor that pursuant to a separate State contract, provides specimen collection and shipment and delivery of those specimens to the FTDTL.
- 1.2 “Contract Manager” means the manager designated by the Department. The Department may change the Contract Manager at any time by written notice.
- 1.3 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- 1.4 “Department” means the Department of Budget and Management.
- 1.5 FTDTL means the Forensic Toxicology Drug Testing Laboratory.
- 1.6 “IFB” means the Invitation for Bids for Forensic Toxicology Drug Testing Laboratory (FTDTL), **Project No. F10B9200023** dated \_\_\_\_\_, including all addenda.
- 1.7 “Notice To Proceed (NTP)” means the formal notification issued by the Contract Manager that direct the Contractor to immediately, or as of a date contained in the notice, begin performance of work.
- 1.8 “Procurement Officer” means Mike Yeager, Department of Budget and Management. The Department may change the Procurement Officer at any time by written notice.
- 1.9 “State” means the State of Maryland.

### **2. Scope of Work**

2.1 The Contractor shall provide all labor, materials and equipment necessary for the lab testing of specimens collected via the Collection Contractor and shipping expenses to the FTDTL for the State of Maryland as more completely described in the IFB and the Contractor’s Bid (collectively, the “Services”). These services shall be provided in accordance with the Contract and the following exhibits, which are attached and incorporated herein by reference. 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:

- a) Exhibit A – Invitation for Bids –Project No. F10B9200023, dated \_\_\_\_\_:
- b) Exhibit B – Contractor’s Bid –Project No. F10B9200023, dated \_\_\_\_\_;
- c) Exhibit C – Contractor’s Contract Affidavit - Project No. F10B9200023, dated \_\_\_\_\_; and
- d) Exhibit D – Living Wage Affidavit Project No. F10B9200023, dated \_\_\_\_\_.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of 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.

### **3. Time for Performance**

Unless terminated earlier as provided in this Contract, the term of this Contract shall be for a period of approximately five years. The Services shall begin on the date the Contract Manager issues the Notice to Proceed and shall terminate, and the Contract shall expire, five years thereafter. It is anticipated that the Contract term shall be from about July 1, 2009 until June 30, 2014.

### **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 for the Services in accordance with the IFB and the terms of Exhibit B, the Contractor’s Bid. 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 for billed Services shall be made no later than thirty (30) days after receipt of a proper invoice from the Contractor and acceptance by the using agency of the Services provided by the Contractor. Each invoice for Services rendered must include the Contractor’s Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. Invoices shall be submitted to the Contract Manager.

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

4.5 Contractor's eMarylandMarketplace vendor ID number is \_\_\_\_\_.

## **5. Rights to Records**

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

## **6. Confidentiality**

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

## **7. Non-Hiring of Employees**

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

## **8. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland 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 or regulation, 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.

## **9. Maryland Law**

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

#### **10. 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, sexual orientation, or disability, or other unlawful form of discrimination; (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.

#### **11. Contingent Fee Prohibition**

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

#### **12. Non-availability of Funding**

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

#### **13. Termination for Cause**

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

**14. Termination for Convenience**

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

**15. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of Services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**16. 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.

**17. Pre-Existing Regulations**

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

**18. Financial Disclosure**

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

## **19. Political Contribution Disclosure**

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

## **20. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

## **21. Warranties**

The Contractor hereby represents and warrants that:

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

## **22. Cost and Price Certification**

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

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



**23. 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, which approval the State may withhold or condition in its sole and absolute subjective discretion. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, which approval the State may withhold or condition in its sole and absolute subjective discretion. Any such subcontract or assignment shall include the terms of Sections 5 through 22 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor’s obligations to the subcontractors.

**24. Administrative**

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

**B. 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: Department of Budget and Management  
Division of Procurement Policy & Administration  
Room 144  
45 Calvert Street  
Annapolis, Maryland 21401  
Attention: Mike Yeager

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

**25. Indemnification**

25.1 The Contractor shall indemnify the State from and against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

25.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.

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

25.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the

defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

## **26. Orderly Termination**

Contractor agrees that, except as expressly provided otherwise in the IFB, at the commencement of this Contract it shall have ready and available such systems, processes, and sufficient levels of qualified personnel to be able to promptly, diligently, efficiently and completely prosecute the requirements of this Contract.

Upon the expiration or earlier termination of this Contract, Contractor shall:

- A. promptly, diligently, efficiently and in good faith work with any successor contractor and the State to transition Services over to the successor contractor;
- B. during the transition period, continue to be subject to all of the terms and conditions of the Contract, including, by way of example only, those that govern the rates, fees and other charges that Contractor may be permitted to charge the State under the Contract, and under no circumstances shall the Contractor be entitled to raise any such rates, fees and/or other charges during the transition period; and,
- C. at the end of the transition period, provide the State with a summary report of the transition that, among other things, contains a certification signed by an officer of the Contractor who is authorized to legally bind Contractor, that states that all actions necessary to successfully transition the Services to the successor contractor have been completed, or if they have not been completed, why they have not been completed. The State shall be entitled to withhold any final payment(s) otherwise due Contractor until it receives the summary report and certification specified in this subsection.

## **27. Living Wage**

A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland (SFP) and COMAR 21.11.10.

27.1 This Contract is designated a Tier \_\_ Contract. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for Tier \_\_ contracts.

27.2 The Contractor shall comply with SFP Title 18, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting 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.

27.3 The Contractor shall make any subcontractor on this Contract aware of the Living Wage law requirements.

## **28. Patents, Copyrights, Intellectual Property**

- A. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- B. 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, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, trade secret, or copyright, the Contractor shall defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies that Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor, in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 28(C) below.
- C. 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 options 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.

## **29. Commercial Nondiscrimination**

- A. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry 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.
- B. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department of Budget and Management, in all subcontracts.
- C. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance

and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

## **28. PROMPT PAYMENT POLICY**

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:
  - 1.1. Not process further payments to the Contractor until payment to the subcontractor is verified;
  - 1.2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
  - 1.3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
  - 1.4. Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - 1.5. Take other or further actions as appropriate to resolve the withheld payment.
2. An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
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 subcontractor under this policy directive, may not:
  - 3.1. Affect the rights of the contracting parties under any other provision of law;
  - 3.2. Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
  - 3.3. Result in liability against or prejudice the rights of the Department.
4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- 5.1. 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.
- 5.2. This verification may include, as appropriate:
  - 5.2.1. Inspecting any relevant records of the Contractor;
  - 5.2.2. Inspecting the jobsite; and
  - 5.2.3. Interviewing subcontractors and workers.
  - 5.2.4. Verification shall include a review of:
    - 5.2.4.1. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
    - 5.2.4.2. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- 5.3. If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.
  - 5.3.1. 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.
- 5.4. 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:
  - 5.4.1. Terminate the Contract;
  - 5.4.2. Refer the matter to the Office of the Attorney General for appropriate action; or
  - 5.4.3. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

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

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

**CONTRACTOR**

**MARYLAND DEPARTMENT OF  
BUDGET AND MANAGEMENT**

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

\_\_\_\_\_  
By: T. Eloise Foster, Secretary

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

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

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Assistant Attorney General

Approved by the  
Board of Public Works If Applicable:

\_\_\_\_\_  
Date

\_\_\_\_\_  
BPW Item No.

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself, and the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder hereby certifies and agrees that, in preparing its Bid on this project, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in discrimination, as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring or commercial treatment of a vendor, Subcontractor or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or any otherwise unlawful use of characteristics regarding the 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 submitted by the Bidder on this project and terminate any Contract awarded based on the Bid. As part of its Bid, the Bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder discriminated against Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders or any of its employees directly involved in the business’s Contracting activities, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea or imposition of probation before judgment with

the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved and their current positions and responsibilities with the business):

---

---

#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information and belief, the above business, or any of its officers, directors, partners, controlling stockholders or any of its employees directly involved in the business's Contracting activities, has:

1. Been convicted under State or federal statute of:
  - 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 arising out of the submission of Bids or proposals for a public or private Contract;
4. Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
5. Been convicted of a violation of Section 11.205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
6. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection 1 through 5 above;
7. Been found civilly liable under a State or federal antitrust statute for acts or omissions in connection with the submission of Bids or proposals for a public or private Contract;
8. Been found 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 in a final adjudicated decision;
9. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections 1 through 7 above, except as follows (indicate reasons why the



affirmations cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business and the status of any debarment):

---

---

---

**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

---

---

---

**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The business is not a successor, assignee, subsidiary or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

---

---

---

**G. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information and belief, the above business, has knowingly entered into a Contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or

indirectly, supplies, services, architectural services, construction related services, leases of real property or construction.

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

1. Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid price or financial proposal of the Bidder 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 is submitted.

#### I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE - (Applicable to all Contracts unless the Contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

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

I CERTIFY THAT:

1. By submission of its Bid, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a Contract resulting from this solicitation, the business shall:
  - a. Maintain a workplace free of drug and alcohol abuse during the term of the Contract;
  - b. Publish a Statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - c. Prohibit its employees from working under the influence of drugs or alcohol;
  - d. Not hire or assign to work on the Contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - e. Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - f. Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation and employee assistance programs;  
and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - g. Provide all employees engaged in the performance of the Contract with a copy of the Statement required by §K.1.b, above;
  - h. Notify its employees in the Statement required by §K.1.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 five days after a conviction;
  - i. Notify the procurement officer within 10 days after receiving notice under §K.1.h(ii), above, or otherwise receiving actual notice of a conviction;

- j. Within 30 days after receiving notice under §K.1.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 §K.1.a-j above.

2. If the business is an individual, the individual shall certify and agree as set forth in §K.3, 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.

3. I acknowledge and agree that:

- a. The award of the Contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- b. The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the Contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- c. The violation of the provisions of COMAR 21.11.08 or this certification in connection with the Contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

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

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

**M. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**N. 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 shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the Contract and (3) other Affidavits comprising part of the Contract.

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

Date: \_\_\_\_\_ By: \_\_ (Authorized Representative and Affiant) \_\_

**ATTACHMENT C – CONTRACT AFFIDAVIT**

**COMAR 21.07.01.25**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_  
(title)

and the duly authorized representative of  
\_\_\_\_\_  
(business)

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

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

Name: \_\_\_\_\_

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

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purposed of obtaining the Contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Representative and Affidavit)

## **ATTACHMENT D – BID PRICE INSTRUCTIONS & FORM**

1. In order to assist bidders in the preparation of their bids and to comply with the requirements of this solicitation, Attachment D - Bid Price Instructions & Form has been prepared. Bidders shall submit their bids using Attachment D- Bid Form and in accordance with the instructions on the form and as specified herein.
2. The Bid Form is to be completed, signed and dated by an individual who is authorized to bind the bidder to the unit price as noted on Attachment D - Bid Price Instructions & Form.
3. For purposes of determining the most favorable bid price (as referenced in COMAR 21.05.02.13), Bids will be based on the lowest total price submitted.
4. No taxes, surcharges, or fees of any type, kind, or amount whatsoever may be added to the unit price contracted.
5. Do not change or alter the Attachment D bid form in any way to include conditions otherwise your bid will be rejected.
6. Bids shall be typewritten or written legibly in ink. All erasures shall be initialed in ink by the signer.



**ATTACHMENT D-PRICE BID FORM**

**PRICE BID FORM - FTDTL DRUG TESTING SERVICES**

<b><u>DRUG TESTING PRICES</u></b>	<b><u>ESTIMATED UNITS PER YEAR*</u></b>	<b><u>BID PRICE PER UNIT**</u></b>	<b><u>ESTIMATED TOTAL ANNUAL PRICE</u></b>
<i>PRICE PER INITIAL IMMUNOASSAY SCREENING (See 2.2.1)</i>	<i>6900* x</i>	<i>(Bid Price A) _____ = _____</i>	<i>(Est. Annual Total Bid Price A)</i>
<i>PRICE PER GC/MS CONFIRMATION (See 2.2.1)</i>	<i>350* x</i>	<i>(Bid Price B) _____ = _____</i>	<i>(Est. Annual Total Bid Price B)</i>
<i>FULLY LOADED HOURLY RATE FOR EXPERT PREPERATION &amp; TESTIMONY (See 2.2.7)</i>	<i>10* hours x</i>	<i>(Bid Price C) _____ = _____</i>	<i>(Est. Annual Total Bid Price C)</i>
<i>TOTAL EST. ANNUAL CONTRACT PRICE</i>		<i>(Bid Price D) _____ = _____</i>	<i>(Sum of Bid Prices A+B+C)</i>
<i>TOTAL EST. CONTRACT PRICE</i>		<i>Bid Price D x 2 Years = _____</i>	<i><u>(EST. 2 YR TOTAL BID PRICE E)</u></i>

*This "ESTIMATED 2 YEAR TOTAL BID PRICE E" will be compared among Bidders in order to determine the lowest Bid Price.*

*\* These Estimated Units are used for evaluation purposes only. They are not a guarantee of either a minimum or maximum number of tests or expert testimony occasions that will be needed. The contractor shall only be paid for the actual number of each test type or other unit of service listed above that is performed, at the firm unit prices bid above, subject to the Price Adjustment provision of IFB Section 2.7.*

*\*\* These Bid Prices Per Unit shall be the only amounts paid to the contractor to perform all activities required in Section 2.2 of this IFB.*

*Name of Bidder: \_\_\_\_\_ Address: \_\_\_\_\_*

*Authorized Signature & Title: \_\_\_\_\_ Typed Name of Authorized Signature \_\_\_\_\_*

*Federal Employer Identification Number: \_\_\_\_\_ eMmaryland Marketplace Vendor Number: \_\_\_\_\_*

**ATTACHMENT E - PRE-BID CONFERENCE RESPONSE FORM**

**Pre-Bid Conference Response Form**

STATE OF MARYLAND

**Forensic Toxicology Drug Testing Laboratory**

**Project No. F10B9200023**

A Pre-Bid Conference will be held at 11:00 AM Local Time, on Wednesday, April 22<sup>nd</sup>, 2009, Calvert Street Office Building, 45 Calvert Street, Room 164A, Annapolis, MD 21401. Please return this form by Monday, April 20, 2009, indicating:

Yes, the following \_\_\_\_\_ (Company Name, \_\_\_\_\_) representatives will attend:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

No, we will not attend. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Phone Number

Return or fax this form to:

Mike Yeager  
Department of Budget & Management  
Division of Procurement Policy & Administration  
Room 144  
45 Calvert Street  
Annapolis, MD 21401  
Telephone: 410.260.6014  
Fax: 410-974-3274  
Email: [myeager@dbm.state.md.us](mailto:myeager@dbm.state.md.us)

**For directions to the conference**, see Attachment F (Directions to the Pre-Bid Conference) or contact Mr. Yeager.

**ATTACHMENT F-DIRECTIONS TO THE PRE-BID CONFERENCE**

**Forensic Toxicology Drug Testing Laboratory (FTDTL) IFB  
Project No. F10B9200023**

**DEPARTMENT OF BUDGET & MANAGEMENT  
Room 164A  
Calvert Street Office Building  
45 Calvert Street  
Annapolis, MD 21401**

**Wednesday, April 22<sup>nd</sup>, 2009 at 11:00 AM (Local Time)**

**From points North of Annapolis:** Take I-97 South towards Annapolis/Bay Bridge. Take the US-50 East/US-301 North exit towards Annapolis/Bay Bridge. Take Exit #24 (MD-70 Rowe Blvd/Bestgate South) towards Annapolis/State Offices. Bear Right on the exit ramp toward “South/Annapolis”. Continue on Rowe Blvd through two (2) lights. After crossing the College Creek Bridge, turn Right at the third (3<sup>rd</sup>) light onto Calvert Street. The first building on the right is 45 Calvert Street.

**From points South and West of Annapolis:** Take US-50 East/US-301 North towards Annapolis/Bay Bridge. Take Exit #24 (MD-70 Rowe Blvd/Bestgate South) towards Annapolis/State Offices. Bear Right on the exit ramp toward “South/Annapolis”. Continue on Rowe Blvd through two (2) lights. After crossing the College Creek Bridge, turn Right at the third (3<sup>rd</sup>) light onto Calvert Street. The first building on the right is 45 Calvert Street.

**From points East of Annapolis:** Take US-50 West towards Annapolis. Take Exit #24A (Rowe Blvd/MD-70 South) towards Annapolis/State Offices. Continue on Rowe Blvd through three (3) lights. After crossing the College Creek Bridge, turn Right at the fourth (4<sup>th</sup>) light onto Calvert Street. The first building on the right is 45 Calvert Street.

**PARKING:** There is limited on-street metered parking along Calvert Street. There is a parking garage on Clay Street, which is the first street on the right immediately past the 45 Calvert Street State Office Building. There is also a parking garage on the left side of Calvert Street just past the 45 Calvert Street State Office Building and another parking garage at the corner of Calvert Street and Rowe Boulevard. **Parking is limited so allow adequate time to find parking.**

**ATTACHMENT G - ELECTRONIC FUNDS TRANSFER (EFT) FORM**

Comptroller of Maryland  
**Vendor Electronic Funds Transfer (EFT) Registration Request Form**

Date of request \_\_\_\_\_

**Business identification information (Address to be used in case of default to check):**

Business name \_\_\_\_\_

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code

**Taxpayer identification number:**

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

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

**Financial institution information:**

Name and address \_\_\_\_\_

\_\_\_\_\_

Contact name, phone number (include area code), \_\_\_\_\_

\_\_\_\_\_

ABA number

Account number

Checking  Money Market  Savings  
Account type

**Format Desired:** \_\_\_\_\_ CCD \_\_\_\_\_ CCD+ \_\_\_\_\_ CTX\* (Check one.)

\*Note – There may be a charge to you by your bank with this format.

**A VOIDED CHECK from the bank account shall be attached.**

(OVER)

**Transaction requested:**

- 1. \_\_\_ Initiate all disbursements via EFT to the above account.
- 2. \_\_\_ Discontinue disbursements via EFT, effective \_\_\_\_\_
- 3. \_\_\_ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by \* \_\_\_\_\_  
 (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company’s account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

\*Name of registering business entity

\_\_\_\_\_  
 Signature of company treasurer, controller, or chief financial officer and date

**1.1 Completed by GAD/STO**

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\*STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_

\_\_\_\_\_  
 State Treasurer’s Office approval date

\_\_\_\_\_  
 General Accounting Division approval date

**To Requestor:**

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller’s and Treasurer’s Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

**Please submit form to:** EFT Registration, General Accounting Division  
 Room 205, P.O. Box 746  
 Annapolis, Maryland 21404-0746

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, [gad@comp.state.md.us](mailto:gad@comp.state.md.us). Or call 1-888-784-0144.

COT/GAD X-10

I am authorized by \* \_\_\_\_\_ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

\*Name of registering business entity

\_\_\_\_\_  
Signature of company treasurer, controller, or chief financial officer and date

**Completed by GAD/STO**

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\*STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
State Treasurer's Office approval date

\_\_\_\_\_  
General Accounting Division approval date

\_\_\_\_\_  
To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

**Please submit form to:** EFT Registration, General Accounting Division  
Room 205, P.O. Box 746  
Annapolis, Maryland 21404-0746

COT/GAD X-10

**ATTACHMENT H-SPECIMEN COLLECTION HISTORY**

July 1, 2007 through June 30, 2008

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
7/2/2007	29	Centralized Hiring Unit (Division of Correction) - Baltimore
7/3/2007	17	Western Maryland Center – Hagerstown
7/3/2007	1	Chesapeake Occupational Health Services - Baltimore
7/3/2007	1	Deer's Head Center – Salisbury
7/5/2007	15	Western Maryland Correctional Hiring Unit - Hagerstown
7/5/2007	11	Department of Juvenile Services - Baltimore
7/5/2007	5	Chesapeake Occupational Health Services - Baltimore
7/9/2007	35	Centralized Hiring Unit (Division of Correction) - Baltimore
7/10/2007	7	State Medical Director's Office – Baltimore
7/10/2007	22	Western Maryland Correctional Hiring Unit - Hagerstown
7/10/2007	29	Department of Juvenile Services - Baltimore
7/10/2007	3	Chesapeake Occupational Health Services - Baltimore
7/11/2007	19	Western Maryland Correctional Hiring Unit - Hagerstown
7/11/2007	3	Chesapeake Occupational Health Services - Baltimore
7/11/2007	1	Deer's Head Center – Salisbury
7/12/2007	2	Dorchester County Health Department - Cambridge
7/12/2007	8	Western Maryland Correctional Hiring Unit - Hagerstown
7/12/2007	2	Chesapeake Occupational Health Services - Baltimore
7/12/2007	10	Holly Center – Salisbury
7/13/2007	1	Deer's Head Center – Salisbury
7/16/2007	2	Chesapeake Occupational Health Services - Baltimore
7/16/2007	1	Deer's Head Center – Salisbury
7/17/2007	1	Chesapeake Occupational Health Services - Baltimore
7/18/2007	47	Centralized Hiring Unit (Division of Correction) - Baltimore
7/18/2007	21	Department of Juvenile Services - Baltimore
7/18/2007	12	Chesapeake Occupational Health Services - Baltimore
7/18/2007	4	Deer's Head Center – Salisbury
7/19/2007	9	Thomas B. Finan Center – Cumberland

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
7/19/2007	1	Maryland State Police Barrack "T" - Leonardtown
7/19/2007	3	Maryland State Police Garrett County Detachment - McHenry
7/23/2007	33	Cheltenham Youth Facility – Cheltenham
7/23/2007	39	Centralized Hiring Unit (Division of Correction) - Baltimore
7/23/2007	2	Chesapeake Occupational Health Services - Baltimore
7/24/2007	9	Western Maryland Correctional Hiring Unit - Hagerstown
7/24/2007	2	Chesapeake Occupational Health Services - Baltimore
7/25/2007	37	Centralized Hiring Unit (Division of Correction) - Baltimore
7/25/2007	5	Chesapeake Occupational Health Services - Baltimore
7/26/2007	16	Division of Parole and Probation - Baltimore
7/27/2007	8	Rosewood Hospital Center - Owings Mills
7/27/2007	18	Eastern Correctional Institution – Westover
7/27/2007	5	Department of Juvenile Services - Baltimore
7/27/2007	1	Chesapeake Occupational Health Services - Baltimore
7/30/2007	7	Jessup Training Building (Division of Correction) - Jessup
7/30/2007	3	Chesapeake Occupational Health Services - Baltimore
7/31/2007	14	Western Maryland Correctional Hiring Unit - Hagerstown
8/1/2007	57	Centralized Hiring Unit (Division of Correction) - Baltimore
8/2/2007	3	Chesapeake Occupational Health Services - Baltimore
8/3/2007	1	Eastern Correctional Institution – Westover
8/3/2007	1	Chesapeake Occupational Health Services - Baltimore
8/6/2007	45	Centralized Hiring Unit (Division of Correction) - Baltimore
8/6/2007	2	Chesapeake Occupational Health Services - Baltimore
8/7/2007	11	Department of Juvenile Services - Baltimore
8/7/2007	3	Chesapeake Occupational Health Services - Baltimore
8/8/2007	42	Centralized Hiring Unit (Division of Correction) - Baltimore
8/8/2007	3	Chesapeake Occupational Health Services - Baltimore
8/9/2007	30	Cheltenham Youth Facility – Cheltenham
8/9/2007	1	Internal Investigative Unit – Savage
8/9/2007	3	Chesapeake Occupational Health Services - Baltimore



<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
8/10/2007	20	Springfield Hospital Center – Sykesville
8/10/2007	10	Upper Shore Community Health Center - Chestertown
8/10/2007	2	Chesapeake Occupational Health Services - Baltimore
8/13/2007	49	Centralized Hiring Unit (Division of Correction) - Baltimore
8/13/2007	2	Eastern Correctional Institution – Westover
8/13/2007	4	State Medical Director's Office – Baltimore
8/13/2007	3	Chesapeake Occupational Health Services - Baltimore
8/14/2007	23	Western Maryland Correctional Hiring Unit - Hagerstown
8/16/2007	8	Chesapeake Occupational Health Services - Baltimore
8/17/2007	9	Western Correctional Institution - Cumberland
8/20/2007	37	Centralized Hiring Unit (Division of Correction) - Baltimore
8/21/2007	3	Chesapeake Occupational Health Services - Baltimore
8/22/2007	21	Department of Juvenile Services - Baltimore
8/22/2007	2	Chesapeake Occupational Health Services - Baltimore
8/22/2007	2	Deer's Head Center - Salisbury
8/23/2007	18	Spring Grove Hospital Center - Catonsville
8/23/2007	47	Maryland State Police Headquarters - Pikesville
8/27/2007	58	Springfield Hospital Center - Sykesville
8/28/2007	17	Maryland State Police Barrack "D" - Bel Air
8/28/2007	1	Chesapeake Occupational Health Services - Baltimore
8/29/2007	43	Centralized Hiring Unit (Division of Correction) - Baltimore
8/29/2007	31	Maryland State Police Barrack "A" (Waterloo) - Jessup
8/29/2007	6	Chesapeake Occupational Health Services - Baltimore
8/29/2007	2	Deer's Head Center - Salisbury
8/30/2007	34	Western Maryland Correctional Hiring Unit - Hagerstown
8/31/2007	3	Chesapeake Occupational Health Services - Baltimore
9/4/2007	25	Maryland State Police Barrack "I" - Easton
9/4/2007	25	Western Maryland Correctional Hiring Unit - Hagerstown
9/4/2007	1	Chesapeake Occupational Health Services - Baltimore
9/4/2007	2	Deer's Head Center - Salisbury

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
9/5/2007	40	Centralized Hiring Unit (Division of Correction) - Baltimore
9/5/2007	1	Chesapeake Occupational Health Services - Baltimore
9/5/2007	2	Deer's Head Center - Salisbury
9/6/2007	1	Rosewood Hospital Center - Owings Mills
9/7/2007	4	Chesapeake Occupational Health Services - Baltimore
9/10/2007	38	Centralized Hiring Unit (Division of Correction) - Baltimore
9/11/2007	4	Washington County Health Department - Hagerstown
9/11/2007	17	Maryland State Police Barrack "O" - Hagerstown
9/11/2007	32	Western Maryland Correctional Hiring Unit - Hagerstown
9/12/2007	2	Chesapeake Occupational Health Services - Baltimore
9/13/2007	5	Springfield Hospital Center - Sykesville
9/13/2007	19	Department of Juvenile Services - Baltimore
9/14/2007	2	Thomas B. Finan Center - Cumberland
9/14/2007	7	Maryland State Police Barrack "C" - Cumberland
9/14/2007	1	Maryland State Police Barrack "E" - Salisbury
9/14/2007	1	Western Maryland Correctional Hiring Unit - Hagerstown
9/14/2007	58	Jessup Training Building (Division of Correction) - Jessup
9/17/2007	13	Maryland State Police Headquarters - Pikesville
9/18/2007	18	Cheltenham Youth Facility - Cheltenham
9/18/2007	5	Holly Center - Salisbury
9/18/2007	1	Deer's Head Center - Salisbury
9/19/2007	4	Anne Arundel County Health Department - Annapolis
9/19/2007	7	Rosewood Hospital Center - Owings Mills
9/19/2007	27	Department of Juvenile Services - Baltimore
9/19/2007	1	Deer's Head Center - Salisbury
9/20/2007	32	Division of Parole and Probation - Baltimore
9/20/2007	23	Department of Juvenile Services - Baltimore
9/20/2007	1	Chesapeake Occupational Health Services - Baltimore
9/21/2007	22	Centralized Hiring Unit (Division of Correction) - Baltimore
9/25/2007	5	Chesapeake Occupational Health Services - Baltimore
9/25/2007	1	Deer's Head Center - Salisbury

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
9/26/2007	32	Department of Juvenile Services - Baltimore
9/27/2007	11	Chesapeake Occupational Health Services - Baltimore
9/28/2007	15	Centralized Hiring Unit (Division of Correction) - Baltimore
9/28/2007	1	Chesapeake Occupational Health Services - Baltimore
10/1/2007	4	Deer's Head Center - Salisbury
10/2/2007	1	Chesapeake Occupational Health Services - Baltimore
10/2/2007	1	Deer's Head Center - Salisbury
10/2/2007	31	Charles H. Hickey, Jr. School - Baltimore
10/3/2007	3	Chesapeake Occupational Health Services - Baltimore
10/3/2007	1	Deer's Head Center - Salisbury
10/4/2007	1	Chesapeake Occupational Health Services - Baltimore
10/5/2007	21	Centralized Hiring Unit (Division of Correction) - Baltimore
10/5/2007	2	Chesapeake Occupational Health Services - Baltimore
10/5/2007	1	Deer's Head Center - Salisbury
10/8/2007	1	Institute for Emergency Medical Services Systems - Baltimore
10/10/2007	19	Department of Juvenile Services - Baltimore
10/10/2007	2	Chesapeake Occupational Health Services - Baltimore
10/10/2007	2	Deer's Head Center - Salisbury
10/11/2007	2	Maryland State Police Barrack "I" - Easton
10/11/2007	12	Department of Juvenile Services - Baltimore
10/11/2007	5	Holly Center - Salisbury
10/12/2007	15	Centralized Hiring Unit (Division of Correction) - Baltimore
10/12/2007	10	Maryland State Police Barrack "C" - Cumberland
10/12/2007	3	Chesapeake Occupational Health Services - Baltimore
10/12/2007	1	Deer's Head Center - Salisbury
10/15/2007	2	Chesapeake Occupational Health Services - Baltimore
10/15/2007	3	Deer's Head Center - Salisbury
10/16/2007	19	Centralized Hiring Unit (Division of Correction) - Baltimore
10/16/2007	28	Rehabilitation Center - Baltimore
10/16/2007	1	Deer's Head Center - Salisbury
10/17/2007	2	Dorchester County Health Department - Cambridge

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
10/17/2007	1	Eastern Shore Hospital Center - Cambridge
10/17/2007	2	Chesapeake Occupational Health Services - Baltimore
10/18/2007	17	Department of Juvenile Services - Baltimore
10/18/2007	2	Chesapeake Occupational Health Services - Baltimore
10/18/2007	3	Deer's Head Center - Salisbury
10/19/2007	18	Centralized Hiring Unit (Division of Correction) - Baltimore
10/23/2007	20	Department of Juvenile Services - Baltimore
10/23/2007	3	Chesapeake Occupational Health Services - Baltimore
10/23/2007	15	Western Correctional Institution - Cumberland
10/24/2007	3	Chesapeake Occupational Health Services - Baltimore
10/26/2007	21	Centralized Hiring Unit (Division of Correction) - Baltimore
10/26/2007	20	Springfield Hospital Center - Sykesville
10/26/2007	2	Thomas B. Finan Center - Cumberland
10/26/2007	2	Maryland State Police Barrack "C" - Cumberland
10/26/2007	61	Jessup Training Building (Division of Correction) - Jessup
10/26/2007	2	Chesapeake Occupational Health Services - Baltimore
10/29/2007	3	Deer's Head Center - Salisbury
10/30/2007	3	Washington County Health Department - Hagerstown
10/30/2007	22	Western Maryland Correctional Hiring Unit - Hagerstown
10/30/2007	28	Department of Juvenile Services - Baltimore
10/30/2007	3	Chesapeake Occupational Health Services - Baltimore
10/30/2007	7	Western Correctional Institution - Cumberland
10/31/2007	3	Chesapeake Occupational Health Services - Baltimore
11/1/2007	21	Spring Grove Hospital Center - Catonsville
11/1/2007	2	Chesapeake Occupational Health Services - Baltimore
11/2/2007	17	Centralized Hiring Unit (Division of Correction) - Baltimore
11/5/2007	4	Chesapeake Occupational Health Services - Baltimore
11/6/2007	5	Thomas B. Finan Center - Cumberland
11/6/2007	2	Chesapeake Occupational Health Services - Baltimore
11/7/2007	51	Maryland State Police Headquarters - Pikesville
11/8/2007	19	Department of Juvenile Services - Baltimore

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
11/8/2007	3	Chesapeake Occupational Health Services - Baltimore
11/9/2007	19	Centralized Hiring Unit (Division of Correction) - Baltimore
11/9/2007	3	Chesapeake Occupational Health Services - Baltimore
11/14/2007	24	Noyes Children's Center - Rockville
11/14/2007	3	Chesapeake Occupational Health Services - Baltimore
11/15/2007	2	Frederick County Health Department - Frederick
11/15/2007	4	Upper Shore Community Health Center - Chestertown
11/15/2007	11	Internal Investigation Unit - Hagerstown Office
11/15/2007	3	Chesapeake Occupational Health Services - Baltimore
11/15/2007	3	Holly Center - Salisbury
11/15/2007	2	Deer's Head Center - Salisbury
11/16/2007	22	Centralized Hiring Unit (Division of Correction) - Baltimore
11/16/2007	4	Maryland State Police Barrack "C" - Cumberland
11/16/2007	8	State Medical Director's Office - Baltimore
11/16/2007	6	Chesapeake Occupational Health Services - Baltimore
11/16/2007	1	Deer's Head Center - Salisbury
11/19/2007	19	Department of Juvenile Services - Baltimore
11/19/2007	5	Chesapeake Occupational Health Services - Baltimore
11/19/2007	3	Deer's Head Center - Salisbury
11/20/2007	16	Maryland State Police Barrack "D" - Bel Air
11/20/2007	4	Chesapeake Occupational Health Services - Baltimore
11/21/2007	29	Maryland State Police Barrack "A" (Waterloo) - Jessup
11/21/2007	3	Chesapeake Occupational Health Services - Baltimore
11/26/2007	30	Maryland State Police Barrack "I" - Easton
11/26/2007	1	Chesapeake Occupational Health Services - Baltimore
11/27/2007	2	Charles County Health Department - White Plains
11/27/2007	12	Western Maryland Center - Hagerstown
11/27/2007	19	Maryland State Police Barrack "O" - Hagerstown
11/27/2007	1	Maryland State Police Barrack "T" - Leonardtown
11/27/2007	4	Chesapeake Occupational Health Services - Baltimore
11/28/2007	7	Maryland School for the Deaf - Columbia
11/28/2007	2	Upper Shore Community Health Center - Chestertown
11/28/2007	3	Chesapeake Occupational Health Services - Baltimore
11/29/2007	40	Division of Parole and Probation - Baltimore

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
11/30/2007	30	Centralized Hiring Unit (Division of Correction) - Baltimore
12/3/2007	3	Chesapeake Occupational Health Services - Baltimore
12/3/2007	1	Deer's Head Center - Salisbury
12/4/2007	16	Department of Juvenile Services - Baltimore
12/5/2007	16	Cheltenham Youth Facility - Cheltenham
12/5/2007	3	Thomas B. Finan Center - Cumberland
12/5/2007	3	Chesapeake Occupational Health Services - Baltimore
12/5/2007	1	Deer's Head Center - Salisbury
12/6/2007	20	Salisbury District Court - Salisbury
12/6/2007	4	Chesapeake Occupational Health Services - Baltimore
12/6/2007	8	Holly Center - Salisbury
12/7/2007	41	Centralized Hiring Unit (Division of Correction) - Baltimore
12/10/2007	68	Springfield Hospital Center - Sykesville
12/11/2007	1	Chesapeake Occupational Health Services - Baltimore
12/12/2007	5	Eastern Shore Hospital Center - Cambridge
12/12/2007	50	Western Maryland Correctional Hiring Unit - Hagerstown
12/12/2007	20	Department of Juvenile Services - Baltimore
12/13/2007	29	Spring Grove Hospital Center - Catonsville
12/13/2007	27	Charles H. Hickey, Jr. School - Baltimore
12/13/2007	34	Western Correctional Institution - Cumberland
12/14/2007	27	Centralized Hiring Unit (Division of Correction) - Baltimore
12/14/2007	13	Springfield Hospital Center - Sykesville
12/14/2007	30	Division of Parole and Probation - Baltimore
12/14/2007	1	Chesapeake Occupational Health Services - Baltimore
12/14/2007	1	Deer's Head Center - Salisbury
12/18/2007	18	John L. Gildner Regional Institution for Children & Adolescents - Rockville
12/18/2007	1	Chesapeake Occupational Health Services - Baltimore
12/18/2007	2	Deer's Head Center - Salisbury
12/19/2007	12	Cheltenham Youth Facility - Cheltenham
12/19/2007	11	Rosewood Hospital Center - Owings Mills
12/19/2007	6	Maryland State Police Barrack "Q" - College Park
12/20/2007	1	Frederick County Health Department - Frederick

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
12/20/2007	13	Washington County Health Department - Hagerstown
12/20/2007	2	Chesapeake Occupational Health Services - Baltimore
12/21/2007	26	Centralized Hiring Unit (Division of Correction) - Baltimore
12/21/2007	1	Chesapeake Occupational Health Services - Baltimore
12/26/2007	2	Deer's Head Center - Salisbury
12/27/2007	1	Concentra Medical Center - Arbutus
12/28/2007	17	Centralized Hiring Unit (Division of Correction) - Baltimore
1/3/2008	2	State Medical Director's Office - Baltimore
1/3/2008	16	Department of Juvenile Services - Baltimore
1/4/2008	20	Centralized Hiring Unit (Division of Correction) - Baltimore
1/7/2008	12	Southern Maryland Regional Institution for Children & Adolescents - Clinton
1/8/2008	12	Noyes Children's Center - Rockville
1/9/2008	1	Western Maryland Correctional Hiring Unit - Hagerstown
1/10/2008	6	Holly Center - Salisbury
1/10/2008	1	Deer's Head Center - Salisbury
1/11/2008	15	Centralized Hiring Unit (Division of Correction) - Baltimore
1/11/2008	2	State Medical Director's Office - Baltimore
1/14/2008	1	Spring Grove Hospital Center - Catonsville
1/14/2008	1	Maryland State Police Barrack "T" - Leonardtown
1/15/2008	1	Salisbury District Court - Salisbury
1/15/2008	2	Eastern Shore Hospital Center - Cambridge
1/15/2008	37	Division of Parole and Probation - Baltimore
1/16/2008	25	Cheltenham Youth Facility - Cheltenham
1/16/2008	1	Capitol MRO, Inc. - Annapolis
1/17/2008	18	Springfield Hospital Center - Sykesville
1/18/2008	24	Centralized Hiring Unit (Division of Correction) - Baltimore
1/22/2008	1	State Medical Director's Office - Baltimore

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
1/22/2008	20	Department of Juvenile Services - Baltimore
1/24/2008	2	Capitol MRO, Inc. - Annapolis
1/25/2008	14	Centralized Hiring Unit (Division of Correction) - Baltimore
1/25/2008	2	Springfield Hospital Center - Sykesville
1/28/2008	4	Department of Juvenile Services - Baltimore
1/31/2008	67	Eastern Correctional Institution - Westover
2/1/2008	30	Centralized Hiring Unit (Division of Correction) - Baltimore
2/1/2008	1	State Medical Director's Office - Baltimore
2/5/2008	3	Capitol MRO, Inc. - Annapolis
2/6/2008	29	Jessup Training Building (Division of Correction) - Jessup
2/7/2008	25	Baltimore Juvenile Justice Center - Baltimore
2/7/2008	1	Capitol MRO, Inc. - Annapolis
2/8/2008	28	Centralized Hiring Unit (Division of Correction) - Baltimore
2/8/2008	1	State Medical Director's Office - Baltimore
2/11/2008	52	Maryland State Police Headquarters - Pikesville
2/13/2008	37	Maryland State Police Barrack "A" (Waterloo) - Jessup
2/13/2008	3	Capitol MRO, Inc. - Annapolis
2/15/2008	34	Centralized Hiring Unit (Division of Correction) - Baltimore
2/15/2008	1	Capitol MRO, Inc. - Annapolis
2/18/2008	4	Regional Institute for Children & Adolescents - Baltimore
2/19/2008	13	Maryland State Police Barrack "D" - Bel Air
2/19/2008	1	Department of Juvenile Services - Baltimore
2/19/2008	2	Capitol MRO, Inc. - Annapolis
2/20/2008	23	Noyes Children's Center - Rockville
2/20/2008	28	Western Maryland Correctional Hiring Unit - Hagerstown
2/20/2008	2	Capitol MRO, Inc. - Annapolis
2/21/2008	1	Dorchester County Health Department - Cambridge
2/21/2008	13	Spring Grove Hospital Center - Catonsville
2/21/2008	2	Holly Center - Salisbury



<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
2/25/2008	7	Capitol MRO, Inc. - Annapolis
2/26/2008	23	Rehabilitation Center - Baltimore
2/26/2008	17	Maryland State Police Barrack "I" - Easton
2/26/2008	2	Capitol MRO, Inc. - Annapolis
2/27/2008	7	State Medical Director's Office - Baltimore
2/27/2008	25	Jessup Training Building (Division of Correction) - Jessup
2/27/2008	17	Department of Juvenile Services - Baltimore
2/27/2008	3	Capitol MRO, Inc. - Annapolis
2/28/2008	86	Centralized Hiring Unit (Division of Correction) - Baltimore
2/28/2008	26	Maryland State Police Barrack "O" - Hagerstown
2/28/2008	4	Capitol MRO, Inc. - Annapolis
2/29/2008	100	Centralized Hiring Unit (Division of Correction) - Baltimore
2/29/2008	2	Capitol MRO, Inc. - Annapolis
3/3/2008	31	Springfield Hospital Center - Sykesville
3/3/2008	4	State Medical Director's Office - Baltimore
3/4/2008	1	Capitol MRO, Inc. - Annapolis
3/7/2008	158	Centralized Hiring Unit (Division of Correction) - Baltimore
3/10/2008	19	Charles H. Hickey, Jr. School - Baltimore
3/11/2008	3	Maryland State Police Barrack "T" - Leonardtown
3/11/2008	19	Jessup Training Building (Division of Correction) - Jessup
3/11/2008	1	Holly Center - Salisbury
3/12/2008	1	Maryland State Police Denton Detachment
3/12/2008	5	Holly Center - Salisbury
3/12/2008	32	Deer's Head Center - Salisbury
3/12/2008	1	Capitol MRO, Inc. - Annapolis
3/13/2008	12	Frederick County Health Department - Frederick
3/13/2008	26	Western Correctional Institution - Cumberland
3/14/2008	58	Centralized Hiring Unit (Division of Correction) - Baltimore
3/14/2008	4	State Medical Director's Office - Baltimore
3/17/2008	7	Washington County Health Department - Hagerstown
3/17/2008	2	Capitol MRO, Inc. - Annapolis

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
3/18/2008	11	Department of Juvenile Services - Baltimore
3/18/2008	2	Capitol MRO, Inc. - Annapolis
3/19/2008	8	Upper Shore Community Health Center - Chestertown
3/19/2008	2	Capitol MRO, Inc. - Annapolis
3/20/2008	2	Spring Grove Hospital Center - Catonsville
3/20/2008	12	Maryland State Police Headquarters - Pikesville
3/21/2008	40	Centralized Hiring Unit (Division of Correction) - Baltimore
3/21/2008	2	Capitol MRO, Inc. - Annapolis
3/24/2008	4	Regional Institute for Children & Adolescents - Baltimore
3/24/2008	14	Baltimore Juvenile Justice Center - Baltimore
3/24/2008	4	Capitol MRO, Inc. - Annapolis
3/25/2008	2	Maryland State Police Barrack "T" - Leonardtown
3/25/2008	3	Capitol MRO, Inc. - Annapolis
3/26/2008	17	Perkins Hospital Center - Jessup
3/26/2008	2	Capitol MRO, Inc. - Annapolis
3/27/2008	12	Western Maryland Correctional Hiring Unit - Hagerstown
3/27/2008	3	Capitol MRO, Inc. - Annapolis
3/31/2008	37	Centralized Hiring Unit (Division of Correction) - Baltimore
3/31/2008	29	Western Maryland Correctional Hiring Unit - Hagerstown
3/31/2008	2	Capitol MRO, Inc. - Annapolis
4/1/2008	19	Western Maryland Center - Hagerstown
4/1/2008	3	Capitol MRO, Inc. - Annapolis
4/2/2008	1	Centralized Hiring Unit (Division of Correction) - Baltimore
4/2/2008	1	State Medical Director's Office - Baltimore
4/2/2008	20	Department of Juvenile Services - Baltimore
4/2/2008	2	Capitol MRO, Inc. - Annapolis
4/3/2008	11	Centralized Hiring Unit (Division of Correction) - Baltimore
4/3/2008	25	Division of Parole and Probation - Baltimore
4/4/2008	46	Centralized Hiring Unit (Division of Correction) - Baltimore
4/4/2008	1	Capitol MRO, Inc. - Annapolis
4/7/2008	1	Centralized Hiring Unit (Division of Correction) - Baltimore

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
4/8/2008	8	Deer's Head Center - Salisbury
4/9/2008	6	Cheltenham Youth Facility - Cheltenham
4/9/2008	2	Centralized Hiring Unit (Division of Correction) - Baltimore
4/9/2008	3	Capitol MRO, Inc. - Annapolis
4/10/2008	1	Centralized Hiring Unit (Division of Correction) - Baltimore
4/10/2008	6	Maryland School for the Deaf - Columbia
4/10/2008	17	Waxter Children's Center - Laurel
4/10/2008	1	Capitol MRO, Inc. - Annapolis
4/11/2008	37	Centralized Hiring Unit (Division of Correction) - Baltimore
4/11/2008	1	Capitol MRO, Inc. - Annapolis
4/15/2008	20	Division of Parole and Probation - Baltimore
4/16/2008	1	Capitol MRO, Inc. - Annapolis
4/17/2008	2	Spring Grove Hospital Center - Catonsville
4/17/2008	31	Eastern Correctional Institution - Westover
4/17/2008	1	Internal Investigative Unit - Savage
4/18/2008	1	Spring Grove Hospital Center - Catonsville
4/18/2008	32	Centralized Hiring Unit (Division of Correction) - Baltimore
4/21/2008	4	Capitol MRO, Inc. - Annapolis
4/22/2008	5	Department of Juvenile Services - Baltimore
4/22/2008	14	Western Correctional Institution - Cumberland
4/22/2008	2	Capitol MRO, Inc. - Annapolis
4/23/2008	4	Centralized Hiring Unit (Division of Correction) - Baltimore
4/23/2008	4	Department of Juvenile Services - Baltimore
4/23/2008	3	Baltimore Juvenile Justice Center - Baltimore
4/23/2008	5	Capitol MRO, Inc. - Annapolis
4/24/2008	11	Upper Shore Community Health Center - Chestertown
4/24/2008	5	Holly Center - Salisbury
4/25/2008	2	Capitol MRO, Inc. - Annapolis
4/28/2008	37	Western Maryland Correctional Hiring Unit - Hagerstown
4/29/2008	2	Department of Juvenile Services - Baltimore

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
5/1/2008	30	Springfield Hospital Center - Sykesville
5/1/2008	4	Thomas B. Finan Center - Cumberland
5/1/2008	1	Jessup Training Building (Division of Correction) - Jessup
5/2/2008	39	Centralized Hiring Unit (Division of Correction) - Baltimore
5/5/2008	43	Maryland State Police Barrack "C" - Cumberland
5/6/2008	1	Charles County Health Department - White Plains
5/6/2008	1	Perkins Hospital Center - Jessup
5/6/2008	17	Department of Juvenile Services - Baltimore
5/6/2008	3	Capitol MRO, Inc. - Annapolis
5/7/2008	1	Spring Grove Hospital Center - Catonsville
5/7/2008	1	Centralized Hiring Unit (Division of Correction) - Baltimore
5/7/2008	2	Capitol MRO, Inc. - Annapolis
5/8/2008	24	Division of Parole and Probation - Baltimore
5/9/2008	43	Centralized Hiring Unit (Division of Correction) - Baltimore
5/9/2008	1	Springfield Hospital Center - Sykesville
5/9/2008	1	Upper Shore Community Health Center - Chestertown
5/9/2008	1	State Medical Director's Office - Baltimore
5/12/2008	49	Maryland State Police Headquarters - Pikesville
5/13/2008	11	Maryland State Police Barrack "D" - Bel Air
5/13/2008	2	Capitol MRO, Inc. - Annapolis
5/14/2008	10	Worcester County Health Department - Ocean City
5/14/2008	5	Holly Center - Salisbury
5/14/2008	4	Deer's Head Center - Salisbury
5/15/2008	1	Centralized Hiring Unit (Division of Correction) - Baltimore
5/15/2008	10	Eastern Correctional Institution - Westover
5/15/2008	49	Maryland State Police Barrack "A" (Waterloo) - Jessup
5/16/2008	35	Cheltenham Youth Facility - Cheltenham
5/16/2008	1	Division of Parole and Probation - Baltimore
5/19/2008	2	Upper Shore Community Health Center - Chestertown
5/19/2008	22	Maryland State Police Barrack "I" - Easton
5/19/2008	1	Capitol MRO, Inc. - Annapolis
5/20/2008	21	Division of Parole and Probation - Baltimore

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
5/20/2008	3	Capitol MRO, Inc. - Annapolis
5/21/2008	12	Maryland State Police Barrack "O" - Hagerstown
5/21/2008	1	Jessup Training Building (Division of Correction) - Jessup
5/21/2008	9	Capitol MRO, Inc. - Annapolis
5/22/2008	2	Regional Institute for Children & Adolescents - Baltimore
5/23/2008	36	Centralized Hiring Unit (Division of Correction) - Baltimore
5/23/2008	1	Internal Investigative Unit - Savage
5/27/2008	7	Capitol MRO, Inc. - Annapolis
5/29/2008	21	Spring Grove Hospital Center - Catonsville
5/29/2008	13	Western Correctional Institution - Cumberland
5/30/2008	20	Centralized Hiring Unit (Division of Correction) - Baltimore
5/30/2008	1	State Medical Director's Office - Baltimore
5/30/2008	1	Capitol MRO, Inc. - Annapolis
6/2/2008	1	Centralized Hiring Unit (Division of Correction) - Baltimore
6/2/2008	1	Capitol MRO, Inc. - Annapolis
6/3/2008	28	Jessup Training Building (Division of Correction) - Jessup
6/3/2008	1	Internal Investigative Unit - Savage
6/4/2008	15	Maryland State Police Headquarters - Pikesville
6/5/2008	7	Cheltenham Youth Facility - Cheltenham
6/5/2008	3	Holly Center - Salisbury
6/6/2008	1	Spring Grove Hospital Center - Catonsville
6/6/2008	39	Centralized Hiring Unit (Division of Correction) - Baltimore
6/6/2008	6	Regional Institute for Children & Adolescents - Baltimore
6/9/2008	1	Capitol MRO, Inc. - Annapolis
6/10/2008	28	Waxter Children's Center - Laurel
6/11/2008	68	Eastern Correctional Institution - Westover
6/11/2008	1	Jessup Training Building (Division of Correction) - Jessup
6/12/2008	1	Maryland State Police Barrack "J" - Annapolis
6/13/2008	5	Noyes Children's Center - Rockville

<b>DATE</b>	<b># OF COLLECTIONS</b>	<b>LOCATION</b>
6/13/2008	18	Centralized Hiring Unit (Division of Correction) - Baltimore
6/13/2008	8	Maryland State Police Barrack "C" - Cumberland
6/13/2008	2	Internal Investigative Unit - Savage
6/13/2008	1	Capitol MRO, Inc. - Annapolis
6/16/2008	1	Division of Parole and Probation - Baltimore
6/17/2008	46	Baltimore Juvenile Justice Center - Baltimore
6/17/2008	2	Capitol MRO, Inc. - Annapolis
6/18/2008	20	Western Maryland Center - Hagerstown
6/18/2008	15	Jessup Training Building (Division of Correction) - Jessup
6/18/2008	3	Capitol MRO, Inc. - Annapolis
6/19/2008	11	Rehabilitation Center - Baltimore
6/19/2008	11	Jessup Training Building (Division of Correction) - Jessup
6/20/2008	40	Centralized Hiring Unit (Division of Correction) - Baltimore
6/20/2008	4	Capitol MRO, Inc. - Annapolis
6/23/2008	29	Springfield Hospital Center - Sykesville
6/24/2008	4	Capitol MRO, Inc. - Annapolis
6/25/2008	1	Centralized Hiring Unit (Division of Correction) - Baltimore
6/25/2008	21	Division of Parole and Probation - Baltimore
6/25/2008	11	Regional Institute for Children & Adolescents - Baltimore
6/25/2008	7	State Medical Director's Office - Baltimore
6/25/2008	1	Capitol MRO, Inc. - Annapolis
6/26/2008	1	Spring Grove Hospital Center - Catonsville
6/26/2008	29	Centralized Hiring Unit (Division of Correction) - Baltimore
6/26/2008	29	Charles H. Hickey, Jr. School - Baltimore
6/27/2008	39	Centralized Hiring Unit (Division of Correction) - Baltimore
6/30/2008	4	Capitol MRO, Inc. - Annapolis

## **ATTACHMENT I-LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

- A. This Contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State Contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the Contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a Contract subject to the Living Wage.
- B. The Living Wage Law does not apply to:
1. A Contractor who:
    - a) has a State Contract for services valued at less than \$100,000, or
    - b) employs 10 or fewer employees and has a State Contract for services valued at less than \$500,000.
  2. A Subcontractor who:
    - 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. Contracts involving services needed for the following:
    - a) services with a Public Service Company;
    - b) services with a nonprofit organization;
    - c) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - d) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State Contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the Contract or program.
- D. A Contractor must not split or subdivide a Contract, pay an employee through a third party or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

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



**ATTACHMENT J - COMAR 17.04.09 TESTING FOR ILLEGAL USE OF DRUGS**

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

[http://www.dsd.state.md.us/comar/idq\\_files/search.idq](http://www.dsd.state.md.us/comar/idq_files/search.idq)

**ATTACHMENT K – MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS**

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

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

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

**ATTACHMENT L - DRUG TESTING COLLECTION  
SITES IN ALPHA ORDER BY CITY**

<b>CITY</b>	<b>AGENCY</b>	<b>LOCATION</b>
<b>ANNAPOLIS</b>	Anne Arundel County Health Department	3 Harry S. Truman Parkway
<b>ANNAPOLIS</b>	Anne Arundel County Department of Social Services	80 West Street
<b>ANNAPOLIS</b>	Capitol MRO, Inc.	175 Admiral Cochrane Drive, Suite 111
<b>ANNAPOLIS</b>	MD State Police Barrack "J" (Annapolis)	610 Taylor Avenue & Rowe Blvd.
<b>BALTIMORE</b>	Maryland Port Administration	2310 Broening Highway
<b>BALTIMORE</b>	Department of Human Resources	311 West Saratoga Street
<b>BALTIMORE</b>	Morgan State University	Cold Spring Lane & Hillen Road, Infirmary
<b>BALTIMORE</b>	Correctional Centralized Hiring Unit	6774-C Reisterstown Road
<b>BALTIMORE</b>	Maryland Rehabilitation Center	2301 Argonne Drive
<b>BALTIMORE</b>	Division of Parole and Probation	2100 Guilford Avenue, Room 302
<b>BALTIMORE</b>	Department of Public Safety & Correctional Services	6776 Reisterstown Road, Suite 309
<b>BALTIMORE</b>	Public Service Commission	6 St. Paul Street, 16 <sup>th</sup> Floor
<b>BALTIMORE</b>	Department of Labor, Licensing & Regulation	1100 North Eutaw Street, Sixth Floor
<b>BALTIMORE</b>	MD State Police Barrack "R" (Golden Ring)	8908 Kelso Drive
<b>BALTIMORE</b>	RICA – Baltimore	605 S. Chapel Gate Lane
<b>BALTIMORE</b>	State Medical Director's Office	301 West Preston Street, Room 508
<b>BALTIMORE</b>	Maryland Aviation Administration	Martin Airport, 701 Wilson Point Road
<b>BALTIMORE</b>	Maryland Department of Education	200 West Baltimore Street
<b>BALTIMORE</b>	Department of Juvenile Services	One Center Plaza, 120 W. Fayette Street
<b>BALTIMORE</b>	MD Institute for Emergency Medical Services Systems	653 W. Pratt Street
<b>BALTIMORE</b>	Department of Labor, Licensing & Regulation	500 North Calvert Street
<b>BALTIMORE</b>	Military Department	Fifth Regiment Armory

<b>CITY</b>	<b>AGENCY</b>	<b>LOCATION</b>
<b>BALTIMORE</b>	Baltimore Juvenile Justice Center	300 North Gay Street
<b>BALTIMORE</b>	Charles H. Hickey, Jr. School	2400 Cub Hill Road
<b>BEL AIR</b>	Harford County Health Department	119 Hays Street
<b>BEL AIR</b>	MD State Police Barrack "D" (Bel Air)	1401 Belair Road
<b>BOONESBORO</b>	South Mountain Rec. Area (Greenbrier State Park)	21843 National Pike
<b>CAMBRIDGE</b>	Dorchester County Health Department	3 Cedar Street
<b>CAMBRIDGE</b>	Eastern Shore Hospital Center	5262 Woods Road
<b>CATONSVILLE</b>	Spring Grove Hospital Center	55 Wade Avenue, Preston Building
<b>CENTREVILLE</b>	Queen Anne's County Health Department	206 North Commerce Street
<b>CHELTENHAM</b>	Cheltenham Youth Facility	11001 Frank Tippett Road
<b>CHESTERTOWN</b>	Upper Shore Community Health Center	300 Scheeler Road
<b>CHEVERLY</b>	Cheverly Health Center	3003 Hospital Drive – Ground Floor
<b>CLINTON</b>	RICA – Southern Maryland	9400 Surratts Road
<b>COLLEGE PARK</b>	MD State Police Barrack "Q" (College Park)	10100 Rhode Island Avenue
<b>COLUMBIA</b>	Maryland School for the Deaf	8169 Old Montgomery Road
<b>CROWNSVILLE</b>	Crownsville Veterans Cemetery	1122 Sunrise Beach Road
<b>CUMBERLAND</b>	Thomas B. Finan Center	Country Club Road
<b>CUMBERLAND</b>	MD State Police Barrack "C" (Cumberland)	1125 National Highway
<b>CUMBERLAND</b>	Western Correctional Institution	13800 McMullen Highway, SW
<b>DENTON</b>	MD State Police – Denton Detachment	3 <sup>rd</sup> and Randolph Street
<b>EASTON</b>	MD State Police Barrack "I" (Easton)	7053 Ocean Gateway
<b>ELKTON</b>	Cecil County Health Department	401 Bow Street, 1st Floor - Byers Health Ctr.
<b>FORESTVILLE</b>	MD State Police Barrack "L" (Forestville)	3500 Forestville Road
<b>FREDERICK</b>	Frederick County Health Department	300 Scholls Lane
<b>GLEN BURNIE</b>	MD State Police Barrack "P" (Glen Burnie)	6800 Aviation Boulevard

<b>CITY</b>	<b>AGENCY</b>	<b>LOCATION</b>
<b>HAGERSTOWN</b>	Washington County Health Department	1302 Pennsylvania Avenue
<b>HAGERSTOWN</b>	Division of Vocational Rehabilitation	Professional Arts Building, Suite 511
<b>HAGERSTOWN</b>	Western Maryland Center	1500 Pennsylvania Avenue
<b>HAGERSTOWN</b>	Internal Investigation Unit – Hagerstown Office	18601 Roxbury Road
<b>HAGERSTOWN</b>	MD State Police Barrack “O” (Hagerstown)	18345 Col. Henry K. Douglas Drive
<b>HAGERSTOWN</b>	Western Maryland Correctional Hiring Unit	18411 Roxbury Road
<b>JESSUP</b>	MD State Police Barrack “A” (Waterloo)	7777 Washington Boulevard
<b>JESSUP</b>	Division of Correction (Jessup Training Building)	8410 Dorsey Run Road
<b>JESSUP</b>	Clifton T. Perkins Hospital Center	8450 Dorsey Run Road
<b>LA PLATA</b>	MD State Police Barrack “H” (La Plata)	9500 Mitchell Road
<b>LAUREL</b>	Waxter Children’s Center	375 Red Clay Road
<b>LEONARDTOWN</b>	MD State Police Barrack “T” (Leonardtown)	23200 Leonard Hall Drive
<b>MCHENRY</b>	MD State Police – Garrett County Detachment	67 Friendsville Road
<b>OCEAN CITY</b>	Worcester County Health Department	WACS Center, 11827 Ocean Gateway
<b>OWINGS MILLS</b>	Rosewood Center	Clinical Services Building
<b>OWINGS MILLS</b>	Maryland Center for Public Broadcasting	11767 Owings Mills Boulevard
<b>ROCKVILLE</b>	Alfred D. Noyes Children’s Center	9925 Blackwell Road
<b>ROCKVILLE</b>	John L. Gildner RICA	15000 Broschart Road
<b>SALISBURY</b>	Salisbury District Court	Multi-Service Center, 201 Baptist Street
<b>SALISBURY</b>	Salisbury Medical Center	1104 Healthway Drive
<b>SALISBURY</b>	MD State Police Barrack “E” (Salisbury)	2765 North Salisbury Boulevard
<b>SALISBURY</b>	Holly Center	926 Snow Hill Road
<b>SALISBURY</b>	Deer’s Head Center	351 Deer’s Head Road

<b>CITY</b>	<b>AGENCY</b>	<b>LOCATION</b>
<b>SAVAGE</b>	Internal Investigative Unit	8510 Corridor Road, Suite 100
<b>SYKESVILLE</b>	Springfield Hospital Center	6655 Sykesville Road (off Rt. 32)
<b>TOWSON</b>	Baltimore County Health Department	Circuit Court Building, 401 Bosley Avenue
<b>WESTMINSTER</b>	Carroll County Health Department	290 S. Center Street
<b>WESTMINSTER</b>	MD State Police Barrack "G" (Westminster)	1100 Baltimore Boulevard
<b>WESTOVER</b>	Somerset County Health Department	7920 Crisfield Highway
<b>WESTOVER</b>	Eastern Correctional Institution	30420 Revells Neck Road
<b>WHITE PLAINS</b>	Charles County Health Department	4545 Crane Highway Building

**ATTACHMENT M – MARYLAND LIVING WAGE AFFIDAVIT**

**Affidavit of Agreement**

Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. **F10B9200023**

Offer/Bid submitted by (name of firm) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and 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 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 employees who are subject to the living wage for hours spent on a State contract for services. The Bidder/Offeror 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.

**(If applicable)** The Bidder/Offeror provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland’s Living Wage Law for the following reasons: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature Date