

Invitation for Bids (IFB)



Specimen Collections

Solicitation No: 050B3400004

Department of Budget and Management

Issue Date: September 27, 2012

NOTICE

Prospective Bidders who have received this document from the Department of Budget & Management's website or eMaryland Marketplace (<https://emaryland.buyspeed.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
Specimen Collections IFB
Project # 050B3400004

<u>DESCRIPTION</u>	<u>BEGINS ON PAGE</u>
Key Information Summary Sheet.....	4
State of Maryland Notice to Bidders.....	5
SECTION 1 – GENERAL INFORMATION	6
1.1 SUMMARY STATEMENT	6
1.2 ABBREVIATIONS AND DEFINITIONS.....	7
1.3 CONTRACT TYPE	9
1.4 CONTRACT DURATION.....	9
1.5 CONTACTS	9
1.6 PRE-BID CONFERENCE	10
1.7 QUESTIONS	10
1.8 BIDS DUE (CLOSING) DATE	11
1.9 DURATION OF BID	11
1.10 REVISIONS TO THE IFB.....	11
1.11 CANCELLATIONS; DISCUSSIONS.....	11
1.12 INCURRED EXPENSES	12
1.13 ECONOMY OF PREPARATION	12
1.14 PROTESTS/DISPUTES	12
1.15 MULTIPLE OR ALTERNATE BIDS.....	12
1.16 ACCESS TO PUBLIC RECORDS ACT NOTICE	12
1.17 BIDDER RESPONSIBILITIES	12
1.18 MANDATORY CONTRACTUAL TERMS	13
1.19 BID AFFIDAVIT	13
1.20 CONTRACT AFFIDAVIT	13
1.21 ARREARAGES.....	13
1.22 PROCUREMENT METHOD & AWARD BASIS	13
1.23 RECIPROCAL PREFERENCE.....	13
1.24 NO BID STATEMENT	14
1.25 VERIFICATION OF REGISTRATION AND TAX PAYMENT.....	14
1.26 FALSE STATEMENTS	14
1.27 EMARYLANDMARKETPLACE	14
1.28 PAYMENTS BY ELECTRONIC FUNDS TRANSFER.....	14
1.29 LIVING WAGE REQUIREMENTS	15
1.30 PROMPT PAYMENT POLICY	15
1.31 ELECTRONIC PROCUREMENTS AUTHORIZED	16
1.32 MINORITY BUSINESS ENTERPRISES	17

SECTION 2 – MINIMUM QUALIFICATIONS	18
SECTION 3 – SPECIFICATIONS.....	19
3.1 BACKGROUND	19
3.2 SCOPE OF WORK	19
3.2.1 CONTRACTOR PERSONNEL	19
3.2.2 COLLECTION SITE DESIGNATION.....	21
3.2.3 NOTICE TO CONTRACTOR OF REQUIRED SPECIMEN COLLECTIONS	22
3.2.4 COLLECTION SITE SPECIFICATIONS	25
3.2.5 COLLECTION REQUIREMENTS.....	26
3.2.6 SUBMISSION OF SPECIMEN COLLECTION DOCUMENTS....	27
3.2.7 REPORTS AND RECORDS	28
3.2.8 CONTRACTOR TESTIMONY	28
3.2.9 PAYMENT OF POSTAGE AND SHIPPING FEES.....	29
3.2.10 STATE PERSONNEL	29
3.3 CONFIDENTIALITY REQUIREMENTS	29
3.4 RIGHT TO AUDIT	29
3.5 BILLING AND INVOICING	30
3.6 INSURANCE REQUIREMENTS.....	31
3.7 PROBLEM ESCALATION PROCEDURE.....	33
SECTION 4 – BID FORMAT.....	34
4.1 GENERAL.....	34
4.2 PREPARATION/SUBMISSION OF BIDS	34
ATTACHMENTS	36
ATTACHMENT A – SAMPLE CONTRACT.....	37
ATTACHMENT B – BIDDER’S BID/PROPOSAL AFFIDAVIT	50
ATTACHMENT C – CONTRACT AFFIDAVIT	57
ATTACHMENT D – PRICE BID FORM INSTURCTIONS	61
ATTACHMENT D – <i>SEPARATE EXCEL PRICE BID FORM</i>	1-10
ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM.....	64
ATTACHMENT F – ELECTRONIC FUNDS TRANSFER (EFT) FORM	65
ATTACHMENT G – SPECIMEN COLLECTION – HISTORICAL USAGE FISCAL YEAR 2012.....	66
ATTACHMENT H – LIVING WAGE REQUIREMENTS & AFFIDAVIT FOR SERVICE CONTRACTS.....	86
ATTACHMENT I – COMAR 17.04.09 – TESTING FOR ILLEGAL USE OF DRUGS	90
ATTACHMENT J – URINE SPECIMEN COLLECTION HANDBOOK/ DRUG TESTING GUIDELINES.....	91
ATTACHMENT K – LIST OF DESIGNATED COLLECTIONS SITES	115

KEY INFORMATION SUMMARY SHEET
STATE OF MARYLAND
Specimen Collections IFB

PROJECT NUMBER 050B3400004

IFB Issue Date: 9/27/2012

IFB Issuing Office: Department of Budget & Management
Medical Services Unit

Procurement Officer: Mike Yeager
Phone: 410-260-6014
Fax: 410-974-3274
e-mail: 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 (410-260-6014)

Pre-Bid Conference: October 10, 2012, 11:00 AM (Local Time)
MDOT Headquarters
7201 Corporate Center Drive
Richard Trainor Room, 1st floor
Hanover, MD 21076

Closing Date/Time: October 26, 2012, 1:00 PM (Local Time)

Bid Opening Date/Time: October 26, 2012, 2:00 PM (Local Time)
45 Calvert Street, Room 164
Annapolis, MD 21401

NOTE

Prospective Bidders who have received this document from the Department of Budget and Management's website or eMaryland Marketplace (<https://emaryland.buyspeed.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 company name, contact name, email address, mailing address, and telephone number so that amendments to the IFB or other communications can be sent directly to them via email. Contact the Procurement Officer to obtain an electronic file of the IFB in Microsoft Word.

Minority Business Enterprises are encouraged to respond to this solicitation.

**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, or fax (410-974-3274) this completed form to the attention of Mr. Mike Yeager.

Title: Specimen Collections IFB
Project No: 050B3400004

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 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 assistance program and a procedure for employees to report their convictions.
- 1.1.2 The Department of Budget and Management is soliciting bids to obtain a Contractor to collect specimens from applicants and employees to test for the illegal use of drugs. These specifications are provided for the purpose of requesting bids to administer a centralized drug testing program (urine specimen collection only) for State job applicants and employees for a 5 year period commencing on or about January 1, 2013. The Contractor will ship the collected specimens to be analyzed to the State's Forensic Toxicology Drug Testing Lab (FTDTL); this lab testing service is provided through a separate State contract with the FTDTL.
- 1.1.3 The Department intends to make a single Contract award with regional pricing as a result of this IFB to provide statewide coverage.
 - 1.1.3.1 Regions;
 - Region I-Central Region
 - Anne Arundel County
 - Baltimore City
 - Baltimore County
 - Carroll County
 - Harford County
 - Howard County
 - Montgomery County
 - Prince George's County
 - Region II-Western Region
 - Allegany County
 - Frederick County
 - Garrett County

- Washington County
- Region III-Eastern/Southern Region
 - Calvert County
 - Caroline County
 - Cecil County
 - Charles County
 - Dorchester County
 - Kent County
 - Queen Anne's County
 - Somerset County
 - St. Mary's County
 - Talbot County
 - Wicomico County
 - Worcester County

1.2 Abbreviations and Definitions

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

- a. **Agency** – The specific State government agency requesting the Collection Occurrence.
- b. **ATR** (Agency Technical Representative) – The person assigned by the Agency to ensure compliance with the State's drug testing requirements.
- c. **Bid** – The per Collection, Hour, and Block of Time Rate, as the case may be, submitted by the Bidder on the IFB Attachment D – Specimen Collection Price Bid Form.
- d. **Bidder** – An entity that submits a Bid in response to this IFB.
- e. **BPW** – The Maryland Board of Public Works.
- f. **Business Days**– The official working days of the week to include Monday through Friday. Official working days excludes State observed holidays and other days when the State as a whole is officially closed. For the purposes of this Contract holidays and other days when the State as a whole is closed are collectively referred to as Holidays (**State Holidays, can be found at: www.dbm.maryland.gov – keyword: State Holidays**). Any time the Contractor is to provide a service Monday through Friday, to include State observed Holidays, the description of these circumstances in the IFB will be “Monday through Friday Including Holidays”.

- g. **CCF (Custody and Control Form)** – The form provided by the FTDTL that accompanies each specimen and documents chain of custody.
- h. **CFR** – Code of Federal Regulations.
- i. **CJIS** – Criminal Justice Information System – A program administered by the Department of Public Safety and Correctional Services that is responsible for receiving, maintaining & disseminating Maryland’s criminal history records.
- j. **Collection Occurrence** – A single specimen collection or series of specimen collections scheduled by an ATR to occur at a specific collection site on a specific date at a specific time or specific span of time.
- k. **Collector** – An individual hired or contracted with the Contractor who is assigned to travel to collection sites and conduct urine specimen collections in accordance with the provisions of this Contract.
- l. **Collector Error** – A mistake committed by the Collector during the collection process. The MRO is responsible for designating collection errors as: non-fatal flaws, which do not require cancellation of the drug test, or fatal flaws which require cancellation of the drug test and recollection of the specimen.
- m. **COMAR** – The Code of Maryland Regulations (available at www.dsd.state.md.us). Any reference to Regulation or Statute is as amended.
- n. **Contract** – The Contract entered into between the Department and the selected Bidder responding to this IFB. The Contract will include all general State terms and conditions, and will incorporate the entire IFB, including any amendments and addenda. A sample contract is included as Attachment A to this IFB.
- o. **Contract Award** – The date the Contract is signed by the Department following approval of the Contract by the Board of Public Works.
- p. **Contract Manager** – The individual designated by the Department as the point-of-contact who monitors the daily activities of the Contract and provides guidance to the Contractor after the Contract is awarded, and has the authority and knowledge to resolve issues between the using agencies and the Contractor on behalf of the Department. See Section 1.5B for the designated Contract Manager. The Department may change the Contract Manager at any time by written notice to the Contractor.
- q. **Contractor** – The selected bidder; the entity awarded the Contract for the procured services identified in this IFB.
- r. **Department** – The Department of Budget and Management.
- s. **Drug Testing Guidelines** – The guidelines promulgated by SAMHSA for federal workplace drug testing programs in the Urine Specimen Collection Handbook.
- t. **FTDTL** – Forensic Toxicology Drug Testing Laboratory.
- u. **IFB** – Invitation for Bids.
- v. **Immediately** – An action that is to be acted upon in a timely manner in priority to any other action that would normally occur.
- w. **Local Time** – The time in the Eastern Time Zone as observed by the State.
- x. **Minority Business Enterprise** – An entity so certified by the MD Department of Transportation under COMAR 21.11.03.
- y. **MRO (Medical Review Officer)** – A licensed physician with knowledge of substance abuse disorders who verifies whether results are positive or negative.

- z. **Notice To Proceed (NTP)** – A formal notification issued by the Procurement Officer that directs the Contractor to begin performance of work as of a specified date.
- aa. **Procurement Officer** – The State representative responsible for this IFB and the determination of Contract scope issues and the only State representative who can authorize changes to the Contract. See Section 1.5A for the designated Procurement Officer. the Department may change the Procurement Officer at any time by written notice to the Contractor.
- bb. **SAMHSA** – Substance Abuse & Mental Health Services Administration of the U.S. Department of Health & Human Services.
- cc. **Scheduler** – An individual employed by the Contractor and designated by the Contractor to be responsible for scheduling urine specimen collections as requested by ATRs.
- dd. **Specimen** – The urine collected for testing purposes.
- ee. **State of Maryland Business Hours** – 8:00 am-5:00 pm Local Time; Monday-Friday excluding Holidays.

1.3 Contract Type

The Contract that results from this IFB shall be an Indefinite Quantity Contract with Firm Fixed Unit Prices in accordance with COMAR 21.06.03.06 and 21.06.03.02.

1.4 Contract Duration

1.4.1 The Contract that results from this IFB shall commence as of the date the Contract is signed by the Department following approval of the Contract by the Board of Public Works.

1.4.2 As of January 1, 2013, or later date as contained in a Notice to Proceed issued by the Procurement Officer the Contractor shall perform all activities required by the Contract, including the requirements of the IFB, for the compensation contained in the Bid Form.

1.4.3 The duration of the Contract will be for five years from the date of commencement through December 31, 2017.

1.5 Contacts

- A. **Prior to the award of the Contract**, the sole point of contact in the State for purposes of this IFB is the Procurement Officer, as follows:

Mr. Mike Yeager, Procurement Officer
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

- B. **After the Contract is awarded**, the Contract Manager will monitor daily activities of the Contract and provide guidance to the Contractor.

The Contract Manager 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

1.6 Pre-Bid Conference

A Pre-Bid Conference (Conference) will be held on **October 10, 2012, beginning at 11:00 AM (Local Time), at MDOT Headquarters, 7201 Corporate Center Drive, Richard Trainor Room 1st Floor, Hanover, MD 21076.** All interested bidders should attend the conference in order to facilitate better preparation of their bids and a better understanding of the IFB requirements.

As promptly as feasible after the Conference, a summary 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 Conference, all potential Bidders planning to attend are asked to email the Pre-Bid Conference Response Form (Attachment E) or call the Procurement Officer by **October 4th, 2012.** If there is a need for sign language interpretation and/or other special accommodations due to a disability, please provide at least five days advance notice. The Department will make reasonable efforts to provide the necessary accommodation.

1.7 Questions

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

Questions shall also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide

whether an answer can be given before the bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, shall be distributed to all prospective Bidders who are known to have received a copy of the IFB.

1.8 Bids Due (Closing) Date

An unbound original and three copies of each Bid plus an electronic version on Compact Disk (CD) or flash drive of the Bid must be received by the Procurement Officer at the address listed in Section 1.5A no later than **October 26, 2012, 1:00 PM (Local Time)** in order to be considered. Requests for extension of this date or time will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received by the Procurement Officer after the closing time and date will not be considered. **Bids may not be submitted by email or facsimile.**

Bids will be opened **October 26, 2012, 2:00 PM (Local Time)**, in Room 164, 45 Calvert Street, Annapolis, MD 21401, in accordance with the provisions of COMAR 21.05.02.11B. Bids will be available for public inspection 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 with the 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 to have obtained this IFB. Amendments will be posted on the Department website (www.dbm.maryland.gov) and through eMaryland Marketplace.

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

1.11 Cancellations; Discussions

The State reserves the right to cancel this IFB and 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 how the Bidder proposes to meet 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

Multiple or alternate Bids shall not be accepted.

1.16 Access to Public Information Act Notice

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

Bidders are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed. (See COMAR 21.05.08.01) **Information which is claimed to be confidential is to be submitted with the original copy of the Bid only.**

1.17 Bidder Responsibilities

The State shall enter into a Contract only with the selected Bidder. Subcontractors must be identified and a complete description of their roles in the Bid must be included in the Bid. The selected Bidder shall be responsible for all services required by this IFB.

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

applicable, the Bid shall 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. **A Bid that takes exception to these terms may be rejected.**

1.19 Bid Affidavit

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

1.20 Contract Affidavit

A Bid submitted by a Bidder shall be accompanied by a completed Contract Affidavit. A copy of this Affidavit is included as **Attachment C: Contract Affidavit**. For purposes of this Affidavit, in terms of Corporation Registration and Tax Payment, please note that any company incorporated outside of Maryland is considered a “foreign” company.

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 & Award Basis

This Contract shall be awarded in accordance with the competitive sealed bidding process under COMAR 21.05.02. The State will award the Contract to the responsive and responsible Bidder submitting the most favorable Bid price (see COMAR 21.05.02.13) for providing the services specified in this IFB. In the event of a tie Bid, the process documented in COMAR 21.05.02.14 shall apply.

1.23 Reciprocal Preference

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

law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

1.24 No Bid Statement

Vendors not responding to this solicitation are requested to submit the Notice to Bidders form (see page 5) that includes the company information and the reason for not responding.

1.25 Verification of Registration and Tax Payment

Before a corporation can do business in the State, 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.

1.26 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.

1.27 eMarylandMarketplace

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the Department website (www.dbm.maryland.gov) and other means for transmitting the IFB and associated materials, a summary of the Pre-Bid Conference, Bidders' questions and the Department responses, addenda and other solicitation information will be provided via eMM (<https://emaryland.buyspeed.com>).

A Bidder must be registered on eMM to receive a Contract award. Registration is free.

1.28 Payments by Electronic Funds Transfer (EFT)

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder shall register using the form COT/GAD X-10 Contractor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is provided as Attachment F and can be downloaded at the following URL: http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf

1.29 Living Wage Requirements

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

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 has been deemed to be a Tier 1 Contract.

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.

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

1.30 PROMPT PAYMENT POLICY

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the

prompt payment of all subcontractors on non-construction procurement contracts. The successful Bidder who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §29 (see Attachment A). Additional information is available on the GOMA website at:

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

1.31 ELECTRONIC PROCUREMENTS AUTHORIZED

- 1.31.1 The Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.
- 1.31.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP, IFB or the Contract.
- 1.31.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.
- 1.31.4 In addition to specific electronic transactions specifically authorized in other sections of this RFP or IFB (e.g. §1.28 related to electronic funds transfer (EFT)) and subject to the exclusions noted in § 1.31.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
 - A. The Procurement Officer may conduct this procurement using eMarylandMarketplace, e-mail or facsimile to issue:
 - a. the solicitation (e.g. the RFP or IFB);
 - b. any amendments;
 - c. pre-bid conference documents;
 - d. questions and responses;
 - e. communications regarding the solicitation or bid to any Bidder or potential Bidder including requests for cure, clarification, explanation, or removal of elements of a Bidder’s bid deemed not acceptable;
 - f. notice that a bid is non-responsive, that a Bidder does not meet minimum qualifications and notices of award selection or non-selection; and
 - g. the Procurement Officer’s decision on any protest or Contract claim.

B. A Bidder or potential Bidder may use e-mail or facsimile to:

- a. ask questions regarding the solicitation;
- b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer; or, submit a "No Bid Response" to the solicitation.

C. The Procurement Officer, the State's Contract Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in § 1.31.5 of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Administrator .

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

- a. submission of initial bids or proposals;
- b. filing of protests;
- c. filing of Contract claims;
- d. submission of documents determined by the Department to require original signatures (e.g. Contract execution, Contract modifications, etc); or
- e. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.

1.31.6 Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP or IFB, the Contract, or in the direction from the Procurement Officer or Contract Administrator.

1.32 MINORITY BUSINESS ENTERPRISES

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

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Experience

Bidder must provide references from three projects over \$25,000 each from current and/or previous customers within the immediate past three years who are capable of documenting direct experience by the Bidder in providing Specimen Collections. Each of the three references shall include:

1. Name of organization;
2. Name, title and telephone number of point of contact for organization;
3. Total value of each previous contract (**must be over \$ 25K**);
4. Type and duration of contract, products and/or services provided, scope of the contract, geographic area supported, etc; and
5. Explanation of why the Bidder is no longer providing services to the organization, if the Bidder is no longer serving this client.

2.2 Emergency Collection Experience

Bidder must provide references from three current and/or previous customers within the immediate past three years who are capable of documenting direct experience by the Bidder in providing Emergency Specimen Collections within a four hour time period. Each of the three references shall include:

1. Name of organization;
2. Name, title and telephone number of point of contact for organization;
3. Type, value, and duration of contract, products and/or services provided, scope of the contract, geographic area supported, etc; and
4. Explanation of why the Bidder is no longer providing services to the organization, if the Bidder is no longer serving this client.

NOTE: At least one reference within the immediate past three years must confirm a minimum of **\$500** worth of emergency collection experience.

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SECTION 3 – SPECIFICATIONS

3.1 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 in conjunction with certain personnel actions. The Contract to result from this IFB will provide for Statewide urine specimen collection for all State agencies except those covered by the U.S. Department of Transportation drug testing requirements. The Contractor shall provide all labor, materials as described in 3.2.4.1.2 (9&10) and equipment necessary for the on-site collection of the specimens and facilitate shipping of the specimens from the State-designated collection sites to the FTDTL. Attachment K contains a list of locations designated as collection sites.

The number of specimens collected under the current Contract averaged **5,496 per year or 422 per month** for each year of the current Contract. These figures are based on the number of collections per year over the past four and one-half years of the current Contract. These estimates are not to be construed as guarantees of the number of yearly or monthly collections that may occur under this Contract. In the past four and one-half years, there have been as few as 143 and as many as 652 collections per month.

Attachment G (Specimen Collection – Historical Usage Fiscal year 2012) provides detailed information on the State's usage from July 1, 2011 through June 30, 2012. Please review Attachment G carefully to ensure a thorough understanding of the requirements of this Contract.

3.2 SCOPE OF WORK

The on-site collection and submission of specimens shall be conducted in accordance with SAMHSA's Drug Testing Guidelines for single specimen collections (Attachment J), as well as COMAR 17.04.09 (Attachment I). The State Medical Director functions as the MRO for the State's drug testing program.

3.2.1 Contractor Personnel

- 3.2.1.1 Prior to undertaking duties under this Contract, all assigned specimen Collectors shall meet the training requirements specified in §40.33 of 49 CFR Part 40 and shall maintain compliance with these training requirements throughout the duration of this Contract. The Contractor must submit certification of compliance with this provision to the Contract Manager as to each Collector.

- 3.2.1.2 The Contractor shall obtain CJIS State and Federal background checks confirming the absence of a felony conviction for each Collector assigned to perform Collection Occurrences under this Contract. It is preferred that a CJIS State background check be completed prior to each Collector undertaking duties under this Contract. In the event a CJIS State background check is not completed prior to a given Collector commencing duties under this contract, that Collector may not work under the Contract for more than thirty calendar days without the completion of a CJIS State background check. A CJIS Federal background check must be completed within four months of a given Collector undertaking duties under the Contract. All Collectors assigned by the Contractor during the term of this Contract must meet these background check requirements. The Contractor shall provide a written affidavit to the Contract Manager from time to time certifying that the required background check has been obtained for each assigned Collector and that the background check confirmed that there were no felony convictions for that Collector no later than thirty calendar days of the Collector commencing duties under the Contract.
- 3.2.1.3 Within ten Business Days after Contract Award, the Contractor shall submit a Communications Plan to the Contract Manager. This Plan shall include the names, phone numbers (including cell phones) and e-mail addresses for all key contact personnel to facilitate communications with the Contractor. The Plan shall designate a Scheduler, who will be available during State of Maryland Business Hours to work with ATRs to schedule Collection Occurrences in a timely and orderly manner. The Plan shall also identify a minimum of two key contact personnel (primary and secondary, one of which may also be identified as the Scheduler) who are available after State of Maryland Business Hours to accommodate requests for after-hours Collection Occurrences. Updated information shall be submitted to the Contract Manager as often as necessary. The State reserves the right to approve the individual(s) designated as Scheduler(s).
- 3.2.1.4 The Contractor shall obtain a drug and alcohol test for each Collector assigned to perform Collection Occurrences under this Contract. A drug and alcohol test shall be completed prior to any Collector providing services under this Contract and annually thereafter. The Contractor shall provide a written affidavit to the Contract Manager, prior to any Collector providing services under this Contract and annually thereafter on the Contract anniversary date, certifying that a negative drug and alcohol test finding has been obtained for each Collector. The State reserves the right to reject any Collector who fails to meet the requirements of the IFB.

The administered drug test will be consistent with the State's policy for the testing of State applicants/employees as updated from time to time. The current policy is identified in COMAR 17.04.09 (Attachment I) and the chart below:.

DRUGS	INITIAL SCREENING LIMITS	CONFIRMATION TESTING LIMITS
Amphetamines	1,000 ng/mL	500 ng/mL
Barbiturates	200 ng/mL	200 ng/mL
Benzodiazepines	200 ng/mL	100 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Opiates	300 ng/mL	300 ng/mL
PCP (Phencyclidine)	25 ng/mL	25 ng/mL
Marijuana	50 ng/mL	15 ng/mL

For drug testing of the Contractor's personnel, the Contractor shall follow the latest Drug Testing Guidelines (Attachment J) for testing and reporting of specimens.

3.2.1.5 The Contractor's on-site personnel shall wear appropriate business/casual attire at all times while performing Collection Occurrence duties under this contract (no shorts, flip-flops or business inappropriate attire).

3.2.1.6 Physical Security:

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

3.2.1.6.2 At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badging, and wearing the badge in a visual location at all times.

3.2.2 Collection Site Designation

3.2.2.1 The Contract Manager shall maintain a list of designated Collection Occurrence sites (Attachment K) to ensure there are sufficient sites geographically dispersed throughout the State. The Contract Manager reserves the right to designate or substitute additional Collection Occurrence sites on an as-needed basis throughout the duration of this Contract. Additional/substitute Collection Occurrence sites will only be designated in very unusual circumstances, such as the relocation or closing of a State agency or as required by court order or legislative mandate. Except for these very unusual circumstances, Collections Occurrences can only be conducted at undesignated Collection Occurrence sites with the explicit approval of the

Contractor and the ATR, after consultation with the Contract Manager.

- 3.2.2.2 The ATR shall select a Collection Occurrence site from the designated list for each Collection Occurrence occasion unless the Contractor agrees to schedule the Collection Occurrence at an alternative location.
- 3.2.2.3 The ATR will typically be present onsite for the entire duration of scheduled Collection Occurrences.

3.2.3 Notice to Contractor of Required Specimen Collections

- 3.2.3.1 **Regular Collections** - The ATR shall provide a written request (email preferred) to the Contractor with an approximate number of donors scheduled for Collection Occurrences, indicating a specific Collection Occurrence site and scheduled times, at least three Business Days prior to each Collection Occurrence. At the request of the ATR, the Contractor shall schedule Collection Occurrences up to sixty calendar days in advance. The Contractor shall perform all requested Collection Occurrences within twenty calendar days of request, unless the ATR authorizes otherwise. Due to the approximate number of donors scheduled for any given Collection Occurrence, the Contractor shall always have available a significant number of Collection Occurrence kits in excess of the approximate number of scheduled Collection Occurrences for any given Collection Occurrence.
- 3.2.3.2 **Additional Regular Collections (unscheduled)** – The unscheduled regular Collection Occurrence requirement **applies to requests from the Department of Public Safety and Correctional Services (DPSCS) only.**

During any regular Collection Occurrence, the DPSCS ATR reserves the right to request that the Collector remain at the Collection Occurrence site to perform additional unscheduled Collection Occurrences. The Collector will not be required to remain at the Collection Occurrence site for more than 30 minutes beyond the pre-scheduled time frame for the Collection Occurrence to conduct the additional unscheduled Collection Occurrences, unless the ATR provides at least 24 hours advance notice of the additional Collection Occurrences and the extended time frame or the Contractor agrees to do so.

- 3.2.3.3 **Block Time Collections** - The ATR may schedule a Collection Occurrence that requires the Collector to remain at the Collection Occurrence site over a specified time period. Although there may be periods of time in which no Collection Occurrences are performed, the Collector must remain at the Collection Occurrence site to perform Collection Occurrences for all persons who present themselves for a specimen Collection Occurrence during the scheduled block of time. If the Collector is required to remain at the Collection Occurrence site to perform

Collection Occurrences during a single block time Collection Occurrence, the Contractor will be paid a block time fee as specified on its Bid. This block time fee will represent the total compensation to the Contractor for as many or as few collections as the Contractor can complete in either a four (4) hour or eight (8) hour time frame during the Collection Occurrence. Either the four (4) hour or eight (8) hour time frame will be communicated by the ATRs during the initial scheduling request with the Contractor.

If a four (4) hour block is scheduled and the Agency requests the Contractor to stay longer, and the Contractor agrees to do so, the Contractor will be paid for all time in excess of the scheduled block time by the minute, prorated from the block time rate.

For example, 4 hours equals 240 minutes. If the 4 hour block time fee (rate) is \$240, the per minute rate is \$240 divided by 240 minutes, which equals \$1 per minute. If the Contractor is requested and agrees to stay for an additional 40 minutes, the Contractor will be paid for an additional 40 minutes at \$1 per minute, for an additional amount of \$40.

Conversely, if the Contractor is dismissed prior to the completion of the time block for which it's scheduled, the Contractor will be paid the full rate for the applicable block of time for which it's scheduled. Any such dismissal must be approved in writing by the ATR.

- 3.2.3.4 **Regular Collections: Donor No Show Fee** - The Contractor is permitted to charge an amount equivalent to 50% of the firm fixed unit price for a single regular collection specified on the Contractor's Bid Sheet (Attachment D, row A1) for each Collection Occurrence for which a collector travels to a Collection Occurrence site but performs no Collection Occurrences because the scheduled donor(s) fails to appear. The donor no-show fee does not apply if the ATR provides at least 24 hours advance notice of cancellation to the Contractor, or the Collection Occurrence is scheduled at the Contractor's office, or the Contractor performs at least one Collection Occurrence during the scheduled Collection Occurrence. The Collector must remain on site for 15 minutes after the first scheduled Collection Occurrence with no Collection Occurrence occurring before a no show fee may apply.

The Collector shall document in writing, including signature, scheduled donor, and date, all donor no shows. The ATR if present onsite shall provide signature approval of such documentation prior to the Collector's departure from the site. A copy of the documentation shall accompany the invoice.

- 3.2.3.5 **Regular Collections: Collector No Show/Late Fee** – Agencies are permitted to deduct an amount equivalent to 50% of the firm fixed unit price for a single regular Collection Occurrence specified on the Contractor's Bid Sheet (Attachment D, row A1) for each scheduled Collection Occurrence for which a Collector fails to appear

or arrives 30 or more minutes late for the first scheduled Collection Occurrence. The Collector no-show fee does not apply if the Contractor provides at least 24 hours advance notice of cancellation via email to each ATR who had Collection Occurrences scheduled during the cancelled Collection Occurrence.

- 3.2.3.6 **Emergency Collections** - (e.g., reasonable suspicion and post-accident testing) – The ATR shall provide the Contractor with the number of donors, indicating a specific Collection Occurrence site and scheduled times, as soon as possible after the need for an emergency Collection Occurrence is determined. The ATR shall communicate the required emergency Collection Occurrence time frame at the time of the emergency Collection Occurrence request. The Contractor shall respond as expeditiously as possible after notification from the ATR. The Collection Occurrence shall be completed within 6 hours of notification, unless circumstances dictate a Collection Occurrence be completed within 4 hours of notification. The designation of the emergency Collection Occurrence time is at the sole discretion of the ATR.

Requests for emergency Collection Occurrences may occur at any time of day or night, on any day of the week, and at any collection site. Consequently, the Contractor must ensure that this service is available throughout the entire State, 24 hours a day, 7 days a week. During the past four and a half years, emergency collections were required an average of 64 times per year.

- 3.2.3.7 **Emergency Collections: Donor No Show Fee** - The Contractor is permitted to charge an amount equivalent to 50% of the firm fixed unit price for emergency collections specified on the Contractor's Bid (Attachment D, row C2) if a donor fails to attend a scheduled emergency Collection Occurrence. The Collector must remain at the Collection Occurrence site for 30 minutes after the first scheduled Collection Occurrence with no Collection Occurrence occurring before a no show fee may be applied.

The Collector shall document in writing, including signature, scheduled donor, and date, all emergency donor no shows. The ATR if present onsite shall provide signature approval of such documentation prior to the Collector's departure from the site. A copy of the documentation shall accompany the invoice.

- 3.2.3.8 **Emergency Collections: Collector No Show/Late Fee** - Agencies are permitted to deduct an amount equivalent to 50% of the firm fixed unit price for emergency Collection Occurrences specified in the Contractor's Bid (Attachment D, row C2) for either the four (4) hour Collection Occurrence requirement or the six (6) hour Collection Occurrence requirement for each scheduled Collection Occurrence for which a Collector fails to appear or arrives 30 or more minutes late for the first scheduled Collection Occurrence.

3.2.4 Collection Site Specifications

3.2.4.1 The State is responsible for any physical modifications that may be necessary to designate a site as acceptable for Collection Occurrence purposes. The Contractor shall have primary responsibility for assuring Collection Occurrence site requirements are maintained at all times. At a minimum, the Contractor shall assure:

3.2.4.1.1 The Collection Occurrence site has all necessary materials, equipment, facilities and supervision to provide collection, security, storage and transportation of specimens to the FTDTL, as specified in the Drug Testing Guidelines (Attachment J).

3.2.4.1.2 All ten items below are to always be available at the collection site. Items #1-8 (below) are provided by the State's Forensic Technology Drug Testing Laboratory (FTDTL) under a separate State contract. Items 9 & 10 shall be provided by the Specimen Collection Contractor.

The Contractor is responsible for requesting an adequate quantity of all items 1-8 from the FTDTL in a timely manner to ensure the availability of these items for collections. If the FTDTL does not provide requested items 1-8 in a timely manner the Contractor shall so inform the Contract Manager.

Supplies provided by the State's FTDTL Contractor:

- 1) Single-use plastic collection containers
- 2) Single-use plastic specimen bottles
- 3) Temperature strips capable of temperature readings between 90°-100°F (32°-38°C)
- 4) CCFs, which identify the donor by barcode
- 5) Tamper-evident seals
- 6) Leak-resistant plastic bags with two sealable compartments or pouches
- 7) Absorbent material
- 8) Pre-paid shipping containers

Supplies provided by the Specimen Collection Contractor:

- 9) Bluing agent
- 10) Disposable gloves

3.2.4.2 Each Collection Occurrence site has restroom facilities that are private, clean, well lighted and sufficiently secure to prevent compromise during the collection of specimens in accordance with the Drug Testing Guidelines (Attachment J).

The water supply inside the restroom must be turned off during the Collection Occurrence. The Collection Occurrence site must also have a source of water external to the restroom where the collection occurs for hand-washing and a suitable, clean surface for the Collector's work area. If an external water source is not available, waterless cleanser or moist towelettes are acceptable alternatives.

- 3.2.4.3 When the State cannot dedicate a site solely for the purpose of Collection Occurrence, the location used for Collection Occurrence will be secure during Collection Occurrence operations. No unauthorized personnel shall be permitted in any part of the Collection Occurrence site where urine specimens are collected or stored.
- 3.2.4.4 For any issues arising during the collection, the Collector shall apprise the ATR, who will typically be available onsite for collections as described in § 3.2.2.3, of the issue. If the ATR who scheduled the collection is not available, the Contractor shall then contact the ATR's back-up and/or the Contract Manager (in that order). In any event, the Contractor shall advise the Contract Manager of any site deficiencies no later than the next business day.

3.2.5 Collection Requirements

- 3.2.5.1 To ensure that required chain of custody and Collection Occurrence control are maintained, the Contractor shall strictly follow the Collection Occurrence procedures for single specimens, as specified in the Drug Testing Guidelines (Attachment J) and COMAR 17.04.09 (Attachment I). The Contractor shall comply with any revisions or clarifications to the Drug Testing Guidelines (Attachment J) and COMAR to assure continued conformance with the requirements.
- 3.2.5.2 When the donor arrives at the Collection Occurrence site, the Contractor shall require the donor to provide acceptable photo identification as specified in the Drug Testing Guidelines (Attachment J).
- 3.2.5.3 The donor may provide a Collection Occurrence specimen in a stall or otherwise partitioned area that allows for privacy. The Collector shall note any unusual behavior by the donor on the CCF and shall immediately apprise the ATR.
- 3.2.5.4 The Collector shall assure that the CCFs, which are supplied by the FTDTL Contractor, are completed accurately and in accordance with the Drug Testing Guidelines (Attachment J).

- 3.2.5.5 The Collection Occurrence shall not be split into two samples. If the donor cannot provide a specimen or there is not sufficient urine in the container, the Contractor shall apprise the ATR and follow the procedure for “Insufficient Specimen” as specified in the Drug Testing Guidelines (Attachment J). The ATR is responsible to direct the donor to remain at the Collection Occurrence site for the required time period.
- 3.2.5.6 Typically, the Contractor should immediately prepare the Collection Occurrence specimen for shipment to the FTDTL. If the specimen cannot be shipped immediately, it shall be appropriately secured during temporary storage. In no instance shall the Collection Occurrence specimen be stored for longer than 24 hours after collection prior to shipment.
- 3.2.5.7 The Contractor shall adhere strictly to the schedule established by the ATR for each Collection Occurrence. If there is a need to modify the Collection Occurrence schedule, the Contractor shall immediately advise the ATR and request a modification. If the ATR doesn’t approve the modification the Contractor shall strictly adhere to the Collection Occurrence schedule established by the ATR. Any modifications to the Collection Occurrence schedule will be at the sole discretion of the ATR. The Contractor must meet the schedule or provisions of Section 3.2.3.5 will apply.
- 3.2.5.8 When a direct observed Collection Occurrence is required, the Collector must be of the same gender as the donor. In such instances, the Contractor will be given advance notice of specific gender requirements and must accommodate such requests. Direct observed Collection Occurrences shall only be required with specific authorization from the ATR or the MRO for the conditions specified in the Drug Testing Guidelines. Between February of 2008 and June of 2012, there were 8 collections that were directly observed.
- 3.2.5.9 The Contractor shall immediately rectify all Collector Errors in accordance with the procedures specified in the Drug Testing Guidelines (Attachment J) and to the satisfaction of the MRO.

3.2.6 Submission of Specimen Collection Documents

- 3.2.6.1 Within 3 Business Days of each Collection Occurrence, the Contractor shall submit the MRO’s copy of the CCF, and a copy of the Authorization Form for Release of Records & Information (HIPAA Authorization) to the Contract Manager.
- 3.2.6.2 Any Collection Occurrence documentation received by the State that is not timely, or that is incomplete or contains erroneous information may be subject to verification and/or possible non-payment by the State. Any contested invoices will be paid by the State when the Contractor has satisfied the submission requirement

as stated within this IFB and or provides an accurate/corrected invoice. Satisfaction of the above requirements will be determined in the sole discretion of the Contract Manager.

3.2.7 Reports and Records

- 3.2.7.1 The Contractor shall maintain all records for a minimum of five years unless advised otherwise by the State.
- 3.2.7.2 All records are subject to the Federal Privacy Act, 5 USC 552a, and other applicable Federal and State laws and regulations and shall be maintained and used with the highest regard for donor privacy. No records or documents shall be released without the prior written approval of the Contract Manager unless such release is specifically provided for herein.
- 3.2.7.3 Current Certificate of Insurance (See Section 3.6.2.7) due at each Contract anniversary date shall be submitted to the State Contract Manager.
- 3.2.7.4 The State reserves the right to edit/change any and all reporting formats. The Contractor is not entitled to any additional payment due to any such change, unless such change clearly requires substantial effort by the Contractor to accommodate. If so, the change will be done by Contract amendment.

3.2.8 Contractor Testimony

- 3.2.8.1 As requested in writing by the State, the Contractor shall make Contract personnel or administrative staff available to provide a deposition or testimony and documentation as required to support any administrative and/or court actions. No personnel provided for testimony shall have been convicted of perjury or of any felony crime.
- 3.2.8.2 If any Contract personnel are required to provide a deposition or testimony, the Contractor will be paid for each person pre-authorized by the Contract Manager. The Contractor will be paid the firm fixed hourly rate, or a prorated portion thereof (rounded up in 15-minute increments) as specified on its Bid Sheet, that each authorized person spends preparing for and/or providing the actual deposition or testimony. Each authorized person must document in writing the nature and rationale for any billable preparation time, to the satisfaction of the Contract Manager. The Contractor shall immediately apprise the Contract Manager of any summons, subpoena or deposition.
- 3.2.8.3 The Contractor will also be paid the firm fixed hourly rate, or prorated portion thereof, for all time spent by each pre-authorized person traveling within Maryland

to attend a deposition, hearing or court session which is more than 30 miles from the Contract Manager's office in Baltimore. Billing for travel time and mileage is only allowed for travel outside the above prescribed 30-mile radius.

- 3.2.8.4 For any authorized travel beyond the referenced 30-mile radius, the Contractor will also be reimbursed for mileage expenses at the same rate paid to State employees and from time to time, amended by the State (55.5 cents per mile as of July 1, 2012).

3.2.9 Payment of Postage and Shipping Fees

The Contractor shall pay all postage and shipping fees related to information submitted to the State, including forms and reports. **This excludes postage or shipping fees related to the transportation of specimens, which shall be paid by the State's Forensics Toxicology Drug Testing Laboratory (FTDTL) Contractor.**

3.2.10 State Personnel

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

3.3 CONFIDENTIALITY REQUIREMENTS

- 3.3.1 The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with COMAR 17.04.09.14 (Attachment I). The Contractor shall further comply with any applicable State and Federal confidentiality requirements regarding collection, maintenance and use of health and financial information, including 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.) all as updated from time to time.

3.4 RIGHT TO AUDIT

- 3.4.1 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 five years subsequent to the termination of this Contract. In all cases, records shall be retained until final resolution of any audit questions or any pending litigation.

- 3.4.2 The State reserves the right to derive data from, or to inspect for review and analysis, the records held by the Contractor during State business hours. The right to audit shall include:
 - 3.4.2.1 Authorization to visit the Contractor's premises and or storage premises and access to all records and documents which relate to payment or nonpayment made by the Contractor and charged to the State; and
 - 3.4.2.2 Full access by the State or its designee to all claims records and documents relating to specimen collections, and any other items needed for cost and outcome studies.

3.5 BILLING AND INVOICING

- 3.5.1 Contractor shall bill the Agency requesting the Collection Occurrences for all services associated with such Collection Occurrences and shall be responsible for the payment of all fees associated with the requested Collection Occurrences. Except for billing for the last month of the Contract as described in § 3.5.4, Contractor shall send copies of all Agency invoices and all signed no show donor documentation to the Contract Manager by the 8th of the month for review for pricing accuracy. This review will be completed within one (1) week so that verified correct invoices are submitted by the 15th of the month following the month during which collections were performed to each Agency for which collections were performed in a timely and accurate manner in accordance with this section and the attached Contract. Invoices shall contain:
 - a) Contractor's name, address and federal tax identification number
 - b) Invoice number, billing date and the Department-issued Contract number
 - c) Date, collection site, bar code and unit price of each collection
 - d) Agency name
 - e) Name and social security number of each donor
 - f) Clear identification of all emergency collections
 - g) Total number of and total amount charged for all collections performed
 - h) Unit price, quantity and total price for other services (e.g. testimony, travel, etc.).
- 3.5.2 The Department reserves the right to have Agencies reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required reports within the timeframe specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. The Contractor will receive withheld funds once satisfactory performance is achieved and/or outstanding

reports are submitted and approved by the Contract Manager. Final invoice payment is contingent upon receipt and approval of all program reports by the Contract Manager.

- 3.5.3 The Contractor shall bill the State using the appropriate regional pricing, as submitted on the Contractor's Bid Sheet (Excel Attachment D – Price Bid Form). The regions are listed in Section 1.1.3.1 of this solicitation.
- 3.5.4 After the termination of this Contract, Contractor shall provide all invoices and supporting documentation to the Contract Manager within 45 calendar days. Any invoice received more than 45 calendar days after the end of the Contract will not be paid.

3.6 INSURANCE REQUIREMENTS

- 3.6.1 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 as specified in Section 3.6.2.
- 3.6.2 The Contractor shall maintain a policy of general liability insurance of the proper type and limits specified below.
 - 3.6.2.1 Workers' Compensation - The Contractor shall maintain the following insurance protection for Workers' Compensation claims arising as a result of the Contractor's operations under this Contract:
 - a) \$500,000 Each accident
 - b) \$500,000 Disease Policy Limit
 - c) \$500,000 Disease-Each employee
 - 3.6.2.2 Commercial 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:
 - a) \$2,000,000 - General Aggregate Limit (other than products/completed operations)
 - b) \$1,000,000 - Products/completed operations aggregate limit
 - c) \$1,000,000 - Each Occurrence Limit
 - d) \$1,000,000 - Personal and Advertising Injury Limits

e) \$ 50,000 - Fire Damage Limit

f) \$ 5,000 - Medical Expense

- 3.6.2.3 Auto Liability - The Contractor shall maintain the following insurance protection for automobile claims arising as a result of the Contractor's operations under this Contract:

\$1,000,000 (combined single limit)

- 3.6.2.4 Professional Liability - The Contractor shall maintain the following insurance protection for professional liability claims arising as a result of the Contractor's operations under this Contract:

\$1,000,000 (per medical incident with a \$3,000,000 limit aggregate)

- 3.6.2.5 Excess Liability – This excess liability policy exceeds the above noted limits for Commercial General Liability, Auto Liability and Employers Liability (which is part of the Workers Compensation coverage). The Contractor shall maintain the following insurance protection for excess liability claims arising as a result of the Contractor's operations under this Contract:

\$4,000,000

- 3.6.2.6 Privacy and Data Breach - The Contractor shall maintain the following insurance protection for privacy and data breach claims arising as a result of the Contractor's operations under this Contract:

\$1,000,000

- 3.6.2.7 Within 5 Business Days of being recommended for award, the Contractor shall: (i) provide the State with current certificates of insurance that identify the State as an additional insured, and (ii) shall maintain and report such insurance annually to the Contract Manager (see Section 3.2.7.3).

- 3.6.2.8 The certificate of insurance shall acknowledge a requirement for the insurer to provide 45 days notice to the Department in the event the Contractor's insurance will lapse due to non-payment of premiums, or will not be renewed by the insurer. In this event the Contractor must provide the Contract Manager with evidence of replacement insurance within 30 days. At no time may the Contractor provide services under this Contract without appropriate insurance coverage.

3.7 PROBLEM ESCALATION PROCEDURE

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

The Contractor shall provide contact information as described in 3.7.2, to the Contract Manager as well as other personnel should the Contract Manager not be available.

- 3.7.2 The Contractor must provide a Problem Escalation Procedure no less than 10 Business Days after the notification of the recommendation for award, and within 10 calendar days after the start of each Contract year (and within 10 calendar days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract discovered by the Department will be escalated in order to resolve any issues in a timely manner. Details shall include:

1. The process for establishing the existence of a problem,
2. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
3. Circumstances in which the escalation will occur in less than the normal timeframe,
4. The nature of feedback on resolution progress, including the frequency of feedback,
5. Identification of individuals with their position title and contact information (office phone and/or cell phone number, fax number, email address, etc.) for progressively higher levels that would become involved in resolving a continuing problem,
6. Contact information, as per IFB Section 3.2.1.3, for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis, and
7. A process for updating and notifying the Contract Manager of any changes to the Problem Escalation Procedure.

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SECTION 4 – BID FORMAT

4.1 General

- 4.1.1 **Bidders must use the separate Excel Attachment D-Specimen Collections Price Bid Form to submit price bids. The Price Bid Form instructions are located within Attachment D (below). Do not change any State Attachments or your Bid may be rejected.**
- 4.1.2 Bidders agree to comply with each and every section, subsection, Attachment of, and addendum to this solicitation. Failure to comply may result in rejection of the Bid.

4.2 Preparation/Submission of Bids

4.2.1 Transmittal Form

A Transmittal Form prepared on the vendor's business stationery should accompany the Bid. The purpose of this form is to transmit the Bid. The form shall contain the Bidder's complete legal name as registered with the State Department of Assessments and Taxation; address, telephone number, fax number and e-mail address, federal tax identification, and if registered, the eMaryland Marketplace identification number. An individual, who is authorized to bind the Bidder's firm to all statements, including services and prices, contained in the Bid must sign the form. The form must also acknowledge any addenda to the IFB that were received.

A Bidder shall be deemed to have accepted all the terms, conditions, and requirements in this IFB unless otherwise clearly noted as an attachment to the Transmittal Form. A Bid that takes material exception to the terms, conditions, and requirements in this IFB will be rejected.

- 4.2.2 Bids must be submitted to the Procurement Officer at the address identified in IFB Section 1.5A.
- 4.2.3 Bids must be delivered on or before the due date and time specified in Section 1.8.
- 4.2.4 Bids must be submitted in a sealed envelope clearly labeled as follows:
- “Sealed Bid - Department of Budget & Management, Specimen Collections, Project No. # 050B3400004;
 - Bid Due Date and Time; and
 - Name of the Bidder
- 4.2.5 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 or flash drive version of the paper submission (See Section 1.8) of the Bid shall be included. The

CD or flash drive 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.

4.2.6 Bidders must provide:

- 4.2.6.1 Attachment D – Price Bid Form (**the separate Excel Attachment D-Specimen Collections Price Bid Form**) - completed in accordance with instructions for the Price Bid Forms (Attachment D: Price Bid Form Instructions, below) 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.
- 4.2.6.2 Bid/Proposal Affidavit - Attachment B.
- 4.2.6.3 Contract Affidavit – Attachment C.
- 4.2.6.4 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:
 - a) Current balance sheet
 - b) Certified financial statement
 - c) Dunn and Bradstreet rating
 - d) Line of credit
 - e) Successful financial track record
 - f) Evidence of adequate working capital
- 4.2.6.5 Legal Action Summary, which describes all of the following, as the case may be:
 - a) Any outstanding legal actions or potential claims against the Bidder;
 - b) Any settled or closed legal actions or claims against the Bidder over the past five years;
 - c) Any judgments against the Bidder within the past five years, including the case name, number, court and final ruling or determination from the court; and/or
 - d) The judge and court location in instances where litigation is ongoing and the Bidder has been directed by the court not to disclose information.
- 4.2.6.6 Living Wage Affidavit (Attachment H)

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ATTACHMENTS

ATTACHMENT A – the Department’s Sample Contract – must be completed, signed and returned by the selected Bidder to the Procurement Officer within five Business Days of notification of proposed Contract award.

ATTACHMENT B – Bidder’s Bid/Proposal Affidavit - must be completed and submitted with the Bid.

ATTACHMENT C – Contract Affidavit - must be completed and submitted with the Bid.

ATTACHMENT D – Price Bid Form Instructions

ATTACHMENT D – *Separate Excel Price Bid Form* – comprises the Bidder’s Price Bid; completed, signed and submitted by the Bidder with Bid.

ATTACHMENT E – Pre-Bid Conference Response Form – completed and submitted by potential Bidders who plan to attend Conference

ATTACHMENT F – Electronic Funds Transfer Form COT/GAD X-10

ATTACHMENT G – Specimen Collection – Historical Usage Fiscal Year 2012

ATTACHMENT H – Living Wage Requirements for Service Contracts and Affidavit – affidavit must be completed and submitted with Bid

ATTACHMENT I – COMAR 17.04.09 – Testing For Illegal Use of Drugs

ATTACHMENT J – SAMHSA Urine Specimen Collection Handbook/Drug Testing Guidelines

ATTACHMENT K – List of Designated Collection Sites

ATTACHMENT A - CONTRACT

THIS CONTRACT is made as of this _____ day of _____, 2012 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 "Contract Manager" means the person listed in IFB § 1.5.B, designated by the Department. The Department may change the Contract Manager at any time by written notice.

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

1.3 "Contractor's Bid" means Contractor's Attachment D - Specimen Collections Price Bid Form dated _____, 2012 submitted in response to this IFB.

1.4 "Department" means the Department of Budget and Management.

1.5 "IFB" means the Invitation for Bids for Specimen Collection, No. 050B3400004 dated September 27, 2012.

1.6 "Notice To Proceed (NTP)" means the formal notification issued by the Procurement Officer that directs the Contractor to Immediately, or as of a date contained in the notice, begin performance of work.

1.7 "Procurement Officer" means the person listed in IFB § 1.5.A, designated by the Department.

1.8 "State" means the State of Maryland.

2. Scope of Work

2.1 The Contractor shall provide specimen collection and shipment/delivery of those specimens to the State Forensic Toxicology Drug Testing Laboratory (FTDTL) for the State of Maryland as more completely described in the IFB and the Contractor's Bid. 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 – the IFB;
- b) Exhibit B – Contractor’s Bid;
- c) Exhibit C – Contractor’s Contract Affidavit - Project No. 050B3400004 dated _____; and
- d) Exhibit D - Contractor’s Bid- Proposal Affidavit - Project No. 050B3400004, 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

The Contract resulting from this IFB shall be for a period of five years beginning on or about January 1, 2013 and ending on December 31, 2017, unless terminated earlier as provided in this Contract. The Contractor shall provide services upon receipt of a Notice to Proceed from the Procurement Officer. Confidentiality (§ 6), Document Retention (§ 20), and Indemnification (§ 25) obligations under this Contract shall survive expiration of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the IFB and the terms of Contract Exhibit B, the Contractor’s Bid.

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, are prohibited. Invoices should be submitted to the requesting agency with a copy 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 eMaryland Marketplace 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

6.1 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. This Section 6 shall survive expiration of this Contract.

- 6.2 The Contractor shall notify the Department promptly of any request for information, request for statement, or other similar request from any entity or organization other than the Department that requires the Contractor to discuss or disclose information related to this Contract or gathered in performance of this Contract. Disclosures specifically pursuant to the IFB to the State's auditor, actuary and/or consultant are not included within the scope of this section. The Contractor may not discuss this Contract or the Collection Occurrences administered pursuant to this Contract without prior written approval from the Department.

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 include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

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. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections.

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

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 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, 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 five (5) years after final payment by the State of Maryland under this Contract or any applicable statute of limitations or federal document retention requirement, 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. This Section 20 shall survive expiration of this Contract.

21. Compliance with Laws

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 Contractor's 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 Contractor's 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. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this

Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

25. 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: _____

26. Indemnification

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 This Section 26 shall survive termination of this contract.

27. Parent Company Guarantee (If Applicable)

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

28. 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, in all sub-contracts.
- 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, 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.

29. Prompt Payment Policy

29.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified
- (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

29.2. An "undisputed amount" means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

29.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

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

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

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

CONTRACTOR:

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

(SEAL)

By:

By: T. Eloise Foster, Secretary

Date

Date

Witness/Attest

Witness

APPROVED FOR FORM AND LEGAL SUFFICIENCY THIS _____ DAY OF _____ 2012.

ASSISTANT ATTORNEY GENERAL

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

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

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

_____ (signature of Authorized Representative and affiant)

ATTACHMENT D

PRICE BID FORM INSTRUCTIONS

*See separate 10-page Excel document entitled
“Attachment D – Specimen Collections Price Bid Form”*

1. In order to assist bidders in the preparation of their bids and to comply with the requirements of this solicitation a separate Excel form, Attachment D - Bid Price Instructions & Form, has been prepared. Bidders shall submit their bids using the Excel Attachment D - Bid 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 ranked 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. All qualified Bidders will be ranked from the lowest to the highest price based on their total bid price proposed. Prices are based on a model that is solely for evaluation purposes only. No representation or guarantee of purchase types or quantities is made or intended in connection with this model. Actual usage may be higher or lower.
7. Regional pricing shall be submitted for all Urine Specimen Collection services.
The bid form will auto calculate all of the below totals in order to identify the most favorable bid price based upon the model.

On the separate Excel Bid Form, Column C has been populated with the State's usage. Bidders shall populate Column B with their yearly individual fixed unit prices for the services denoted under Column A. The total of those calculations will appear in Column D on Row E for each year and region respectively. The 3 regional total prices for each year will be added to provide a Yearly Total on Row F (F-1 through F-5) for each year. The Yearly Totals will then be carried onto the last page of the Bid Form as Rows F-1 through F-5. These yearly totals will be

added together and will appear in Row G (Total 5-Year Bid Price). Row G (Total 5-Year Bid Price) is the price that will be compared among urine specimen collection Bidders in making the most favorable bid price determination.

“Attachment D – Specimen Collections Price Bid Form”

See separate 10-page Excel document entitled
“Attachment D – Specimen Collections Price Bid Form”

ATTACHMENT E

Pre-Bid Conference Response Form

STATE OF MARYLAND

Specimen Collection IFB

Project No. 050B3400004

A Pre-Bid Conference will be held at MDOT Headquarters, 7201 Corporate Center Drive, Richard Trainor Room, 1st floor, Hanover, MD 21076, on October 10, 2012 at 11:00 AM (Local Time). **Please return this form by October 4, 2012 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

ATTACHMENT F - 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: _____

Business taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title and phone number in _____
different from above).

Financial institution information:

Name and address _____

Contact name and phone number (include area code) _____

ABA number: _____

Account number:

Account type: _____

A VOIDED CHECK from the bank account must be attached. 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 must be attached.

ATTACHMENT G
Historical Usage – Fiscal Year 2012
Specimen Collection Schedule
(Asterisks Indicate Emergency Collections)
(July 1, 2011 through June 30, 2012)

COLLECTION DATE	NUMBER OF COLLECTIONS	AGENCY	COLLECTION SITE
7/1/2011	1	Veterans Affairs	Correctional Centralized Hiring Unit - Baltimore
	28	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	
7/8/2011	35	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	11	Parole and Probation	
7/8/2011	1	Environment	Environment - Baltimore
7/11/2011	13	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
*7/11/2011	1	Juvenile Services (3:07 p.m.)	Cheltenham Youth Facility - Cheltenham
*7/12/2011	1	Spring Grove Hospital Center (4:30 p.m.)	Spring Grove Hospital Center - Catonsville
7/13/2011	1	Worcester County Health Department	Holly Center - Salisbury
	3	Holly Center	
7/13/2011	2	Deer's Head Center	Deer's Head Center - Salisbury
*7/13/2011	1	Pre-Trial Detention & Services (12:25 p.m.)	Baltimore City Detention Center - Baltimore
7/14/2011	58	Pre-Trial Detention and Services	Baltimore City Detention Center - Baltimore
7/15/2011	29	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	16	Parole and Probation	

7/20/2011	4	Washington County Health Department	Washington County Health Department - Hagerstown
7/20/2011	15	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
7/21/2011	10	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
7/22/2011	3	General Services	State Medical Director's Office - Baltimore
7/22/2011	24	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	14	Parole and Probation	
*7/25/2011	2	Pre-Trial Detention & Services (12:10 p.m. and 12:20 p.m.)	Baltimore City Detention Center - Baltimore
*7/26/2011	1	Human Resources (11:20 a.m.)	Salisbury District Court - Salisbury
7/28/2011	26	Public Safety & Correctional Services	Division of Correction - Jessup
7/29/2011	38	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	5	Parole and Probation	
7/29/2011	10	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	O'Brien House - Baltimore
JULY TOTAL:	353		
8/1/2011	8	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Correctional Institution - Cumberland
8/2/2011	8	Juvenile Services	Salisbury District Court - Salisbury
8/5/2011	36	Springfield Hospital Center	Springfield Hospital Center - Sykesville
8/5/2011	27	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	8	Parole and Probation	
8/5/2011	6	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Correctional Institution - Cumberland

8/8/2011	12	Juvenile Services	Maryland State Police Barrack - Cumberland
8/9/2011	6	Public Safety & Correctional Services	Division of Correction - Jessup
*8/9/2011	1	Patuxent Institution (8:20 a.m.)	Patuxent Institution - Jessup
8/10/2011	2	Worcester County Health Department	Holly Center - Salisbury
	9	Holly Center	
8/10/2011	4	Deer's Head Center	Deer's Head Center - Salisbury
8/11/2011	1	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Correctional Institution - Cumberland
8/11/2011	22	Juvenile Services	Juvenile Services - Baltimore
8/12/2011	7	Baltimore City Sheriff's Office	Juvenile Services - Baltimore
8/12/2011	33	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	1	Parole and Probation	
*8/15/2011	1	Spring Grove Hospital Center (5:10 p.m.)	Spring Grove Hospital Center - Catonsville
8/15/2011	17	Juvenile Services	Cheltenham Youth Facility - Cheltenham
8/18/2011	23	Pre-Trial Detention and Services	Baltimore City Detention Center - Baltimore
8/18/2011	53	Maryland Department of State Police	Springfield Hospital Center - Sykesville
8/19/2011	9	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
8/19/2011	17	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
8/24/2011	41	Maryland Department of State Police	Maryland State Police Headquarters - Pikesville
8/25/2011	2	Public Safety & Correctional Services	O'Brien House - Baltimore
8/26/2011	6	Public Safety & Correctional Services	Correctional Centralized Hiring Unit - Baltimore

	34	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	
*8/29/2011	1	Spring Grove Hospital Center (12 Noon)	Spring Grove Hospital Center - Catonsville
8/30/2011	13	Maryland Department of State Police	Maryland State Police Barrack - Bel Air
8/31/2011	6	Western Correctional Institution	Western Correctional Institution - Cumberland
8/31/2011	14	Juvenile Services	Juvenile Services - Baltimore
AUG. TOTAL:	428		
9/1/2011	19	Maryland Department of State Police	Maryland State Police Barrack - Hagerstown
9/7/2011	3	Worcester County Health Department	Holly Center - Salisbury
	5	Holly Center	
9/7/2011	1	Deer's Head Center	Deer's Head Center - Salisbury
9/8/2011	35	Maryland Department of State Police	Maryland State Police Barrack - Jessup
9/9/2011	16	Clifton T. Perkins Hospital Center	Clifton T. Perkins Hospital Center - Jessup
9/9/2011	24	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	29	Parole and Probation	
9/12/2011	12	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
9/13/2011	1	Agriculture	Eastern Shore Hospital Center - Cambridge
	2	Eastern Shore Hospital Center	
9/15/2011	41	Eastern Correctional Institution	Eastern Correctional Institution - Westover
*9/16/2011	1	Internal Investigative Unit (2:35 p.m.)	Internal Investigative Unit - Savage
9/16/2011	26	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore

9/19/2011	20	Patuxent Institution	Patuxent Institution - Jessup
9/20/2011	2	Thomas B. Finan Center	Thomas B. Finan Center - Cumberland
*9/20/2011	1	Western Correctional Hiring Unit (2:10 p.m.)	Internal Investigative Unit - Savage
9/20/2011	25	Juvenile Services	Juvenile Services - Baltimore
*9/21/2011	1	Spring Grove Hospital Center (12:25 p.m.)	Spring Grove Hospital Center - Catonsville
*9/21/2011	1	Western Correctional Hiring Unit (10:25 a.m.)	Internal Investigative Unit - Savage
9/22/2011	6	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
9/22/2011	2	Labor, Licensing and Regulation	State Medical Director's Office - Baltimore
9/23/2011	23	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	18	Parole and Probation	
*9/26/2011	1	Howard County Health Dept. (2:25 p.m.)	Howard County Health Department - Columbia
9/26/2011	16	Western Maryland Hospital Center	Western Maryland Center - Hagerstown
	7	Potomac Center	
9/28/2011	4	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Correctional Institution - Cumberland
9/28/2011	10	Patuxent Institution	Patuxent Institution - Jessup
9/28/2011	7	Juvenile Services	Alfred D. Noyes Children's Center - Rockville
*9/29/2011	1	Western Correctional Hiring Unit (12:40 p.m.)	Internal Investigative Unit - Savage
9/30/2011	11	Juvenile Services	Charles H. Hickey, Jr. School - Parkville
SEPT. TOTAL:	371		

10/4/2011	25	Public Safety & Correctional Services	Division of Correction - Jessup
10/5/2011	1	Caroline County Health Department	Maryland State Police Barrack - Easton
10/6/2011	12	Juvenile Services	Cheltenham Youth Facility - Cheltenham
10/6/2011	13	Juvenile Services	DJS Youth Center - Cumberland
10/7/2011	29	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	13	Parole and Probation	
10/7/2011	13	Juvenile Services	Baltimore Juvenile Justice Center - Baltimore
10/12/2011	7	Regional Institute for Children and Adolescents (RICA) - Baltimore	RICA - Catonsville
10/12/2011	11	Juvenile Services	Juvenile Services - Baltimore
10/13/2011	6	Holly Center	Holly Center - Salisbury
*10/13/2011	1	Pre-Trial Detention & Services (2:35 p.m.)	Baltimore City Detention Center - Baltimore
10/14/2011	33	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	24	Parole and Probation	
10/17/2011	7	Public Safety & Correctional Services	O'Brien House - Baltimore
10/18/2011	3	Thomas B. Finan Center	Thomas B. Finan Center - Cumberland
10/18/2011	17	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
10/18/2011	9	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	O'Brien House - Baltimore
10/19/2011	9	Juvenile Services	Maryland State Police Barrack - College Park
10/19/2011	11	Juvenile Services	Juvenile Services - Baltimore
10/20/2011	2	Maryland Institute for Emergency Medical Services Systems	Maryland Institute for Emergency Medical Services Systems - Baltimore

*10/20/2011	1	Public Safety and Correctional Services (12:35 p.m.)	Internal Investigative Unit - Savage
10/20/2011	19	Pre-Trial Detention and Services	Baltimore City Detention Center - Baltimore
10/21/2011	4	Regional Institute for Children and Adolescents (RICA) - Baltimore	RICA - Catonsville
10/21/2011	31	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	2	Parole and Probation	
10/24/2011	13	Juvenile Services	Alfred D. Noyes' Children's Center - Rockville
10/26/2011	12	Health and Mental Hygiene	State Medical Director's Office
10/26/2011	12	School for the Deaf	Frederick County Health Department - Frederick
10/27/2011	13	Education	Workforce Technology Center - Baltimore
10/28/2011	13	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
10/28/2011	14	Public Safety & Correctional Services	Division of Correction - Jessup
10/28/2011	6	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Correctional Institution - Cumberland
*10/31/2011	2	Pre-Trial Detention and Services (2:00 p.m. and 2:20 p.m.)	Baltimore City Detention Center - Baltimore
10/31/2011	12	Juvenile Services	Cheltenham Youth Facility - Cheltenham
OCT. TOTAL:	400		
11/2/2011	5	Deer's Head Center	Deer's Head Center - Salisbury
11/2/2011	2	Regional Institute for Children and Adolescents (RICA) - Baltimore	RICA - Catonsville
11/3/2011	5	Holly Center	Holly Center - Salisbury
11/3/2011	12	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Correctional Institution - Cumberland

11/3/2011	14	School for the Deaf	School for the Deaf - Columbia
11/4/2011	14	General Services	State Medical Director's Office - Baltimore
11/4/2011	50	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
11/4/2011	9	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Division of Correction - Jessup
*11/7 /2011	1	Spring Grove Hospital Center (12:15 p.m.)	Spring Grove Hospital Center - Catonsville
11/8/2011	5	Labor, Licensing and Regulation	Eastern Correctional Institution - Westover
11/8/2011	25	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
11/10/2011	3	Thomas B. Finan Center	Thomas B. Finan Center - Cumberland
11/14/2011	2	Eastern Shore Hospital Center	Eastern Shore Hospital Center - Cambridge
11/15/2011	9	Clifton T. Perkins Hospital Center	Clifton T. Perkins Hospital Center - Jessup
11/15/2011	6	Labor, Licensing and Regulation	Maryland State Police Barrack - Jessup
*11/15/2011	1	Pre-Trial Detention & Services (2:30 p.m.)	Baltimore City Detention Center - Baltimore
11/15/2011	7	School for the Deaf	Frederick County Health Department - Frederick
11/16/2011	19	Patuxent Institution	Patuxent Institution - Jessup
11/16/2011	48	Maryland Department of State Police	Maryland State Police Headquarters - Pikesville
11/17/2011	5	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
11/17/2011	11	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
11/17/2011	17	Maryland Department of State Police	Maryland State Police Barrack - Bel Air
11/18/2011	1	Veterans Affairs	Western Correctional Institution - Cumberland

	4	Western Correctional Institution	
11/18/2011	44	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	22	Parole and Probation	
11/29/2011	7	John L. Gildner Regional Institute for Children and Adolescents (Rockville)	John L. Gildner Regional Institution for Children and Adolescents - Rockville
11/30/2011	2	Washington County Health Department	Washington County Health Department - Hagerstown
11/30/2011	3	Deer's Head Center	Deer's Head Center - Salisbury
11/30/2011	34	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
11/30/2011	14	Maryland Department of State Police	Maryland State Police Barrack - Hagerstown
NOV. TOTAL:	401		
12/1/2011	16	Western Maryland Hospital Center	Western Maryland Center - Hagerstown
	6	Potomac Center	
12/2/2011	2	Juvenile Services	Department of Juvenile Services - Frederick
12/2/2011	29	Maryland Department of State Police	Maryland State Police Barrack - Easton
12/5/2011	6	Western Correctional Institution	Western Correctional Institution - Cumberland
12/5/2011	13	Education	Cheltenham Youth Facility - Cheltenham
	21	Juvenile Services	
12/6/2011	43	Maryland Department of State Police	Maryland State Police Barrack - Jessup
12/8/2011	1	Somerset County Health Department	Somerset County Health Department - Westover
12/8/2011	4	Holly Center	Holly Center - Salisbury
12/8/2011	30	Eastern Correctional Institution	Eastern Correctional Institution - Westover

12/8/2011	1	St. Mary's College of Maryland	Maryland State Police Barrack - Leonardtown
12/9/2011	1	Labor, Licensing and Regulation	Juvenile Services - Baltimore
	15	Juvenile Services	
12/9/2011	26	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	4	Parole and Probation	
12/13/2011	18	Pre-Trial Detention and Services	Baltimore City Detention Center - Baltimore
12/14/2011	31	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	13	Parole and Probation	
12/14/2011	3	Western Correctional Institution	Western Correctional Institution - Cumberland
*12/15/2011	1	Potomac Center (3:04 p.m.)	Potomac Center - Hagerstown
12/15/2011	13	Juvenile Services	Juvenile Services - Baltimore
12/16/2011	1	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Correctional Institution - Cumberland
12/21/2011	1	Charles County Health Department	Charles County Health Department - White Plains
12/21/2011	7	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
DEC. TOTAL:	306		
*1/5/2012	1	Springfield Hospital Center (8:46 p.m.)	Springfield Hospital Center - Sykesville
1/5/2012	8	Holly Center	Holly Center - Salisbury
1/6/2012	31	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
1/6/2012	1	Environment	Department of the Environment - Baltimore
1/10/2012	3	General Services	State Medical Director's Office - Baltimore

1/12/2012	34	Springfield Hospital Center	Springfield Hospital Center - Sykesville
1/13/2012	1	Veterans Affairs	Cheltenham Youth Facility - Cheltenham
1/13/2012	1	Public Safety & Correctional Services	Salisbury District Court - Salisbury
*1/17/2012	1	Spring Grove Hospital Center (11:05 a.m.)	Spring Grove Hospital Center - Catonsville
*1/17/2012	1	Patuxent Institution (12:25 p.m.)	Patuxent Institution - Jessup
1/18/2012	50	Eastern Correctional Institution	Eastern Correctional Institution - Westover
1/19/2012	16	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
1/20/2012	9	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
1/20/2012	27	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	1	Parole and Probation	
1/23/2012	19	Juvenile Services	Juvenile Services - Baltimore
1/24/2012	19	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	O'Brien House - Baltimore
1/24/2012	9	Juvenile Services	Juvenile Services - Baltimore
1/25/2012	2	Deer's Head Center	Deer's Head Center - Salisbury
1/25/2012	26	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
1/25/2012	26	Patuxent Institution	Patuxent Institution - Jessup
1/26/2012	24	Pre-Trial Detention and Services	Baltimore City Detention Center - Baltimore
1/26/2012	17	Juvenile Services	DJS Youth Center - Cumberland
1/27/2012	27	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore

1/30/2012	13	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
1/31/2012	14	Western Correctional Institution	Western Correctional Institution - Cumberland
1/31/2012	12	School for the Deaf	School for the Deaf - Columbia
1/31/2012	24	Juvenile Services	Department of Juvenile Services - Frederick
JAN. TOTAL:	417		
2/1/2012	6	School for the Deaf	School for the Deaf - Columbia
2/1/2012	11	Juvenile Services	Charles H. Hickey, Jr. School - Parkville
2/2/2012	21	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Division of Correction - Jessup
2/3/2012	4	General Services	State Medical Director's Office - Baltimore
2/3/2012	33	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
2/3/2012	11	Juvenile Services	Cheltenham Youth Facility - Cheltenham
2/7/2012	2	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
2/7/2012	13	Education	Western Regional Center - Hagerstown
2/8/2012	13	Juvenile Services	Baltimore Juvenile Justice Center - Baltimore
2/8/2012	4	Maryland Department of State Police	Maryland State Police Headquarters - Pikesville
2/10/2012	1	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
2/10/2012	27	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	3	Parole and Probation	
2/13/2012	31	Juvenile Services	Juvenile Services - Baltimore

2/13/2012	8	Juvenile Services	DJS Youth Center - Cumberland
2/14/2012	15	Education	Workforce Technology Center - Baltimore
2/16/2012	5	Western Correctional Institution	Western Correctional Institution - Cumberland
2/17/2012	23	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	1	Parole and Probation	
2/17/2012	18	Juvenile Services	Cheltenham Youth Facility - Cheltenham
*2/17/2012	1	Juvenile Services (2:08 p.m.)	Juvenile Services - Baltimore
2/21/2012	17	Pre-Trial Detention and Services	Baltimore City Detention Center - Baltimore
2/22/2012	41	Maryland Department of State Police	Maryland State Police Headquarters - Pikesville
2/24/2012	31	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	17	Parole and Probation	
2/24/2012	24	Maryland Department of State Police	Maryland State Police Barrack - Easton
2/27/2012	31	Clifton T. Perkins Hospital Center	Clifton T. Perkins Hospital Center - Jessup
2/27/2012	1	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
2/28/2012	21	Maryland Department of State Police	Maryland State Police Barrack - Bel Air
2/29/2012	1	Maryland Institute for Emergency Medical Services Systems	Maryland Institution for Emergency Medical Services System - Baltimore
*2/29/2012	1	Human Resources (1:47 p.m.)	Cecil County Health Department - Elkton
2/29/2012	12	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
FEB. TOTAL:	448		
3/2/2012	39	Western Correctional Hiring Unit	Correctional Centralized Hiring Unit - Baltimore

3/2/2012	21	Maryland Department of State Police	Maryland State Police Barrack - Hagerstown
3/6/2012	18	Public Safety & Correctional Services	Division of Correction - Jessup
3/6/2012	3	Western Correctional Institution	Western Correctional Institution - Cumberland
3/7/2012	37	Maryland Department of State Police	Maryland State Police Barrack - Jessup
3/8/2012	1	Baltimore City Sheriff's Office	State Medical Director's Office - Baltimore
	3	Health and Mental Hygiene	
	3	Developmental Disabilities Administration - SETT Unit	
3/8/2012	2	Worcester County Health Department	Holly Center - Salisbury
	7	Holly Center	
*3/8/2012	1	Spring Grove Hospital Center (8:15 a.m.)	Spring Grove Hospital Center - Catonsville
3/8/2012	5	Juvenile Services	DJS Youth Center - Cumberland
*3/9/2012	1	Human Resources (2:10 p.m.)	Cecil County Health Department - Elkton
3/9/2012	30	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	7	Parole and Probation	
3/12/2012	16	Juvenile Services	Juvenile Services - Baltimore
3/13/2012	8	Juvenile Services	Salisbury District Court - Salisbury
3/14/2012	4	Western Correctional Institution	Western Correctional Institution - Cumberland
3/15/2012	7	Juvenile Services	J. DeWeese Carter Youth Facility - Chestertown
3/15/2012	1	Juvenile Services	DJS Youth Center - Cumberland
3/16/2012	1	Western Correctional Institution	Western Correctional Institution - Cumberland

3/20/2012	13	Juvenile Services	Cheltenham Youth Facility - Cheltenham
3/21/2012	7	Deer's Head Center	Deer's Head Center - Salisbury
3/22/2012	2	Washington County Health Department	Washington County Health Department - Hagerstown
3/22/2012	8	Western Maryland Hospital Center	Western Maryland Center - Hagerstown
3/22/2012	3	Potomac Center	Potomac Center - Hagerstown
3/23/2012	41	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
3/23/2012	10	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	O'Brien House - Baltimore
3/23/2012	1	Western Correctional Institution	Western Correctional Institution - Cumberland
3/23/2012	9	Juvenile Services	Juvenile Services - Baltimore
3/26/2012	13	Clifton T. Perkins Hospital Center	Clifton T. Perkins Hospital Center - Jessup
*3/26/2012	1	Patuxent Institution (1:17 p.m.)	Patuxent Institution - Jessup
3/27/2012	1	Agriculture	MDA Mosquito Control Office - Salisbury
3/28/2012	37	Pre-Trial Detention and Services	Baltimore City Detention Center - Baltimore
3/29/2012	6	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
*3/30/2012	1	Juvenile Services (4:15 p.m.)	Juvenile Services - Baltimore
3/30/2012	38	Springfield Hospital Center	Springfield Hospital Center - Sykesville
3/30/2012	30	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
	2	Parole and Probation	
MAR. TOTAL:	438		
*4 /2 /2012	1	Maryland Institute for Emergency Medical Services Systems (5:25 p.m.)	State Medical Director's Office - Baltimore

4 /2 /2012	5	Regional Institute for Children and Adolescents (RICA) - Baltimore	RICA - Catonsville
4 /3 /2012	7	Juvenile Services	Juvenile Services - Baltimore
*4 /4 /2012	1	Centralized Hiring Unit (Department of Public Safety and Correctional Services) - (2:30 p.m.)	Internal Investigative Unit - Savage
4 /4 /2012	3	Juvenile Services	Salisbury District Court
4 /4 /2012	86	Maryland State Police	Springfield Hospital Center
4 /5 /2012	5	Holly Center	Holly Center - Salisbury
4 /5 /2012	4	Labor, Licensing and Regulation	Eastern Correctional Institution - Westover
4 /6 /2012	1	General Services	State Medical Director's Office - Baltimore
4 /6 /2012	36	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
4 /6 /2012	1	Parole and Probation	
4 /10/2012	8	Public Safety and Correctional Services Headquarters	Division of Correction - Jessup
4 /10/2012	5	School for the Deaf	School for the Deaf - Columbia
4 /12/2012	1	Charles County Health Department	Charles County Health Department - White Plains
4 /12/2012	16	Juvenile Services	Cheltenham Youth Facility - Cheltenham
4 /13/2012	31	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
4 /16/2012	9	Patuxent Institution	Patuxent Institution - Jessup
4 /17/2012	30	Public Safety and Correctional Services Headquarters	Division of Correction - Jessup
4 /18/2012	13	Western Correctional Institution	Western Correctional Institution - Cumberland
4 /19/2012	9	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
4 /19/2012	16	Juvenile Services	Juvenile Services - Baltimore

4/20/2012	1	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
4 /20/2012	3	Labor, Licensing and Regulation	State Medical Director's Office - Baltimore
4 /20/2012	20	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
4 /23/2012	1	Labor, Licensing and Regulation	Maryland State Police Barrack - Waterloo
4 /23/2012	7	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	O'Brien House - Baltimore
4 /24/2012	4	Western Correctional Institution	Western Correctional Institution - Cumberland
4 /24/2012	38	Pre-Trial Detention and Services	Baltimore City Detention Center - Baltimore
4 /25/2012	15	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
4 /25/2012	14	Juvenile Services	Juvenile Services - Baltimore
*4 /26/2012	1	Patuxent Institution (12:10 p.m.)	Patuxent Institution - Jessup
4 /26/2012	8	School for the Deaf	Frederick County Health Department - Frederick
4 /26/2012	3	Juvenile Services	Noyes' Children's Center - Rockville
4 /30/2012	14	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
APR. TOTAL:	417		
5 /1 /2012	13	Patuxent Institution	Patuxent Institution - Jessup
5/2/2012	1	Western Correctional Institution	Western Correctional Institution - Cumberland
5/3/2012	3	Worcester County Health Department	Worcester County Health Department - Ocean City
5 /3 /2012	12	Holly Center	Holly Center - Salisbury
5 /3 /2012	6	Education - Division of Rehabilitation Services	Workforce Technology Center - Baltimore

5 /4 /2012	26	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
5 /7 /2012	2	Western Correctional Institution	Western Correctional Institution - Cumberland
5 /9 /2012	24	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
5 /16/2012	2	Deer's Head Center	Deer's Head Center - Salisbury
5 /16/2012	38	Maryland State Police	Maryland State Police Headquarters - Pikesville
5 /17/2012	11	Worcester County Health Department	Worcester County Health Department - Ocean City
5 /17/2012	6	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
5 /18/2012	36	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
5 /18/2012	20	Maryland State Police	Maryland State Police Barrack - Easton
5 /21/2012	22	Juvenile Services	Juvenile Services - Baltimore
*5 /22/2012	1	Spring Grove Hospital Center (12:54 p.m.)	Spring Grove Hospital Center - Catonsville
5 /22/2012	11	Maryland State Police	Maryland State Police Barrack - Bel Air
5/25/2012	1	Internal Investigative Unit	Internal Investigative Unit - Savage
5 /29/2012	13	Public Safety and Correctional Services Headquarters	Division of Correction - Jessup
5 /30/2012	53	Maryland State Police	Maryland State Police Barrack - Waterloo
5 /31/2012	22	Juvenile Services	Juvenile Services - Baltimore
MAY TOTAL:	323		
6 /1 /2012	30	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
6 /1 /2012	22	Community Support Supervision - HR (formerly named: Parole & Probation)	

6 /4 /2012	43	Eastern Correctional Institution	Eastern Correctional Institution - Westover
6 /5 /2012	7	Eastern Shore Hospital Center	Eastern Shore Hospital Center - Cambridge
6 /6 /2012	3	Holly Center	Holly Center - Salisbury
6 /6 /2012	10	Public Safety and Correctional Services Headquarters	Division of Correction - Jessup
6 /7 /2012	11	Holly Center	Holly Center - Salisbury
*6 /7 /2012	1	Pre-Trial Detention and Services (3:09 p.m.)	Baltimore City Detention Center - Baltimore
6 /7 /2012	16	Maryland State Police	Maryland State Police Barrack - Hagerstown
6/8/2012	1	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Salisbury District Court - Salisbury
6 /8 /2012	32	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
6 /11/2012	17	Juvenile Services	Juvenile Services - Baltimore
*6 /12/2012	1	Centralized Hiring Unit (Department of Public Safety and Correctional Services) - (9:40 a.m.)	Salisbury District Court - Salisbury
6 /12/2012	16	Juvenile Services	Cheltenham Youth Facility - Cheltenham
6 /14/2012	2	Western Maryland Center	Western Maryland Center - Hagerstown
6 /14/2012	10	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Western Maryland Correctional Hiring Unit - Hagerstown
6 /15/2012	10	General Services	State Medical Director's Office - Baltimore
6 /15/2012	7	Health and Mental Hygiene	
6 /15/2012	1	Developmental Disabilities Administration - SETT Unit (Health and Mental Hygiene)	
*6 /16/2012	1	Western Maryland Center (9:30 a.m.)	Western Maryland Center - Hagerstown
6 /18/2012	2	St. Mary's College	Maryland State Police Barrack - Leonardtown

6/19/2012	1	Health and Mental Hygiene	State Medical Director's Office - Baltimore
6 /20/2012	15	Clifton T. Perkins Hospital Center	Clifton T. Perkins Hospital Center - Jessup
6 /22/2012	9	Spring Grove Hospital Center	Spring Grove Hospital Center - Catonsville
6 /22/2012	27	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
6 /25/2012	16	Juvenile Services	Juvenile Services - Baltimore
6 /26/2012	17	Pre-Trial Detention and Services	Baltimore City Detention Center - Baltimore
6 /27/2012	7	Eastern Correctional Institution	Eastern Correctional Institution - Westover
6 /27/2012	11	Juvenile Services	Cheltenham Youth Facility - Cheltenham
6 /28/2012	11	Regional Institute for Children and Adolescents (RICA) - Baltimore	RICA - Catonsville
6 /28/2012	8	Eastern Correctional Institution	Eastern Correctional Institution - Westover
6 /29/2012	31	Centralized Hiring Unit (Department of Public Safety and Correctional Services)	Correctional Centralized Hiring Unit - Baltimore
6 /29/2012	1	Community Support Supervision - HR (formerly named: Parole & Probation)	
JUNE TOTAL:	397		

ATTACHMENT H

Living Wage Requirements & Affidavit 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.

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt form the Living Wage Law

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

- _____ Bidder/Offeror is a nonprofit organization
- _____ Bidder/Offeror is a public service company
- _____ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- _____ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living rate in effect at the time service is provided for hours spend on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement (continued)

Maryland Living Wage Requirements-Service Contracts

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

_____ All employee(s) proposed to work on the contract will spend less than one-half of the employee's time during every work week on the State contract;

_____ All employee(s) proposed to work on the contract will be 17 years of age or younger during the duration of the contract; or

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

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

Name of Authorized Representative

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

ATTACHMENT I

COMAR 17.04.09

Testing for Illegal Use of Drugs

http://www.dsd.state.md.us/comar/SubtitleSearch.aspx?search=17.04.09.*

ATTACHMENT J

Department of Health and Human Services Substance Abuse and Mental Health Services Administration Center for Substance Abuse Prevention

Urine Specimen Collection Handbook for Federal Agency Workplace Drug Testing Programs

EFFECTIVE OCTOBER 1, 2010

Note: This manual applies to Federal agency drug testing programs that come under Executive Order 12564 dated September 15, 1986, section 503 of Public Law 100-71, 5 U.S.C. section 7301 note dated July 11, 1987, and the Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs (69 FR 19644) dated November 25, 2008 (effective October 1, 2010).

This manual does not apply to specimens submitted for testing under U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40).

This manual has been amended to comply with the Maryland State Drug Testing Program.

Previous Versions of this Handbook are Obsolete

Table of Contents

CHAPTER 1. THE COLLECTOR	93
CHAPTER 2. COLLECTOR/COLLECTION SITE RECORDS.....	95
CHAPTER 3. THE COLLECTION SITE.....	95
CHAPTER 4. THE FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM	96
CHAPTER 5. VERIFICATION OF DONOR IDENTITY.....	98
CHAPTER 6. URINE SPECIMEN COLLECTION.....	99
A. <i>Collection Site Security</i>	99
B. <i>Collection Supplies</i>	99
C. <i>Collection Procedure</i>	101
D. <i>Direct Observed Collection</i>	108
E. <i>Monitored Collection</i>	110
F. <i>Insufficient Specimen</i>	111
CHAPTER 7. MISCELLANEOUS COLLECTION ISSUES	112
A. <i>Donor Conduct</i>	112
B. <i>Refusal to Test</i>	112
CHAPTER 8. COLLECTOR ERRORS.....	113

Chapter 1. The Collector

A collector is the person who instructs and assists donors at a collection site and receives the specimen provided by the donor.

The following restrictions apply:

- The immediate supervisor of an employee may not serve as the collector when that employee is tested, unless there is no feasible alternative. A supervisor serving as a collector must be a trained collector.
- The hiring official of an applicant may not serve as the collector when the applicant is tested, unless there is no feasible alternative. A hiring official serving as a collector must be a trained collector.
- A co-worker who is in the same testing pool or who works with an employee on a daily basis must not serve as a collector when that employee is tested.
- An applicant or employee must not serve as the collector by collecting his or her own specimen.
- An individual working for an HHS-certified laboratory may not serve as a collector if that individual can link the donor with the specimen drug test result or the report from the test laboratory.
- An individual who has a personal relationship with the employee (e.g., spouse, ex-spouse, relative, close personal friend) must not serve as the collector.

To qualify as a collector for an agency program, an individual must:

- Read and understand the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines)
- Read and understand any guidance provided by the Federal agency which is consistent with the Mandatory Guidelines
- Receive training from a qualified trainer for collectors on the following topics:
 - The steps to correctly perform a collection, including the proper completion and distribution of the CCF
 - Problem collections
 - Fatal and correctable flaws and how to correct problems in collections
 - Collector responsibilities to maintain the security and integrity of specimens, to protect the privacy of donors, and to maintain proper conduct
- Demonstrate proficiency in collections by successfully completing five consecutive error-free mock collections that include: two uneventful scenarios, one insufficient specimen scenario, one where the temperature is out of range, and one in which the donor refuses to sign the CCF and refuses to initial the tamper-evident bottle label/seal
 - The qualified trainer for collectors must monitor and evaluate the individual and must attest that the mock collections are error-free

- Complete refresher training on the items above at least every five years from the date of initial training
- Have documentation that he or she has completed training as a collector in accordance with the above requirements (i.e., before collecting any specimens for an agency)
- Maintain training documentation and provide it to an Agency upon request

The collector should have identification with his or her name and his or her employer's name, address, and telephone number. The collector is required to provide his or her identification (employee badge or employee list) if requested by the donor. There is no requirement for the collector to have a photo ID or to provide his or her driver's license with an address.

To qualify as an observer for a direct observed collection for an agency program, an individual must:

- Be knowledgeable of the direct observed collection procedure as described in the Mandatory Guidelines
- Be knowledgeable of any guidance provided by the State or by HHS relating to the direct observed collection procedure described in the Mandatory Guidelines
- Receive training on the following subjects: :
 - The steps necessary to perform a direct observed collection correctly
 - Maintain the integrity and security of the specimen throughout the collection process by maintaining visual contact with the collection container
 - Ensure the privacy of the donor
 - Ensure that the observation is done in a professional manner, to minimize discomfort of the donor
 - Avoid conduct that can be interpreted as offensive or inappropriate
- Be the same gender as the donor. **There are no exceptions to this requirement.**

An observer is not required to be a trained collector.

To qualify as a trainer for collectors for an agency program, an individual must:

- Be qualified as a trained collector and have regularly conducted drug test collections for at least one year, OR have successfully completed a "train the trainer" course given by an organization (e.g., manufacturer, private entity, contractor, or Agency)
- Undergo refresher training in accordance with collector requirements (see above) at least every five years from the date of the individual's initial training
- Maintain documentation of his or her training and provide it to an Agency upon request.

Before an individual is permitted to collect a specimen for an Agency, the agency must:

- Ensure that the individual meets the collector requirements described in the Mandatory Guidelines
- Ensure that the individual or a third party (e.g., third party administrator, collector training

organization, agency that employs its own collectors) has a copy of the individual's collector training documentation

- Provide the individual with the name and telephone number of the agency's designated representative to contact in the event that any problems or issues arise during a collection

Chapter 2. Collector/Collection Site Records

The collector should maintain his or her original collector training records (i.e., for initial and refresher training) and should provide copies to his or her employer and, as requested, to the agency. Collection site records must be stored for a minimum of two years. This includes the collector copy (Copy 3) of the CCF for each specimen. Collection records must be stored and disposed of in a manner that ensures donor confidentiality is maintained.

Chapter 3. The Collection Site

A collection site is a permanent or temporary facility where donors present themselves for the purpose of providing a specimen for a drug test. When there is an immediate need to collect a specimen (e.g., a post-accident situation) and there is no agency-designated site available, a collection may be conducted in a public restroom. The site must have all necessary personnel, supplies, equipment, facilities, and supervision to provide for specimen collection and security, and for temporary storage until the specimen is transferred to an HHS-certified laboratory and must have arrangements for the transfer of the specimens to a certified laboratory.

A facility used as a collection site must have:

1. Provisions for donor privacy while he/she provides the urine specimen. The following facilities provide adequate privacy for urine collections:
 - An enclosed stall in a multi-stall restroom
 - A single person restroom
 - A partitioned area that allows for individual privacy
 - A mobile restroom (e.g., a vehicle with an enclosed toilet stall).
2. A means for washing hands:
 - If practical, the water source should be external to the restroom where collection occurs. If a water source is in the enclosure where the collection occurs, the collector must secure it prior to the collection or conduct a monitored collection (see Chapter 6, Sections C and E).
 - If a water source is not available, another means (e.g., waterless cleanser, moist towelettes) outside the restroom is an acceptable alternative.
3. A suitable clean surface, inaccessible to the donor, for the collector to use as a work area:
 - If practical, the collector work area should be external to the restroom where collection occurs.

- The collector work area may be inside the restroom only if the donor can have privacy while providing the urine specimen.
4. A secure temporary storage area for maintaining specimens until they are transferred to an HHS-certified laboratory. **Note: Specimens should NOT be exposed to high temperatures for an extended time. These conditions may affect the test results of a urine specimen.**
 5. Procedures or restrictions to prevent:
 - Unauthorized access to the site during the collection,
 - Unauthorized access to the collection materials/supplies,
 - Unauthorized access to collection site records, and
 - Donor access to items that could be used to adulterate, substitute, or dilute the specimen (e.g., soap, disinfectants, cleaning agents, water).

Chapter 4. The Federal Drug Testing Custody and Control Form

Employers are prohibited from using the Federal CCF for:

- Private-sector employee drug testing programs, other than testing conducted under the Department of Transportation (DOT) regulations
- State workplace drug testing programs
- Department of Justice drug testing programs

All urine specimens must be collected using chain of custody procedures. Chain of custody is the term used to describe the procedures to account for the integrity of each specimen and aliquot (i.e., portion of a specimen used for testing) by tracking handling and storage from the point of specimen collection to final disposition of the specimen and its aliquots. For specimens collected under the Mandatory Guidelines, the collector begins the chain of custody documentation at the collection site using a CCF.

A. CCF Description

CCF's are supplied by the FTDTL and are five-part forms:

- Copy 1 - Test Facility Copy – sent to the laboratory with the specimen bottle
- Copy 2 - MRO Copy – sent to the MRO
- Copy 3 - Collector Copy – retained by the collector
- Copy 4 - Employer Copy – sent to the agency
- Copy 5 - Donor Copy – given to the donor when the collection process is complete

At the top of the CCF, the test facility must be identified by one of the following:

- A specific laboratory name and address
- A list of addresses with check boxes to allow the collector to check the box for the laboratory to which the specimen will be delivered

- A corporate name and telephone number (the laboratory that receives the specimen for testing will annotate its address)

The bottom of Copy 1 is reserved for the tamper-evident specimen bottle label/seal:

- The label/seal must have:
 - The same preprinted specimen identification number that is printed at the top of the CCF,
 - A place for the collector to annotate the date of the collection, and
 - A place for the donor to initial the label after it is placed on the specimen bottle.

B. Instructions for Use

Step 1. To be completed by the collector or agency representative prior to the donor providing a specimen:

- The employer and MRO information may be preprinted or handwritten,
- The collection site and collector information may be preprinted or handwritten,
- The collector enters the donor's identification (e.g., social security number or employee I.D. number) after verifying the donor's identity,
- The testing authority box is marked to indicate under which agency the specimen is being collected,
- The appropriate box is marked to indicate the reason for the test, and
- The appropriate box is marked for the drug tests to be performed.

Step 2. To be completed by the collector after receiving the specimen from the donor and measuring the temperature of the specimen within 4 minutes. This step requires the collector to mark the appropriate boxes to indicate that:

- The temperature of the specimen was or was not within the required temperature range,
- The collection was a single specimen collection,
- No specimen was collected and why (if applicable), and
- A direct observed collection was performed and why (if applicable).

Step 3. To be performed by the collector. This step instructs the collector to:

- Place the label/seal on the specimen bottle,
- Date the label/seal,
- Have the donor initial the label/seal on the bottle (i.e., after the label/seal has been placed on the bottle), and
- Have the donor complete Step 5 on Copy 2 (the MRO copy). The collector instructs the donor to:
 - Read the certification statement.
 - Print the following:
 - His or her name,

- Date of collection,
 - Daytime and evening telephone numbers, and
 - Date of birth.
- Sign the certification statement. If the donor refuses to sign the certification statement, the collector enters a remark in Step 2 on Copy 1.

The collector does not make any entries on Copy 2. The MRO will complete Copy 2 entries.

Step 4. To be initiated by the collector and completed at the test facility. The collector is required to:

- Sign the collector certification statement in Step 4 on Copy 1 to certify that the specimen was collected, labeled, sealed, and released for shipment to the laboratory in accordance with Federal requirements.
- Print his or her name.
- Record the following:
 - Date of collection
 - Time of collection
 - The specific name of the delivery service to which the specimen is released for shipment to the laboratory.
- There is no requirement for couriers, express carriers, or postal service personnel to document chain of custody for specimens during transit because they do not have access to the specimen bottle or the CCF.

The collector does not make entries below his or her printed name in Step 4. Copy 1 entries in Step 4 are made at the HHS-certified laboratory in the designated areas.

Chapter 5. Verification of Donor Identity

The donor must provide appropriate identification to the collector upon arrival at the collection site.

Acceptable forms of identification are:

- A photo identification (e.g., driver's license, employee badge issued by the employer, or any other picture identification issued by a Federal, state, or local government agency),
- Identification by the supervisor of the donor or by an agency representative, or
- Other identification allowed under an agency's workplace drug testing plan.

If the identity of the donor cannot be established, the collector stops the collection.

Unacceptable forms of identification are:

- Identification by a co-worker,

- Identification by another donor,
- Non-photo identification (e.g., social security card, credit card, union or other membership cards, pay vouchers, voter registration card), or
- A faxed copy or photocopy of an identification document.

Chapter 6. Urine Specimen Collection

A. Collection Site Security

The collection site must be secure to prevent unauthorized access to specimens, collection supplies, and collection site records. A permanent site that is used solely for specimen collections must be secured at all times. At facilities that are not dedicated specimen collection sites, the area of the site used for specimen collections must be secured during the time a specimen is collected.

A collector must:

- Prohibit unauthorized personnel from entering the collection site during the collection;
- Perform only one specimen collection at a time;
- Restrict access to collection supplies before and during the collection;
- Ensure that only the collector and the donor are allowed to handle the unsealed specimen;
- Ensure that chain of custody is maintained and documented throughout the collection procedure,
- Ensure that Copy 1 of the CCF is enclosed with the specimen and sealed for shipment to the laboratory; and
- Ensure that specimens are transported to the test facility in a sealed and secure shipping container to eliminate the possibility of damage during shipment and to prevent undetected tampering.

B. Collection Supplies

The following items must be available at the collection site to conduct proper urine collections:

1. **Single-use plastic collection containers.** Each collection container must not substantially affect the specimen collected and must be:
 - Supplied as an individually sealed item using a tamper-evident system (e.g., in a sealed plastic bag, shrink wrapped, with a peelable or sealed lid, or another easily visible tamper-evident system),
 - Large enough to easily catch and hold at least 55 mL of urine, and
 - Graduated with volume markings clearly showing the volume (e.g., 45 mL).
2. **Single-use plastic specimen bottles.** Each specimen bottle with cap must not substantially affect the specimen collected and must be:
 - Supplied as individually sealed bottles with a tamper-evident system (e.g., using plastic

- bag, shrink wrap, with a peelable or sealed lid, or another easily visible tamper-evident system),
- Able to hold at least 35 mL,
 - Leak-resistant (i.e., have a screw-on or snap-on cap that prevents leakage),
 - Marked clearly to indicate the minimum levels of urine to be poured into the bottle, and
 - Designed so that the required tamper-evident bottle label/seal from the CCF is not damaged when the donor initials it and has no overlap that conceals printed information.
3. **Temperature strips.** The temperature strips must be capable of temperature readings between 90°-100°F (32°-38°C). The temperature strips must accurately measure the temperature of the specimen and not contaminate the specimen. The strips may be affixed to the collection container as supplied or placed on the collection container after the donor gives the collection container with the specimen to the collector.
 4. **CCFs.** A CCF as supplied by the FTDTL .
 5. **Tamper-evident seals.** The CCF has a tamper-evident label/seal that is used to seal the specimen bottle. Occasionally, a tamper-evident label/seal provided with the CCF will not properly adhere to the specimen bottle (e.g., due to moisture, temperature, or specimen bottle material). If this occurs, see Chapter 6, Section C, Step 18 for instructions on using another tamper-evident seal.
 6. **Leak-resistant plastic bags.** The plastic bag must have two sealable compartments or pouches (i.e., one large enough to hold a specimen bottle and the other large enough to hold Copy 1 of the CCF).
 7. **Absorbent material.** The absorbent material is placed inside the leak-resistant plastic bag with the specimen bottle in case it leaks during shipment. The U.S. Postal Service and other express carriers require the use of absorbent material when shipping biological materials.
 8. **Shipping containers.** Boxes or bags used to transport specimens to a laboratory must be securely sealed to prevent the possibility of undetected tampering. It is not necessary to use a shipping container/mailer if a courier hand-delivers the sealed leak-resistant plastic bags containing the specimen bottles directly from the collection site to the laboratory.
 9. **Bluing agent.** Bluing agent is added to the toilet bowl and water tank to prevent undetected specimen dilution by the donor.
 10. **Secure temporary location.** It is the collector's responsibility to prevent unauthorized access to the specimen bottles and CCF. Prior to placement in a shipping container, the sealed leak-resistant plastic bag containing the specimen bottle and completed Copy 1 of the CCF must be kept:
 - Within the collector's line of sight, or
 - In a secure temporary location (e.g., locked in a refrigerator or cabinet).

Note: Specimens should NOT be exposed to high temperatures for an extended time. These conditions may affect the test results of a urine specimen.

11. **Disposable gloves.** HHS recommends that collectors use single-use disposable gloves while handling specimens. The Occupational Safety and Health Administration has specific standards addressing protection of employees who are exposed to potentially infectious body fluids (29 CFR Part 1910.1030).

C. Collection Procedure

1. Prepare the collection site to collect urine specimens:
 - Assemble supplies.
 - Ensure that there is bluing agent in the toilet. If no bluing agent is available or if there is an automatic flushing system, turn off the water supply and flush the toilet to remove any water in the toilet when possible.
 - Turn off the water supply or secure water sources inside the restroom.
 - The collector must provide a means for the donor to wash his or her hands before and after the collection. The collector must secure the water source after the donor washes his or her hands and restore the water supply after the collection, or provide another means (e.g., waterless cleanser, moist towelette).
 - If a water source inside the restroom cannot be turned off or secured, the collector must perform a monitored collection as described in Chapter 6, Section E below.
 - Remove any soap, cleanser, disinfectant, or other potential adulterants, and
 - Inspect and/or secure areas or items that could be used to conceal adulterants (e.g., false ceilings, ledges, trash cans, towel dispensers).
2. If a donor does not arrive at the collection site at the assigned time for the drug test, contact the Agency representative to obtain guidance on the appropriate action to be taken.
3. Begin the collection without delay when the donor arrives at the collection site. Do not wait because an authorized agency representative is late in arriving or because the donor states that he or she is not ready or is unable to urinate. **If the donor states that he or she is unable to provide a urine specimen, continue with the collection procedure through Step 11 below.**
4. Verify the donor's identity (see Chapter 5).
5. Describe the basic collection procedure to the donor and instruct the donor that he or she may read the instructions (see back of Donor Copy) for completing the CCF.
6. Answer any reasonable and appropriate questions that the donor has about the collection process.
7. Complete the collector's portion of the CCF (See Chapter 4).

- Ensure that the pre-printed specimen identification number on the CCF matches the identification number on the specimen bottle label/seal.
- Verify any urine collection demographic information in Step 1 of the CCF (i.e., information printed or annotated by the form supplier).
- If the information is not present, record the information in Step 1 of the CCF to include:
 - The employer's name, address, telephone and fax numbers, and employer ID number (if applicable),
 - The specific MRO name, address, telephone number, and fax number,
 - Donor identification (SSN or employee ID number),
 - Specific testing authority for the agency drug test (if known),
 - Reason for test,
 - Drug test to be performed,
 - Collection site location, and
 - Collector telephone and fax numbers.

8. Ask the donor to:

- Remove any unnecessary outer clothing (e.g., coat, jacket, hat, etc.).
 - The donor must not be asked to remove other articles of clothing (e.g., shirts, pants, dresses, undergarments) or to remove all clothing and wear a hospital or examination gown.
 - It is not necessary for the donor to remove the following items, unless the collector suspects that they are concealing something that may be used to adulterate or substitute a specimen:
 - Work boots or cowboy boots, or
 - A hat or head covering that the donor refuses to remove based on religious practice.
- Leave other personal belongings (e.g., briefcase, purse) with the outer clothing. The donor may retain his or her wallet.
 - To safeguard a donor's belongings, procedures may be established to secure the items during the collection. These may include:
 - An itemized receipt for belongings left with the collector,
 - Storage in a lockable cabinet (i.e., with access controlled by the donor) or
 - An envelope, box, or container secured with tamper-evident tape.
- Empty his or her pockets and display the items to ensure that no items are present that could be used to adulterate the specimen.
 - If there are no items that can be used to adulterate a specimen, instruct the donor to return the items to the pockets and continue the collection procedure. Go to Step 9.

- If an item is found that appears to have been brought to the collection site with the intent to adulterate the specimen, use a direct observed collection procedure (see Chapter 6, Section D).
 - If an item that could be used to adulterate a specimen appears to have been inadvertently brought to the collection site, secure the item and continue with the normal collection procedure. Go to Step 9.
 - If the donor refuses to display the items in his or her pockets, stop the collection. This is considered a refusal to test (see Chapter 7, Section B).
9. Instruct the donor to wash and dry his or her hands under your observation.
- Liquid soap is preferred over bar soap, because bar soap gives the donor the opportunity to conceal soap shavings under his or her fingernails in an attempt to adulterate the specimen.
 - After washing his or her hands, the donor must remain in the collector's presence and not be allowed access to any water fountain, faucet, soap dispenser, cleaning agent, or other materials which could be used to adulterate, substitute, or dilute a specimen.
10. Give the donor or allow the donor to select the collection kit or collection container (if it is separate from the kit) from the available supply.
11. Unwrap or break the seal of the kit or collection container. You may allow the donor to perform this step.
- Both the collector and the donor must be present.
 - Only the seal on the collection container is broken at this time (i.e., the specimen bottle remains sealed/wrapped).

Note: If the donor has stated that he or she is unable to provide a specimen, at this point in the collection, request that the donor enter the restroom and attempt to provide a specimen. If the donor comes out of the stall with an empty collection container, he or she has demonstrated the inability to provide a specimen. Follow the Insufficient Specimen procedure in Chapter 6, Section F.

12. Direct the donor to:
- Take the collection container into the restroom/stall to be used for the collection,
 - Provide a specimen of at least 45 mL,
 - Not flush the toilet, and
 - Return with the specimen as soon as he or she has finished completing the void.
- You may inform the donor that the temperature of the urine specimen must be read within 4 minutes after the void to be valid. Longer wait periods may cause the temperature to be out of range and necessitate an observed collection.
 - A reasonable time limit may be set for completing the void.

Note: Neither the collector nor anyone else may go into the restroom with the donor, except in the case of a direct observed collection (see Chapter 6, Section D) or a monitored collection (see Chapter 6, Section E).

Note: Both the collector and the donor must maintain visual contact with the specimen from the time the specimen is transferred to the collector until specimen bottles have been sealed for shipment to the IITF or laboratory.

Note: After receiving the specimen from the donor, whenever practical, the collector may allow the donor to wash his or her hands and to flush the toilet. (The collector may inspect the toilet for any materials indicative of specimen tampering prior to flushing.)

13. When you receive the specimen from the donor, read the temperature strip affixed to or placed on the outside of the collection container.

- Do this within 4 minutes after the void.
- Mark the appropriate box in Step 2 of the CCF:
 - If the temperature is **within the acceptable range** (32° - 38°C; 90°-100°F), mark “Yes” and proceed with the collection procedure. Go to Step 14.
 - If the temperature is **outside the acceptable range**, mark “No” and perform a second, directly observed collection:
 - Complete the first collection before initiating the second collection, including Step 14 (examining the physical characteristics of the urine, noting any abnormal characteristics in the Remarks line of the CCF), and continuing with the procedure in Step 16.
 - Record an appropriate comment on the Remarks line in Step 2 of the CCF for the first specimen to indicate why two specimens were collected, including a cross reference to the specimen identification number of the second specimen.
 - Begin the collection of a second specimen using a direct observed collection procedure (see Chapter 6, Section D) and a new collection kit (i.e., a new collection container and a new CCF).
 - Record an appropriate comment on the Remarks line in Step 2 of the CCF for the second specimens to indicate why two specimens were collected, including a cross reference to the specimen identification number of the first specimen.

Note: The first specimen and its CCF are sent to an HHS-certified laboratory regardless of the specimen volume.

Note: Both the first and second specimens must be sent to *an HHS-certified laboratory* for testing.

Note: If the donor refuses to provide a second specimen or leaves the collection site before the collection process is completed, this is considered a refusal to test (see Chapter 7, Section B).

14. Inspect the specimen for adulteration or substitution by examining the physical

characteristics of the urine.

- Note any abnormal characteristics such as:
 - Unusual color (e.g., specimen is blue),
 - Presence of foreign objects or material,
 - Unusual odor (e.g., bleach), or
 - Signs of adulteration (e.g., excessive foaming when shaken).
- A specimen suspected of not being a valid urine specimen must be sent to an HHS-certified laboratory for testing.
- If you observe any abnormal characteristic(s) that appears to be due to adulteration or substitution by the donor, immediately begin a second specimen collection using a direct observed collection procedure (see Chapter 6, Section D) and a new collection kit (i.e., a new collection container and a new CCF).
 - Record an appropriate comment on the Remarks line in Step 2 of both CCFs (i.e., for the first and second specimens) to indicate why two specimens were collected including a cross reference to the associated specimen identification number.
 - Complete the first collection by continuing with the procedure in Step 16.

15. Check the specimen volume to ensure that the specimen contains at least **45 mL** of urine.

- If the specimen volume is at least 45 mL, complete the specimen collection procedure continuing with Step 16.

When the specimen volume is less than 45 mL, discard the specimen and immediately begin a second collection using the same procedures and the same CCF. Use a new collection container for the second collection.

Note: If the donor refuses to attempt to provide a second specimen or leaves the collection site before the collection process is completed, this is considered a refusal to test (see Chapter 7, Section B).

- When a second specimen must be collected, follow the Insufficient Volume procedure in Chapter 6, Section F.
 - When the donor hands you the second specimen, continue with the collection procedure, including Step 13 (checking specimen temperature) and Step 14 (examining physical characteristics of the urine).
 - If the donor is unable to provide at least 45 mL for the second specimen after a period of three hours, stop the collection procedure and report the failure to provide a sufficient specimen as described in the Insufficient Volume procedure in Chapter 6, Section F.

16. Unwrap the sealed specimen bottles in the donor's presence.

17. In the donor's presence, pour the urine from the specimen collection container into the specimen bottle and secure the lid/cap on the bottle.
18. Place the appropriate tamper-evident label/seal over the lid/cap of the bottle to ensure that the lid/cap cannot be removed without destroying the label/seal.
 - **The donor must observe the sealing of the specimen bottle.**
 - If the tamper-evident label/seal from the CCF does not adhere properly to the specimen bottle (e.g., due to moisture, temperature, specimen bottle material) or is accidentally broken or damaged during the collection process:
 - Apply the unacceptable label/seal to the bottle, and
 - Apply a second, separate tamper-evident seal to seal the specimen bottle.
 - Place the additional seal perpendicular to the CCF label/seal, to avoid obscuring information on the CCF label/seal,
 - Initial and date the second seal,
 - Ask the donor to initial the second seal, and
 - Provide a comment on the Remarks line in Step 2 of the CCF explaining why the second seal was used.
19. Discard any excess urine remaining in the collection container after the bottle has been filled with the appropriate volume of urine.
 - The only exception is when the excess urine is being used to conduct clinical tests in conjunction with a physical examination that is required by the agency. No further tests may be conducted on the excess urine.
20. Write the date on the tamper-evident label/seal.
21. Ask the donor to initial the label/seal on the bottle, using care to avoid damage.
 - If the donor fails or refuses to initial the seal, note this on the Remarks line in Step 2 of the CCF and complete the collection process. This is not considered a refusal to test.
22. Inform the donor that it is not necessary for him or her to continue observing the collection procedure after the bottle has been sealed, and that he/she is allowed to wash his or her hands.
23. Assist the donor in completing the donor portion of the CCF:
 - Instruct the donor to read the donor certification statement in Step 5 on Copy 2 of the CCF.
 - Instruct the donor to complete the donor portion on Copy 2 of the CCF:
 - Sign and date the certification statement,
 - Provide his or her date of birth,
 - Print his or her name,

- Provide day and evening contact telephone numbers.
 - If the donor refuses to sign the form or to provide the other information, make a comment on the Remarks line in Step 2 of the CCF to that effect. At a minimum, print the donor's name where indicated. **Note:** This does not constitute a refusal to test.
24. Complete the collector chain of custody portion Step 4 on Copy 1 of the CCF:
- Print your name,
 - Sign where indicated,
 - Record the date and time of the collection, and
 - Record the specific name of the delivery service to which the specimen bottle is being released.
25. Separate Copy 1 of the CCF from the other four copies. Place Copy 1 and the specimen bottle inside the appropriate pouches of the leak-resistant plastic bag and seal the bag.
26. Separate Copy 5 of the CCF and give it to the donor.
- Remind the donor that he or she may list any prescription and over-the-counter medications on a separate sheet or on the back of the donor's copy (Copy 5) of the CCF. This information may help the donor to remember what medications he or she may have taken if he or she is contacted by the MRO.
- Note: This information must not be recorded on any other copy of the CCF or on the Remarks line of the CCF.**
27. Inform the donor that he or she may leave the collection site.
28. Prepare the sealed tamper-resistant plastic bag containing the specimen bottle and CCF for transport to the laboratory.
- Place the sealed specimen bag(s) to be shipped into a shipping container (e.g., box, express carrier mailer). Several specimen bags may be placed into one shipping container.
 - For specimens that will be hand-delivered from the collection site to the laboratory, it is not necessary to use a sealed shipping container. The courier must handle the specimen bags in a manner that protects the specimens from damage.
 - If the tamper-evident label/seal from the CCF is broken on a specimen bottle after the donor leaves the collection site, **the collection must be cancelled.**
 - Notify the agency's designated representative that the label/seal was broken on the specimen bottle.
29. Send Copy 2 of the CCF to the MRO and Copy 4 of the CCF to the agency's designated representative **within 24 hours after the collection or during the next business day.**

- Acceptable transmission methods include:
 - Faxing to a secure fax machine,
 - Sending a scanned image of the CCF copy to a secure computer, and
 - Mailing or transporting by courier.
 - The transmission process must be coordinated between the collection site and the MRO to ensure that transmission procedures meet the MRO's or agency's requirements.
30. Submit the specimen to the laboratory **within 24 hours after the collection or during the next business day.**
- If the specimen is not shipped immediately, the collector is responsible for ensuring its security.
 - For specimens in a sealed plastic bag that has not been placed in a shipping container, take necessary steps to prevent any possible tampering or access by unauthorized personnel.
 - For specimen packages in a sealed shipping container, take necessary steps to protect the container from any possible damage or theft prior to pick-up by the designated delivery service.

D. Direct Observed Collection

A direct observed collection procedure may only be used when:

1. An agency has authorized a direct observed collection because a donor's previous drug test result was reported by an MRO as drug positive, adulterated, substituted, invalid without a legitimate medical reason, or cancelled because the specimen failed to reconfirm or could not be tested, or
2. At the collection site, an immediate collection of a second urine specimen is required in one of the following situations:
 - The temperature of the specimen collected during a routine collection is outside the acceptable temperature range.
 - There is an indication that the donor has tampered with the specimen (e.g., abnormal physical characteristic such as unusual color, excessive foaming when shaken, unusual odor).
 - The conduct of the donor clearly indicates an attempt to adulterate or substitute the specimen.
 - The donor has brought an item to the collection site for the purpose of:
 - Adulteration (e.g., a small vial containing a suspicious liquid),
 - Substitution (e.g., a small vial containing water or other liquid), or
 - Dilution of a urine specimen.

Before conducting a direct observed collection under Item 2 above, the collector must contact a collection site supervisor for concurrence with the collector's decision for a direct observed collection. The collector must make the agency representative aware that a situation exists warranting a direct observed collection and explain to the donor why a direct observed collection is being conducted. If the donor declines to allow a direct observed collection when one of the above circumstances has occurred, it is considered a refusal to test (see Chapter 7, Section B).

The procedure for a direct observed collection is the same as that for a routine collection except an observer (i.e., of the same gender as the donor) watches the donor urinate into the collection container. At the point in a routine collection where the donor enters the restroom with the collection container (see Section C, Step 12), a direct observed collection includes the following additional steps:

1. The individual serving as the observer enters the restroom with the donor.
 - The observer must be the same gender as the donor. **There are no exceptions to this requirement.**
 - If there is no collector of the same gender as the donor, the collector or collection site supervisor must select another individual to serve as the observer. The individual must meet the HHS Mandatory Guidelines qualifications for an observer (see Chapter 1).
2. The observer must directly watch the urine go from the donor's body into the collection container. The use of mirrors or video cameras is not permitted. If the donor fails to follow the observer's instructions related to the direct observed collection, this is considered a refusal to test (see Chapter 7, Section B).
3. With regard to chain of custody, the observer must never touch or handle the collection container unless the observer is also serving as the collector.
4. After the donor has completed urinating into the collection container:
 - The donor and observer leave the restroom and the donor hands the collection container directly to the collector,
 - The observer must maintain visual contact with the collection container until the donor hands the container to the collector, and
 - If the same individual serves as both observer and collector, he or she may receive the collection container from the donor while they are both in the restroom.
5. The collector checks the box for an observed collection in Step 2 of the CCF and provides the name of the observer (if applicable) and the reason for an observed collection on the Remarks line in Step 2 of the CCF. If there is insufficient room on the Remarks line, the collector may attach a separate document explaining the use of an observed collection to the CCF.
6. The collector continues with the routine collection procedures (see Section C, Step 13).

E. Monitored Collection

A monitored collection procedure must be used when:

1. The collection is being conducted in a public restroom (e.g., when the agency's designated collection site is not available and there is an immediate need for a collection), or
2. The restroom used for the collection has a water source that cannot be disabled or secured.

If the donor declines to allow a monitored collection when one of the above circumstances has occurred, it is considered a refusal to test (see Chapter 7, Section B).

The procedure for a monitored collection is the same as that for a routine collection except an individual monitors the collection by checking for signs that the donor may be tampering with the specimen. At the point in a routine collection where the donor enters the restroom with the collection container (see Section C, Step 12), a monitored collection includes the following additional steps:

1. The monitor accompanies the donor into the restroom, and secures the restroom to ensure that no one else can enter during the collection process.
 - The monitor must be the same gender as the donor, unless the monitor is a trained medical professional (e.g., nurse, doctor, physician's assistant, technologist or technician) who is licensed or certified to practice where the collection occurs.
 - The monitor is not required to be a trained collector.
2. The monitor listens for signs of tampering with the specimen.
 - The monitor must remain in the restroom, but outside the stall while the donor is providing the specimen.
 - The monitor must not watch the donor urinate into the specimen container.
3. If there is evidence of specimen tampering, the monitor notifies the collector to immediately begin to collect a second specimen using a direct observed collection procedure (see Chapter 6, Section D).
4. With regard to chain of custody, the monitor must never touch or handle the collection container unless the monitor is also serving as the collector.
5. After the donor has completed urinating into the collection container:
 - The donor and monitor leave the restroom and the donor hands the collection container directly to the collector,
 - The monitor must maintain visual contact with the collection container until the donor hands the container to the collector, and
 - If the same individual serves as both monitor and collector, he or she may receive the collection container from the donor while they are both in the restroom.

6. The collector provides the name of the monitor (if applicable) on the Remarks line in Step 2 on Copy 1 of the CCF.
7. The collector continues with the routine collection procedures (see Section C, Step 13).

F. Insufficient Specimen

If a donor tells the collector that he or she cannot provide a specimen, the collector must begin the collection procedure regardless of the reason given. The donor demonstrates his or her inability to provide a valid specimen when he or she comes out of the restroom with an empty collection container. Immediately begin a second collection using the same procedures, the same collection container, and the same CCF.

1. If the donor indicates that he or she may be able to provide a specimen if given more time:
 - Offer the donor a reasonable amount of fluid to drink distributed reasonably through a period of up to 3 hours (e.g., an 8 ounce glass of water every 30 minutes, not to exceed 40 ounces over a period of 3 hours) or until the donor has provided a sufficient amount of urine, whichever occurs first. The donor is not required to drink fluids during the waiting period.
 - Instruct the donor to let you know when he or she is able to provide a sufficient quantity of specimen. It is recommended that you allow sufficient time to have only one additional attempt rather than having to document several unsuccessful attempts. Be sensitive to how frequently you ask a donor to attempt to provide a specimen.
 - Record the time of the attempt to provide a sufficient volume of specimen (e.g., on the Remarks line of the CCF).
 - The donor must remain under the direct observation of the collector to prevent the donor from possibly compromising the collection process.

Note: The collector must NOT under any circumstances combine urine collected from separate voids to create one specimen of sufficient volume.

2. If the donor states that he or she is unable to provide a specimen, or if the donor has not provided sufficient volume of specimen in **three hours** from the time of the donor's first attempt, **discontinue the collection** and:
 - Record the reason for not collecting the specimen on the Remarks line and mark the "None Provided" box in Step 2 of the CCF,
 - Notify the agency's designated representative of the situation,
 - Discard the urine collected (if any),
 - Give Copy 5 of the CCF to the donor and request that the donor leave the collection site,
 - Discard Copy 1 of the CCF (no valid specimen was collected), and
 - Send Copy 2 of the CCF to the MRO and Copy 4 of the CCF to the agency's designated representative within 24 hours or the next business day.
3. If the donor refuses to attempt to provide a specimen or leaves the collection site before the

collection process is completed, this is a refusal to test. The collector must follow the procedure in Chapter 7, Section B.

Chapter 7. Miscellaneous Collection Issues

A. Donor Conduct

The collector should pay close attention to the donor's conduct during the entire collection process and take the following actions as necessary:

1. If the donor's actions or items on his or her person clearly indicate an attempt to tamper with (i.e., substitute, adulterate, or dilute) a specimen, conduct a direct observed collection (see Chapter 6, Section D) and document the reason on the Remarks line in Step 2 of the CCF.
2. If the donor's actions clearly indicate an attempt to substitute or adulterate a specimen and the donor has already provided a specimen:
 - Complete the collection procedure for that specimen and immediately begin a new collection using a direct observed collection procedure, a second CCF, and a new collection kit.
 - Provide appropriate comments in Step 2 on both CCFs (i.e., for the first and second specimens):
 - Note on the Remarks line whether the specimen is the first or the second of the two collections for the donor,
 - Write on the Remarks line the specimen ID number of the associated specimen,
 - Note on the Remarks line the reason for the second collection (i.e., the observed conduct or found items indicative of attempted substitution or adulteration), and
 - Document that the second collection was under direct observation by checking the appropriate box and writing the observer's name in the Remarks line (if the collector was not the observer).
 - Inform the agency's designated representative that a collection took place under direct observation and the reason for having done so.
3. If the donor fails to arrive at the assigned time:
 - Contact the agency's designated representative to obtain guidance on the action to be taken.
 - This is not considered a refusal to test.

B. Refusal to Test

An agency will take adverse action against an employee whose drug test specimen is reported as a refusal to test. The collector reports a "refusal to test" when:

1. The donor fails to cooperate with any part of the testing process (e.g., refuses to provide a

- specimen, refuses to display the items in his or her pockets at the beginning of the collection, or refuses to wash his or her hands at the beginning of the collection),
2. The donor declines to allow a direct observed collection when required, or fails to follow the observer's instructions related to the direct observed collection,
 3. The donor declines to allow a monitored collection when required,
 4. The donor declines to continue the collection process when his or her first specimen has insufficient volume,
 5. The donor leaves the collection site before completion of the collection (except for leaving before the collection has begun for a pre-employment test).
 6. The donor possesses or wears a prosthetic device that could interfere with the drug test,
 7. The donor admits to the collector that he or she has adulterated or substituted his or her specimen.

When reporting a "refusal to test," the collector must:

1. Notify the agency's designated representative by any means (e.g., telephone, secure fax machine, e-mail) that ensures immediate receipt of the refusal notification,
2. Document the refusal to test on the CCF with appropriate comments, signature, and date in the Remarks line of Step 2, and
3. Send all copies of the CCF to the agency's designated representative.

Chapter 8. Collector Errors

The CCF is a forensic document and will be part of the litigation package if a specimen comes under legal challenge. The collector should **never** use correction fluid on the CCF, and should never overwrite or scribble out information recorded or printed on the CCF. Unclear or improper edits to CCF information (e.g., donor identification numbers, signatures) could compromise the legal defensibility of the document.

If the collector makes an error on a CCF, he or she should:

1. Make a line through the erroneous information, leaving the original information legible,
2. Write the correct information near (e.g., beside) the original annotation, and
3. Initial and date the change.

It is acceptable for the collector to cross out preprinted information on the CCF that is incorrect or inapplicable (e.g., collection site, MRO, laboratory, or employer information). The collector must use the procedures described above for changing the information on the form. This may be necessary in the event of unexpected collections (e.g., post-accident) or when CCFs at the collection site have outdated information.

There are three categories of collector errors:

1. Fatal flaws that result in a laboratory rejecting a specimen or an MRO cancelling a test,
2. Correctable flaws that result in a laboratory rejecting a specimen or an MRO cancelling a test unless the flaw is corrected by an acceptable explanation from the collector, or
3. Omissions and discrepancies on the CCF that are considered insignificant and do not cause rejection by the laboratory or cancellation by the MRO when they are infrequent (i.e., when a

collector does not make the error more than once a month).

The collector must take **immediate** steps to provide an explanation to the laboratory or MRO when notified of an error. A laboratory holds specimens for a short time (i.e., a minimum of five business days) after the collector has been notified, before reporting the specimen as rejected for testing and discarding the specimen.

Agencies must investigate reported collection site deficiencies (e.g., specimens rejected for testing due to collector errors).

ATTACHMENT K
DRUG TESTING COLLECTION SITES
IN ALPHA ORDER BY CITY

<u>CITY</u>	<u>SITE #</u>	<u>AGENCY</u>	<u>ADDRESS</u>	<u>PHONE #</u>
ANNAPOLIS	0064	Anne Arundel County Department of Social Services	80 West Street	410-269-4604
ANNAPOLIS	0002	Anne Arundel County Health Department	3 Harry S. Truman Parkway	410-222-7134
BALTIMORE	0172	Baltimore City Detention Center	Jail Industries Building, 531 E. Madison Street	410-209-4131
BALTIMORE	0162	Baltimore Juvenile Justice Center	300 North Gay Street	443-263-8894
BALTIMORE	0050	Centralized Hiring Unit, Department of Public Safety and Correctional Services	6774-C Reisterstown Road	410-585-3470
BALTIMORE	0151	Institute for Emergency Medical Services Systems	653 West Pratt Street	410-706-0470
BALTIMORE	0149	Juvenile Services, Maryland Department of	One Center Plaza, 120 West Fayette Street	410-230-3454
BALTIMORE	0103	MD State Police - Barrack "R" (Golden Ring)	8908 Kelso Drive	410-780-2700
BALTIMORE	0179	MTC Baltimore Region Finance Office	924 Forest Street	410-234-1825 <u>or</u> 410-320-0543
BALTIMORE	0181	O'Brien House	521 E. Eager Street	410-230-1434
BALTIMORE	0122	Medical Services Unit, Department of Budget and Management	301 West Preston Street, Room 508	410-767-4627
BALTIMORE	0069	Workforce Technology Center	2301 Argonne Drive	410-554-9100
BEL AIR	0090	Maryland State Police - Barrack "D" (Bel Air)	1401 Belair Road	410-879-2101
CAMBRIDGE	0008	Dorchester County Health Department	3 Cedar Street	410-901-8124
CAMBRIDGE	0043	Eastern Shore Hospital Center	5262 Woods Road	410-221-2330
CATONSVILLE	0114	RICA - Baltimore	605 S. Chapel Gate Lane	410-368-7828
CATONSVILLE	0015	Spring Grove Hospital Center	55 Wade Avenue, Preston Building	410-402-7408
CHELTENHAM	0038	Cheltenham Youth Facility	11001 Frank Tippet Road	301-396-4342
CHESTERTOWN	0175	J. DeWeese Carter Youth Facility	300 Scheeler Road	410-778-7379

COLLEGE PARK	0102	Maryland State Police - Barrack "Q" (College Park)	10100 Rhode Island Avenue	301-345-3101
COLUMBIA	0051	Maryland School for the Deaf - Columbia	8169 Old Montgomery Road	410-480-4517
CUMBERLAND	0182	DJS Youth Center in Cumberland	1 James Day Drive	301-722-1627
CUMBERLAND	0089	Maryland State Police - Barrack "C" (Cumberland)	1125 National Highway	301-729-2101
CUMBERLAND	0076	Thomas B. Finan Center	Country Club Road	301-777-2405
CUMBERLAND	0164	Western Correctional Institution	13800 McMullen Highway, SW	301-729-7030
EASTON	0095	Maryland State Police - Barrack "I" (Easton)	7053 Ocean Gateway	410-819-4747
FORESTVILLE	0098	Maryland State Police - Barrack "L" (Forestville)	3500 Forestville Road	301-568-8101
FREDERICK	0170	Department of Juvenile Services in Frederick	801 N. East Street, Suite 3	240-629-3037
FREDERICK	0009	Frederick County Health Department	300 Scholls Lane	301-600-3444
FREDERICK	0186	Maryland School for the Deaf - Frederick	400 S. Carroll Street -- New Elementary Building Nurse's Station - Room S145	301-360-2007
HAGERSTOWN	0083	Maryland State Police - Barrack "O" (Hagerstown)	18345 Col. Henry K. Douglas Drive	301-739-2101
HAGERSTOWN	0184	Potomac Center	1380 Marshall Street	240-313-3561
HAGERSTOWN	0063	Western Maryland Center	1500 Pennsylvania Avenue	301-791-4495
HAGERSTOWN	0125	Western Maryland Correctional Hiring Unit	18411 Roxbury Road	301-745-3673
HAGERSTOWN	0180	Western Regional Center - Hagerstown	18415 Roxbury Road	410-767-0023
JESSUP	0148	Clifton T. Perkins Hospital Center	8450 Dorsey Run Road	410-724-3014
JESSUP	0126	Division of Correction	7601 Oak Ridge Road	443-755-9680 x303 <u>or</u> x306
JESSUP	0176	Maryland Correctional Pre-Release System	7931 Brock Bridge Road (Off Route 175)	410-540-6201
JESSUP	0087	Maryland State Police - Barrack "A" (Waterloo)	7777 Washington Boulevard	410-799-2101
JESSUP	0173	Patuxent Institution	7555 Waterloo Road	410-799-7868
LAUREL	0124	Waxter Children's Center	375 Red Clay Road	410-792-7416
LEONARDTOWN	0105	Maryland State Police - Barrack "T" (Leonardtown)	23200 Leonard Hall Drive	301-475-8955
MIDDLE RIVER	0187	Warfield Air National Guard Base	2701 Eastern Boulevard	410-918-6538
OCEAN CITY	0020	Worcester County Health Department	WACS Center, 11827 Ocean Gateway	410-213-0202

PARKVILLE	0163	Charles H. Hickey, Jr. School	9700 Old Harford Road	410-663-7654
PIKESVILLE	0068	Maryland State Police (Headquarters)	1201 Reisterstown Road, Building "B"	410-653-4298
ROCKVILLE	0116	John L. Gildner RICA	15000 Broschart Road	301-251-6816
ROCKVILLE	0040	Noyes Children's Center	9925 Blackwell Road	410-792-0865
SALISBURY	0161	Deer's Head Center	351 Deer's Head Road	410-543-4033
SALISBURY	0159	Holly Center	926 Snow Hill Road	410-572-6283
SALISBURY	0037	Salisbury District Court	Multi-Service Center, 201 Baptist Street	410-543-6600
SAVAGE	0150	Internal Investigative Unit	8510 Corridor Road, Suite 100	410-724-5720
SYKESVILLE	0057	Springfield Hospital Center	6655 Sykesville Road (off Route 32)	410-795-2100
WESTOVER	0077	Eastern Correctional Institution	30420 Revells Neck Road	410-845-4000
WHITE PLAINS	0007	Charles County Health Department	4545 Crane Highway Building	301-609-6631