

Invitation For Bids (IFB)

Specimen Collection Solicitation No: F10B82000005



**Department of Budget and Management
Issue Date: October 11, 2007**

NOTICE

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

Minority Business Enterprises are Encouraged to Respond to this Solicitation

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KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Invitation For Bids

Specimen Collection

PROJECT NUMBER F10B8200005

IFB Issue Date: e-Maryland Marketplace: **October 11, 2007**

IFB Issuing Office: Department of Budget & Management

Procurement Officer: Mike Yeager
Phone: 410-260-6014
Fax: 410-974-3274
e-mail: myeager@dbm.state.md.us

Bids are to be sent to: Department of Budget & Management
Division of Procurement Policy & Administration
Room 141
45 Calvert Street
Annapolis, MD 21401
Attention: Mike Yeager (410-260-6014)

Pre-Bid Conference: Thursday, October 18, 2007 at 10:00 AM (Local Time)
Calvert Street Office Building
45 Calvert Street – Room 240
Annapolis, Maryland 21401
For directions see Attachment F

Closing Date/Time: **Friday, November 9, 2007, 2:00 PM (Local Time)**

Bid Opening Date/Time **Friday, November 9, 2007, 2:30 PM (Local Time)**
Room 164A – 45 Calvert Street, Annapolis, MD 21401

STATE OF MARYLAND NOTICE TO BIDDERS

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your Bids. If you have chosen not to submit a Bid on this Contract, please email myeager@dbm.state.md.us, or fax (410-974-3274) this completed form to the attention of Mr. Mike Yeager. Thank you for your assistance.

Title: **Specimen Collection**

Project No: **F10B8200005**

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

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

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

REMARKS: _____

Bidder Name: _____ Date _____

Contact Person: _____ Phone _____ - _____

Address: _____

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The State of Maryland (State) tests applicants and employees for the illegal use of drugs to assure its citizens that State employees are not impaired by the illegal use of drugs in the workplace. This practice ensures compliance with the Federal Omnibus Drug Abuse Act of 1988, which requires any State receiving Federal funds to establish a drug-free workplace. The Act also requires any State that receives federal funds to have a policy on the use of substances, an employee awareness program and a procedure for employees to report their convictions.
- 1.1.2 DBM is soliciting Bids to obtain a Contractor to collect specimens from applicants and employees for the illegal use of drugs. These specifications are provided for the purpose of requesting Bids to administer the centralized drug testing program for State job applicants and employees for a 5 year period commencing on or about December 1, 2007.
- 1.1.3 DBM intends to make a single Contract award as a result of this IFB.

1.2 Abbreviations and Definitions

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

- a. ATR – Agency Technical Representative, the person assigned by the employing agency to ensure compliance with the State’s drug testing requirements, as defined in COMAR 17.04.09.01B
- b. Bidder – An entity that submits a Bid in response to this IFB
- c. BPW – Maryland Board of Public Works
- d. CCF - Custody and Control Form – form provided by the FTDTL that accompanies each specimen and documents chain of custody
- e. CFR – Code of Federal Regulations
- f. CJIS – Criminal Justice Information System
- g. COMAR – Code of Maryland Regulations
- h. Contract – The State’s Contract attached to this IFB as Attachment A
- i. Contract Manager – The State representative serving as the technical manager for the Contract which results from this IFB. The Contract Manager monitors the daily activities of the Contract and provides technical guidance to the Contractor. DBM may change the Contract Manager at any time by written notice to the Contractor.
- j. Contractor – The selected Bidder, the business entity awarded the Contract for the procured services identified in this IFB
- k. DBM – Department of Budget and Management
- l. DHHS – United States Department of Health & Human Services
- m. Drug Testing Guidelines – Guidelines promulgated by SAMHSA for federal workplace drug testing programs in the Urine Specimen Collection Handbook
- n. FTDTL – Forensic Toxicology Drug Testing Laboratory

- o. IFB – Invitation For Bid
- p. Local Time – Time in the Eastern Time Zone as observed by the State
- q. MBE – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
- r. MRO – Medical Review Officer – a licensed physician with knowledge of substance abuse disorders who verifies whether results are positive or negative
- s. NTP - Notice To Proceed – A formal notification issued by the Contract Manager that directs the Contractor to immediately, or as of a date contained in the notice, begin performance of work
- t. Procurement Officer – The State representative responsible for this IFB and the determination of Contract scope issues. The Procurement Officer is the only State representative who can authorize changes to the Contract. DBM may change the Procurement Officer at any time by written notice to the Contractor.
- u. SAMHSA – Substance Abuse & Mental Health Services Administration of the U.S. Department of Health & Human Services
- v. State of Maryland business hours – 8:00 am-5:00 pm Local Time; Monday-Friday.

1.3 Contract Type

The Contract that results from this IFB shall be a Firm Fixed Unit Price - Indefinite Quantity Contract, in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

The Contract term shall be for a period of five years. The services to be provided hereunder shall begin on the date the Contract Manager issues the NTP and shall terminate, and the Contract shall expire, five years thereafter. It is anticipated that the Contract term shall be from December 1, 2007 through November 30, 2012.

1.5 Contacts

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

Mr. Mike Yeager
Department of Budget and Management
Office of Procurement Policy and Administration
45 Calvert Street, Room 141
Annapolis, MD 21401
Telephone: 410-260-6014
Fax: 410-974-3274
Email: myeager@dbm.state.md.us

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

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

1.6 Pre-Bid Conference

A Pre-Bid Conference will be held on Thursday, October 18, 2007 beginning at 10:00 A.M. (Local Time), at 45 Calvert Street, Room 240, Annapolis, MD 21401. Attendance at the Pre-Bid Conference is not mandatory, but all interested Bidders are encouraged to attend in order to facilitate better preparation of their Bids and a better understanding of the IFB requirements.

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

To assure adequate seating and other accommodations at the Pre-Bid Conference, all potential Bidders planning to attend are asked to return the Pre-Bid Conference Response Form (Attachment E) or call the Procurement Officer by Monday, October 15, 2007. If there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide the necessary accommodation.

1.7 Questions

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

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

1.8 Bids Due (Closing) Date

An unbound original, plus two copies and an electronic CD version of the paper submission of the Bid must be received by the Procurement Officer, at the address listed in Section 1.5A, no later than **Friday, November 9, 2007, 2:00 PM (Local Time)** in order to be considered. Requests for extension of this date or time shall not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received by the Procurement Officer after the closing time and date will not be considered. Bids delivered by email or facsimile shall not be considered.

Bids will be opened **Friday, November 9, 2007, at 2:30 PM (Local Time)**, in Room 164A, 45 Calvert Street, Annapolis Maryland in accordance with the provisions of COMAR 21.05.02.11B. Bids will be made available for public inspection at or within a reasonable time after Bid opening. Any material deemed confidential or proprietary by the Bidder must be clearly marked and shall be readily separable from the Bid to facilitate public inspection of the non-confidential portion of the Bid.

1.9 Duration of Bid

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

1.10 Revisions to the IFB

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

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

1.11 Cancellations; Discussions

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

1.12 Incurred Expenses

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

1.13 Economy of Preparation

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

1.14 Protests/Disputes

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

1.15 Multiple or Alternate Bids

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

1.16 Public Information Act Notice

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

1.17 Bidder Responsibilities

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

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

1.18 Mandatory Contractual Terms

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

1.19 Bid Affidavit

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

1.20 Contract Affidavit

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

1.21 Arrearages

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

1.22 Procurement Method

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

1.23 Reciprocal Preference

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

1.24 No Bid Statement

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

1.25 Award Basis

The State will award the Contract to the responsive and responsible Bidder submitting the most favorably evaluated Bid price (as referenced in COMAR 21.05.02.13) for providing the services as specified in this IFB. In the event of a tie Bid, the process documented in COMAR 21.05.02.14 shall apply.

1.26 Verification of Registration and Tax Payment

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

1.27 False Statements

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

- (a) In connection with a procurement contract, a person may not willfully:
 - (1) falsify, conceal or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction, is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.28 eMarylandMarketplace (eMM)

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

A vendor must be registered on eMM in order to receive a Contract award.

1.29 Electronic Funds Transfer

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

1.30 Living Wage Requirements

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

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State Contract services valued at 50% or more of the total value of the Contract are performed in the Tier 1 Area. If State Contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$8.50 per hour. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract.

SECTION 2 – DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

2.1 BACKGROUND

The State tests employees and applicants for the illegal use of drugs in the following situations: random, reasonable suspicion, pre-employment, incident triggered (accident or unsafe practice), disclosure of participation in rehabilitation program, disclosure of arrest for controlled dangerous substance offense; after rehabilitation and after certain personnel actions. The Contract to result from this IFB will provide for Statewide 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 and equipment necessary for the on-site collection of the specimens and transportation of the specimens from the State-designated collection sites to the FTDTL. Attachment L contains a list of 83 locations currently designated as collection sites.

Historically, the number of specimens collected under the prior Contract averaged **6,900 per year or 580 per month** for each year of the prior Contract. These figures are estimates, based on the number of collections per year over the past three years of the prior Contract. These estimates are not to be construed as guarantees of the number of yearly or monthly collections that may occur under the duration of this Contract. In the past three years, there have been as few as 330 and as many as 850 collections per month. Attachment H provides detailed information on the State's specimen collection requirements from July 1, 2006 through June 30, 2007. Please review Attachment H carefully to ensure a thorough understanding of the requirements of this Contract.

2.2 SCOPE OF WORK FOR URINE SPECIMEN COLLECTIONS & SHIPMENT/DELIVERY TO FTDTL

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

2.2.1 Contractor Personnel

- a. The specimen collectors shall meet the training requirements specified in §40.33 of 49 CFR Part 40 and shall maintain compliance with the training requirements throughout the duration of this Contract.

b. The Contractor shall obtain a CJIS State and Federal criminal background check for each specimen collector. A CJIS State criminal background check should be completed prior to undertaking duties under this Contract, but in no case later than one month after the date of award. A CJIS Federal background check must be completed within four months of receiving award. The Contractor shall provide copies of the background checks to DBM, which reserves the right to reject any collector based upon the results of the background check. Any collector assigned by the Contractor during the term of this Contract shall also meet the above background check requirements.

c. Within ten days of Contract award, the Contractor shall submit a Communications Plan to the Contract Manager. This Plan shall include the names, phone numbers (including pagers, cell phones, etc.) and e-mail addresses for all key contact personnel to facilitate communications with the Contractor. The Plan shall also identify key contact personnel who are available after normal business hours to accommodate requests for off-hour collections. Updated information shall be submitted to the Contract Manager as often as necessary to remain current.

d. The Contractor shall designate a scheduler, who will be available during normal State business hours to work with ATRs to schedule collections in a timely and orderly manner. The scheduler shall be identified in the Communications Plan. A scheduler who is available to accommodate after-hours collections shall also be identified in the Communications Plan. The State reserves the right to approve the individual(s) designated as scheduler(s).

2.2.2 Collection Site Designation

a. The Contract Manager shall maintain a list of authorized collection sites to ensure there are sufficient sites geographically dispersed throughout the entire State. The Contract Manager reserves the right to designate additional collection sites on an as-needed basis throughout the duration of this Contract.

b. The ATR shall select a collection site from the authorized list for each collection occasion. In unusual circumstances, the ATR may arrange with the Contractor to use a different collection site. Such situations require the Contractor to obtain the approval of the Contract Manager or designee.

2.2.3 Notification to Contractor of Required Specimen Collection

a. Regular Collections - The ATR shall provide the Contractor with an approximate number of donors scheduled for specimen collections, indicating specific collection site and scheduled times, at least three working days prior to each collection occurrence, except for emergency collections. At the request of the ATR, the Contractor shall schedule collections up to sixty calendar days in advance. Due to the approximate number of donors scheduled for any given collection occasion, the Contractor shall always have on site a significant number of collection kits in excess of the approximate number of scheduled collections for any given collection occurrence.

b. The Contractor is permitted to charge an amount equivalent to 25% of the firm fixed unit price for regular collections specified in its Financial Proposal if a donor(s) fails to attend a scheduled regular specimen collection, unless the ATR provides at least 24 hours advance notice of cancellation.

c. Emergency Collections - (e.g., reasonable suspicion and post-accident testing) – The ATR shall provide the Contractor with the number of donors, indicating specific collection site and scheduled times, as soon as possible after the need for an emergency collection is determined. The Contractor shall respond as expeditiously as possible after notification from an ATR or the MRO. The collection shall be completed within 24 hours of notification, unless the circumstances dictate a more immediate collection. Requests for emergency collections 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 three years, emergency requests were required on less than ten occasions each year.

d. For emergency collections, the Contractor is permitted to charge an amount equivalent to 25% of the firm fixed unit price for emergency collections specified in its Financial Proposal if a donor(s) fails to attend a scheduled emergency specimen collection.

2.2.4 Collection Site Specifications

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

a. The collection 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.

b. All of the following items are available at the collection site :

- (1) Single-use plastic collection containers
- (2) Single-use plastic specimen bottles
- (3) Temperature strips capable of indicating temperature readings between 90°-100°F (or 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) Shipping containers
- (9) Bluing agent
- (10) Secure temporary location
- (11) Disposable gloves

- c. The collection 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. The collection site must also have a source of water for hand-washing and a suitable, clean surface for the collector's work area.
- d. The portion of the facility being used for collection is secure during drug collection operations in cases where the State cannot dedicate a site solely for the purpose of drug collection. No unauthorized personnel shall be permitted in any part of the collection site where urine specimens are collected or stored.
- e. The ATR is immediately apprised if a site fails to meet the above requirements and the Contract Manager is advised by the Contractor as soon as possible.

2.2.5 Collection Requirements

- a. To ensure that required chain of custody and specimen control are maintained, the Contractor shall strictly follow the collection procedures for single specimens, as specified in the Drug Testing Guidelines and COMAR 17.04.09. The Contractor shall comply with any revisions or clarifications to the Drug Testing Guidelines and COMAR, to assure continued conformance with the requirements.
- b. When the donor arrives at the collection site, the collector shall request the donor to provide acceptable photo identification. If the donor does not have proper photo identification, the collector shall follow the procedure specified in the Drug Testing Guidelines regarding alternative acceptable identification.
- c. The donor may provide a 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.
- d. 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.
- e. The urine specimen 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 "shy bladder" collection, as specified in the Drug Testing Guidelines. The ATR is responsible to direct the donor to remain at the collection site for the required time period.
- f. The Contractor should immediately prepare the 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 specimen be stored for longer than 24 hours after collection prior to shipment.

g. The Contractor shall adhere strictly to the collection schedule established by the State. If there is a need to modify the collection schedule, the Contractor shall immediately advise the ATR and request a modification.

h. For the vast majority of collections, collectors may be of either gender. However, when a direct observed collection is required, the collector must be of the same gender as the donor providing the specimen. In such instances, the Contractor will be given advance notice of specific gender requirements and must accommodate requests for same gender collectors. Direct observed collections shall only be made with specific authorization from the ATR or the MRO for the conditions specified in the Drug Testing Guidelines. Since February 2006, direct observed collections were required on 7 occasions.

i. The Contractor shall promptly rectify all collector errors, in accordance with the procedures specified in the Drug Testing Guidelines and to the satisfaction of the MRO.

2.2.6 Submission of Specimen Collection Documents

Within 3 working days of each collection, the Contractor shall submit the MRO's copy of the CCF, as well as a copy of the Authorization Form for Release of Records & Information (HIPAA Authorization), to the Contract Manager.

2.2.7 Reports and Records

a. The Contractor shall maintain all records for a minimum of three years unless advised otherwise by the State. In no case must records be maintained longer than five years.

b. 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.

2.2.8 Contractor Testimony

The Contractor shall make Contract personnel available, whenever requested in writing by the State, 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.

If it is necessary for any Contract personnel to provide a deposition or testimony, the Contractor will be paid for each person authorized by the Contract Manager. The Contractor will be paid the hourly rate specified in its Financial Proposal, or a prorated portion thereof rounded off in 15-minute increments, for each hour or increment, that each authorized person spends preparing for and/or providing the actual deposition or testimony. Each authorized person must document the nature and rationale for any billable preparation time, to the satisfaction of the Contract Manager.

The Contractor will also be paid the hourly rate, or prorated portion thereof, for all time spent by each 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 is only allowed for travel outside the above-prescribed 30-mile radius.

2.2.9 Payment of Postage and Shipping Fees

The Contractor shall pay all postage and shipping fees related to information submitted to the State, including forms, reports, etc. This excludes postage or shipping fees related to the transportation of the specimens, which shall be paid by the FTDTL Contractor.

2.2.10 State Personnel

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

2.3 CONFIDENTIALITY REQUIREMENTS

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

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

2.4 RIGHT TO AUDIT

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

The State reserves the right to derive data from, or to inspect for review and analysis, the records held by the Contractor at any time. The right to audit shall include:

- a. Authorization to visit the Contractor's processing and/or storage premises and access to all data including paper documents, microfilm, microfiche and magnetically stored data which relate to payments or nonpayment made by the Contractor and charged to the State;
- b. Full access to the State or its designee to all claims data including paper documents, microfilm, microfiche and magnetically stored data relating to specimen collections, and any other items needed for cost and outcome studies; and
- c. Prompt responses to requests for data.

2.5 BILLING AND INVOICING

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

- date of each collection
- agency name (as recorded on the CCF)
- collection site
- barcode for each collection
- name and social security number of each donor
- clear identification of all emergency collections
- unit price for each collection performed (as specified on Attachment D)
- total number of collections performed
- total amount owed for all collections performed
- unit price, quantity and total price for other services (e.g. testimony, travel, etc.)

Invoices must be signed and dated and include the DBM-issued Purchase Order number, the Contractor's social security number or Federal Tax ID number and the Contractor's mailing address. Payments will be made based on a comparison of invoices with the services actually provided and a determination of continued satisfactory provision of services and compliance with all Contract requirements. Invoices submitted without clear, concise, readable, definitive information shall be returned to the Contractor for clarification, which may delay payment.

For contract close-out, all invoices must be received within 45 calendar days of the end of this Contract. Any invoice not received within 45 calendar days of the end of the Contract will not be paid.

2.6 INSURANCE REQUIREMENTS

The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.

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

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

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

Standard Insurance Service Office

Commercial General Liability, Occurrence Form:

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

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

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

\$1,000,000 - Each Occurrence Limit

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

\$ 50,000 - Fire Damage Limit

\$ 5,000 - Medical Expense

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

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

2.7 PRICE ADJUSTMENT

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

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

The following example illustrates the computation of percent change:

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

To illustrate the application of this procedure, the third year of the Contract begins on 12/1/2010. If the CPI increased by 1.9% between 12/31/2008 and 12/31/2009, the Contractor can request a 1.9% increase in its unit prices as of 12/1/2010 to cover the third contract year (until 11/30/2011). Should the calculation exceed five percent (5%), the maximum annual increase shall be limited to five percent of the current Contract prices.

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

If the CPI should decrease during any period of the Contract, the State may automatically reduce the unit price payments under the Contract by the appropriate amount as of the date permitted by this procedure for such price change.

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

SECTION 3 – BID FORMAT

3.1 General

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

3.2 Preparation/Submission of Bids

- 3.2.1 Bids must be submitted to the Procurement Officer at the address identified in IFB Section 1.5A.
- 3.2.3 Bids must be delivered on time, on or before the due date and time specified in Section 1.8.
- 3.2.4 Bids must be submitted in a sealed envelope clearly labeled as follows:
 - a. “Sealed Bid - Department of Budget & Management, Specimen Collection, Project No. F10B8200005”
 - b. Bid Due Date and Time and
 - c. Name of the Bidder
- 3.2.5 Bidders must prepare and submit an unbound original and two paper copies. The original must be identified and copies must be marked accordingly. An electronic CD version of the paper submission (See Section 1.8) of the Bid shall be included. The CD shall be clearly labeled with the Bid Date, Bid Title and Bidder’s name. This version may consist of a variety of software files (i.e., pdf, doc, xlc, etc.) as determined by the Bidder.
- 3.2.6 **Bidders must provide:**
 - a. Attachment D – Price Bid Form - completed in accordance with instructions on the Price Bid Forms and signed by an individual who is authorized to bind the Bidder to the services and prices contained in the Bid. Include the Bidder’s Federal Identification Number and its eMM Number;
 - b. Acknowledgement of the receipt of all addenda to the IFB, if any;
 - c. Bid Affidavit - Attachment B. [Note: The Contract Affidavit (Attachment C) is completed at time of notification of award to the winning Bidder.]
 - d. Statement of Fiscal Integrity. Documentation that addresses the Bidder’s financial solvency that may include, but not be limited to, one or all of the following:

1. Current balance sheet
 2. Certified financial statement
 3. Dunn and Bradstreet rating
 4. Line of credit
 5. Successful financial track record
 6. Evidence of adequate working capital
- e. Legal Action Summary – Describe:
1. Any outstanding legal actions or potential claims against the Bidder
 2. Any settled or closed legal actions or claims against the Bidder over the past five years
 3. Any judgments against the Bidder within the past five years, including the case name, number, court and final ruling or determination from the court.
 4. The judge and court location in instances where litigation is ongoing and the Bidder has been directed by the court not to disclose information
- f. Certificate of Insurance: Copy of the Bidder’s current certificate of insurance to meet the conditions of Section 2.6.
- g. References - **Three** references from current and/or previous customers within the immediate past three years who are capable of documenting experience in providing the same or similar services. Each reference shall include:
1. Name of client organization
 2. Name, title and telephone number of point of contact for client organization
 3. Value, type and duration of Contract, the products and/or services provided, scope of the Contract, geographic area supported, etc.
 4. Explanation of why the Bidder is no longer providing services to the client organization, if the Bidder is no longer serving this client.
- DBM reserves the right to request additional references.**
- h. Living Wage Affidavit (Attachment M)
- i. Proof/evidence of compliance with the requirement that specimen collectors meet the training requirements specified in §40.33 of 49 CFR Part 40 and shall maintain compliance with the training requirements throughout the duration of this Contract.
- j. Staff Information
1. Duties of the person(s) assigned management responsibility for each of the areas listed in the technical requirements, including information on the authority and accountability of each manager
 2. Resumes of key personnel assigned to this Contract, including specific training and experience of all members of collection staff

3. Resumes of collection personnel who may be required to serve as expert witnesses. Include a list of all cases in which the individual testified, either through deposition or at a hearing or trial, the party for whom the individual testified and whether the individual was qualified as an expert witness by the court.

k. Capabilities and Experience Statement

1. Company history, organizational structure and ownership, including relationship(s) to any parent firms, sister firms, subsidiary firms or any firms which may have an interest in the State's drug testing program. Describe the corporate resources that will be available to support this Contract.
 2. Organization plan describing the corporate relationship, including joint ventures and delineating the relationship between the prime Contractor and any or all Subcontractor(s)
 3. Organization chart detailing specific roles, responsibilities and labor category for key staff assigned to this Contract.
- l. Compliance with Section 2.2.5 (Collection Requirements). Affirm that collection procedures will adhere to all procedures specified by SAMHSA and explain how such adherence is accomplished during all phases of the collection process. In particular, describe:
1. Intended means of shipment to the State-designated FTDTL;
 2. Type of packaging used to make shipments;
 3. Typical and maximum time frames between the collection and shipment of specimen(s);
 4. Procedure and capacity, both in terms of staff and number of collection kits, to accommodate more donors appearing at a collection site to provide specimens than had been estimated under Section 2.2.3 (Notification to Contractor)
 5. Procedure to satisfy the time requirements (within 24 hours or less) for emergency collections specified in Section 2.2.3c.
- m. Subcontractor Information – same information as requested above for each Subcontractor that will perform any of the functions under this Contract

ATTACHMENTS

ATTACHMENT A – The State’s Contract - provided with the IFB for informational purposes but not required at Bid submission time; must be completed, signed and returned to the Procurement Officer by the selected Bidder upon notification of proposed Contract award

ATTACHMENT B – Bidder’s Bid Affidavit - must be completed and submitted with the Bidder’s Technical Offer

ATTACHMENT C – Contract Affidavit - not required at Bid submission time; must be completed, signed and submitted to the Procurement Officer by the selected Bidder within 5 working days of notification of proposed Contract award

ATTACHMENT D – Price Bid/Instructions/Forms – comprises the Bidder’s Price Bid; completed, signed and submitted by the Bidder with Bid submission

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

ATTACHMENT F – Directions to Pre-Bid Conference

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

ATTACHMENT H – Specimen Collection Schedule - Fiscal Year 2007

ATTACHMENT I – Living Wage Requirements for Service Contracts

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

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

ATTACHMENT L – List of Collection Sites

ATTACHMENT M – Living Wage Affidavit - completed and submitted at Bid submission time

ATTACHMENT A

CONTRACT

THIS CONTRACT is made as of this _____ day of _____, 2007 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 manager 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 “Department” means the Department of Budget and Management.

1.4 “Procurement Officer” means the officer designated by the Department. The Department may change the Procurement Officer at any time by written notice.

1.5 “IFB” means the Invitation for Bids for **Specimen Collection, No. F10B8200005** dated _____.

1.6 “Notice To Proceed (NTP)” means the formal notification issued by the Contract Manager that direct the Contractor to immediately, or as of a date contained in the notice, begin performance of work.

1.7 “Procurement Officer” means Mike Yeager, Department of Budget and Management.

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 a 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 – Invitation for Bids –Project No. F10B8200005, dated _____;
- b) Exhibit B – Contractor's Bid –Project No. F10B8200005, dated _____;
and
- c) Exhibit C – Contractor's Contract Affidavit - Project No. F10B8200005,
dated _____;

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

3. Time for Performance

Unless terminated earlier as provided in this Contract, the term of this Contract shall be for a period of approximately five years. The Services shall begin on the date the Contract Manager issues the Notice to Proceed and shall terminate, and the Contract shall expire, five years thereafter. It is anticipated that the Contract term shall be from about December 1, 2007 until November 30, 2012.

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 Exhibit B, the Contractor's Bid. The consideration for the specimen collection services provided by the Contractor shall be payment at per unit price of \$____ for regular collections and \$____ for emergency collections and at an hourly rate of \$____ for testimony, preparation time, and travel time as described in the IFB.

4.2 Payments to the Contractor for billed services shall be made no later than thirty (30) days after receipt of a proper invoice from the Contractor and acceptance by the using agency of the services provided by the Contractor. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. Invoices should be submitted to the Contract Manager.

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

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

4.5 Contractor's eMarylandMarketplace vendor ID number is _____.

5. Rights to Records

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

6. Confidentiality

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

7. Non-Hiring of Employees

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

8. Disputes

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

9. Maryland Law

This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

10. Nondiscrimination in Employment

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

11. Contingent Fee Prohibition

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

12. Non-availability of Funding

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

13. Termination for Cause

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

14. Termination for Convenience

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

15. Delays and Extensions of Time

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

16. Suspension of Work

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

17. Pre-Existing Regulations

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

18. Financial Disclosure

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

19. Political Contribution Disclosure

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

20. Retention of Records

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

21. Warranties

The Contractor hereby represents and warrants that:

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

22. Cost and Price Certification

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

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

23. Subcontracting; Assignment

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

24. Administrative

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

B. **Notices.** All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Department of Budget and Management
 Division of Procurement Policy & Administration
 Room 141
 45 Calvert Street
 Annapolis, Maryland 21401
 Attention: Mike Yeager

If to the Contractor: _____

25. Indemnification

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

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

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

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

26. Orderly Termination

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

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

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

27. 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. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

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

CONTRACTOR

**MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT**

By: _____ Date: _____

By: _____ Date: _____

Witness: _____

Witness: _____

Approved for form and legal sufficiency this _____ day of _____,
2007.

Assistant Attorney General

Approved by the
Board of Public Works If Applicable:

Date

BPW Item No.

ATTACHMENT B – BIDDER’S BID AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder hereby certifies and agrees that, in preparing its Bid on this project, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in discrimination, as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring or commercial treatment of a vendor, Subcontractor or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of discrimination.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid submitted by the Bidder on this project and terminate any Contract awarded based on the Bid. As part of its Bid, the Bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder discriminated against Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

1. Been convicted under State or federal statute of:
 - a. criminal offense incident to obtaining, attempting to obtain or performing a public or private Contract; or
 - b. fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

2. Been convicted of any criminal violation of a State or federal antitrust statute;
3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of Bids or proposals for a public or private Contract;
4. Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
5. Been convicted of a violation of Section 11.205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
6. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection 1 through 5 above;
7. Been found civilly liable under a State or federal antitrust statute for acts or omissions in connection with the submission of Bids or proposals for a public or private Contract;
8. Been found to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private Contract in a final adjudicated decision;
9. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections 1 through 7 above, except as follows (indicate reasons why the affirmations cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

1. Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid price or financial proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive Bidding in connection with the Contract for which the accompanying Bid is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

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

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

I CERTIFY THAT:

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

- a. Maintain a workplace free of drug and alcohol abuse during the term of the Contract;
- b. Publish a Statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

- c. Prohibit its employees from working under the influence of drugs or alcohol;
- d. Not hire or assign to work on the Contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- e. Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- f. Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- g. Provide all employees engaged in the performance of the Contract with a copy of the Statement required by §K.1.b, above;
- h. Notify its employees in the Statement required by §K.1.b, above, that as a condition of continued employment on the Contract, the employee shall:
 - (i) Abide by the terms of the Statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five days after a conviction;
- i. Notify the procurement officer within 10 days after receiving notice under §K.1.h(ii), above, or otherwise receiving actual notice of a conviction;
- j. Within 30 days after receiving notice under §K.1.h(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

- k. Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K.1.a-j above.
2. If the business is an individual, the individual shall certify and agree as set forth in §K.3, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession or use of drugs or the abuse of drugs or alcohol in the performance of the Contract.
3. I acknowledge and agree that:
 - a. The award of the Contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - b. The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the Contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - c. The violation of the provisions of COMAR 21.11.08 or this certification in connection with the Contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

Date: _____ By: __ (Authorized Representative and Affiant) __

ATTACHMENT C – CONTRACT AFFIDAVIT

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(title)

and the duly authorized representative of

(business)

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name:_____

Address:_____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

DATE:_____

BY:_____
(Signature)

(Authorized Representative and Affidavit)

ATTACHMENT D
PRICE BID FORM
Solicitation No: F10B82000005

A	B	C	D	E
Item #	Description	# of Units per Year *	Bid Price Per Unit	Annual Total Price (C x D = E)
1	Regular Collection (IFB 2.2.3.a)	6,900	\$	\$
2	Emergency Collections (IFB 2.2.3.c)	10	\$	\$
3	Hourly Rate for Testimony/Preparation (IFB 2.2.8)	10	\$	\$
4	Sub-total Annual Bid Price (Add Column E)			\$
5	# of Contract Years			x 5
6	Total Evaluated Bid Price (Item 4E x Item 5E = Item 6E)			\$

* The number of units per year, as stated in this Bid Price Form, is for the purpose of establishing the best price bid. The actual number of units of specimen collection or the hours of testimony/preparation will vary. The State does not guarantee the Contractor any minimum or maximum amount of services required during the life of this contract.

SUBMITTED BY:

 AUTHORIZED SIGNATURE

 TITLE

 TYPED NAME OF AUTHORIZED SIGNATURE

 NAME OF VENDOR (COMPANY)

 ADDRESS

 FEDERAL EMPLOYER IDENTIFICATION NUMBER

 eMARYLAND MARKETPLACE VENDOR NUMBER

CONTACT PERSON'S NAME _____

 TELEPHONE NO.

 FAX NO.

DATE _____

ATTACHMENT E

Pre-Bid Conference Response Form

STATE OF MARYLAND

Specimen Collection

Project No. F10B8200005

A Pre-Bid Conference will be held at 10:00 AM Local Time, on Thursday, October 18, 2007, Calvert Street Office Building, 45 Calvert Street, Room 240, Annapolis, MD 21401. Please return this form by Monday, October 15, 2007, 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 141
45 Calvert Street
Annapolis, MD 21401
Telephone: 410.260.7414
Fax: 410-974-3274
Email: myeager@dbm.state.md.us

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

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

**Specimen Collection IFB
Project No. F10B8200005**

**DEPARTMENT OF BUDGET & MANAGEMENT
Room 240
Calvert Street Office Building
45 Calvert Street
Annapolis, MD 21401**

Thursday, October 18, 2007 at 10:00 AM (Local Time)

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

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

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

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

ATTACHMENT G - ELECTRONIC FUNDS TRANSFER (EFT) FORM
Comptroller of Maryland
Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

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

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

--	--	--	--	--	--

--	--	--	--	--	--

Taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--	--	--

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

Financial institution information:

Name and address _____

Contact name, phone number (include area code), _____

ABA number

--	--	--	--	--	--	--	--	--	--

Account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--

 Checking

--

 Money Market

--

 Savings
Account type

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

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

A VOIDED CHECK from the bank account shall be attached.

(OVER)

Transaction requested:

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

I am authorized by

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

*Name of registering business entity

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

1.1 Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

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

Please submit form to:

EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.
COT/GAD X-10

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

*Name of registering business entity

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

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

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

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

COT/GAD X-10

ATTACHMENT H
Specimen Collection Schedule
July 1, 2006 through June 30, 2007

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
7/3/06	2	Deer's Head Center – Salisbury
7/5/06	13	Juvenile Services – Baltimore
7/6/06	13	Regional Institute for Children – Rockville
7/6/06	15	Western MD Hiring Unit – Hagerstown
7/6/06	1	Current Contractor's office - Baltimore
7/7/06	37	Centralized Hiring Unit – Baltimore
7/7/06	1	Public Safety & Correctional Svcs-Baltimore
7/7/06	3	Current Contractor's office - Baltimore
7/10/06	68	Centralize Hiring Unit – Baltimore
7/10/06	1	Finan Center – Cumberland
7/10/06	7	Regional Institute for Children – Rockville
7/11/06	25	Centralized Hiring Unit – Baltimore
7/11/06	16	Western MD Hiring Unit – Hagerstown
7/12/06	37	Centralized Hiring Unit – Baltimore
7/12/06	3	Current Contractor's office - Baltimore
7/13/06	9	Juvenile Services – Baltimore
7/14/06	50	Division of Correction – Jessup
7/17/06	1	Current Contractor's office - Baltimore
7/18/06	1	Finan Center – Cumberland
7/18/06	6	Juvenile Services – Baltimore
7/19/06	4	Eastern Shore Hospital – Cambridge
7/19/06	3	Current Contractor's office - Baltimore
7/19/06	2	Holly Center – Salisbury
7/21/06	21	Springfield Hospital – Sykesville

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
7/24/06	50	Centralized Hiring Unit – Baltimore
7/25/06	20	Western MD Hiring Unit – Hagerstown
7/26/06	40	Centralized Hiring Unit – Baltimore
7/26/06	6	State Police Barracks – Cumberland
7/28/06	13	State Office Building – Baltimore
7/31/06	6	Centralized Hiring Unit – Baltimore
7/31/06	2	Current Contractor's office – Baltimore
8/1/06	17	Military Department – Baltimore
8/2/06	7	Juvenile Services – Baltimore
8/2/06	3	Current Contractor's office – Baltimore
8/3/06	3	Upper Shore Community Health Center – Chestertown
8/3/06	2	Current Contractor's office – Baltimore
8/4/06	27	Centralized Hiring Unit – Baltimore
8/7/06	4	Washington County Health Dept – Hagerstown
8/7/06	41	Springfield Hospital – Sykesville
8/7/06	2	Current Contractor's office – Baltimore
8/8/06	9	Western MD Hiring Unit – Hagerstown
8/8/06	6	Current Contractor's office – Baltimore
8/10/06	25	Juvenile Services – Baltimore
8/10/06	1	Internal Investigations Unit – Savage
8/11/06	2	Current Contractor's office – Baltimore
8/14/06	42	Centralized Hiring Unit – Baltimore
8/14/06	1	Current Contractor's office – Baltimore
8/16/06	2	Current Contractor's office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
8/17/06	26	Western MD Hiring Unit – Hagerstown
8/18/06	49	Centralized Hiring Unit – Baltimore
8/18/06	3	State Office Building – Baltimore
8/18/06	5	Current Contractor’s office – Baltimore
8/21/06	9	Cheltenham Youth Facility – Cheltenham
8/21/06	15	State Police Barracks – Cumberland
8/21/06	1	Current Contractor’s office – Baltimore
8/22/06	60	Eastern Correctional Institution – Westover
8/23/06	50	Centralized Hiring Unit – Baltimore
8/23/06	34	Springfield Hospital – Sykesville
8/23/06	3	Current Contractor’s office – Baltimore
8/24/06	19	Western MD Hiring Unit – Hagerstown
8/24/06	10	Juvenile Services – Baltimore
8/24/06	2	Current Contractor’s office – Baltimore
8/25/06	2	Current Contractor’s office – Baltimore
8/28/06	43	Centralized Hiring Unit – Baltimore
8/28/06	2	Current Contractor’s office – Baltimore
8/29/06	23	State Police Barracks – Easton
8/29/06	27	Western MD Hiring Unit – Hagerstown
8/30/06	43	Centralized Hiring Unit – Baltimore
8/30/06	2	Current Contractor’s office – Baltimore
8/31/06	1	Frederick County Health Dept – Frederick
8/31/06	19	Western MD Hiring Unit – Hagerstown
8/31/06	34	Division of Correction – Jessup
9/1/06	5	Current Contractor’s office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
9/5/06	21	Cheltenham Youth Facility – Cheltenham
9/5/06	4	State Police Barracks – Annapolis
9/5/06	1	Regional Institute for Children – Rockville
9/5/06	22	Western MD Hiring Unit – Hagerstown
9/6/06	41	Centralized Hiring Unit – Baltimore
9/6/06	25	State Police Barracks – BelAir
9/6/06	2	Current Contractor's office – Baltimore
9/7/06	36	State Police Headquarters – Pikesville
9/7/06	2	Finan Center – Cumberland
9/7/06	2	State Police Barracks – Cumberland
9/8/06	52	Parole & Probation – Baltimore
9/8/06	8	Juvenile Services – Baltimore
9/8/06	5	Current Contractor's office – Baltimore
9/11/06	14	Centralized Hiring Unit – Baltimore
9/11/06	12	State Police Barracks – Hagerstown
9/11/06	3	Current Contractor's office – Baltimore
9/12/06	16	Centralized Hiring Unit – Baltimore
9/12/06	5	Current Contractor's office – Baltimore
9/13/06	33	Centralized Hiring Unit – Baltimore
9/13/06	11	Current Contractor's office – Baltimore
9/14/06	17	Spring Grove Hospital – Catonsville
9/14/06	4	Western MD Hospital – Hagerstown
9/14/06	2	Current Contractor's office – Baltimore
9/15/06	24	State Police Barracks – Jessup
9/15/06	1	Internal Investigations Unit – Savage
9/15/06	1	Current Contractor's office – Baltimore
9/18/06	44	Centralized Hiring Unit – Baltimore
9/18/06	3	Current Contractor's office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
9/19/06	4	Noyes Children's Center – Rockville
9/19/06	2	Current Contractor's office – Baltimore
9/20/06	9	Multi-Service Center – Salisbury
9/20/06	37	Eastern Correctional Institution – Westover
9/20/06	2	State Police Barracks – Easton
9/20/06	6	Current Contractor's office – Baltimore
9/20/06	6	Holly Center – Salisbury
9/21/06	36	Parole & Probation – Baltimore
9/21/06	9	Western MD Hiring Unit – Hagerstown
9/22/06	10	Juvenile Services – Baltimore
9/25/06	46	Centralized Hiring Unit – Baltimore
9/25/06	4	Deer's Head Center – Salisbury
9/26/06	28	State Police Headquarters – Pikesville
9/26/06	20	Western MD Hiring Unit – Hagerstown
9/26/06	15	Division of Correction- Jessup
9/26/06	4	Deer's Head Center – Salisbury
9/27/06	39	Centralized Hiring Unit – Baltimore
9/27/06	1	Current Contractor's office – Baltimore
9/27/06	3	Deer's Head Center – Salisbury
9/28/06	11	Western MD Hiring Unit – Hagerstown
9/28/06	1	Division of Correction – Jessup
9/28/06	1	Deer's Head Center – Salisbury
9/29/06	27	Springfield Hospital – Sykesville
9/29/06	2	Current Contractor's office – Baltimore
10/2/06	3	Current Contractor's office – Baltimore
10/2/06	8	Deer's Head Center – Salisbury
10/3/06	7	Western MD Hiring Unit – Hagerstown
10/3/06	1	Current Contractor's office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
10/4/06	1	Current Contractor's office – Baltimore
10/5/06	11	Juvenile Services – Baltimore
10/6/06	53	Centralized Hiring Unit – Baltimore
10/6/06	15	Western MD Center – Hagerstown
10/6/06	1	Current Contractor's office – Baltimore
10/10/06	10	State Police Barracks – College Park
10/10/06	20	Western MD Hiring Unit – Hagerstown
10/10/06	1	Current Contractor's office – Baltimore
10/11/06	44	Centralized Hiring Unit – Baltimore
10/11/06	3	Current Contractor's office – Baltimore
10/12/06	11	Western MD Hiring Unit – Hagerstown
10/12/06	1	Deer's Head Center – Salisbury
10/16/06	57	Centralized Hiring Unit – Baltimore
10/17/06	28	Rehabilitation Services – Baltimore
10/17/06	14	Juvenile Services – Baltimore
10/18/06	27	Centralized Hiring Unit – Baltimore
10/18/06	27	Parole & Probation – Baltimore
10/18/06	1	Western MD Hiring Unit – Hagerstown
10/19/06	14	Western MD Hiring Unit – Hagerstown
10/19/06	1	Current Contractor's office – Baltimore
10/23/06	24	Centralized Hiring Unit – Baltimore
10/23/06	2	Current Contractor's office – Baltimore
10/24/06	17	Western MD Hiring Unit – Hagerstown
10/24/06	18	Clifton Perkins Hospital– Jessup
10/25/06	31	Cheltenham Youth Facility – Cheltenham
10/25/06	5	Current Contractor's office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
10/26/06	13	Western MD Hiring Unit – Hagerstown
10/27/06	11	Juvenile Services – Baltimore
10/30/06	46	Centralized Hiring Unit – Baltimore
10/30/06	8	Upper Shore Community Health Center – Chestertown
10/30/06	7	Juvenile Services – Baltimore
10/30/06	1	Current Contractor’s office – Baltimore
10/31/06	1	Current Contractor’s office – Baltimore
10/31/06	1	State Police Barracks – Leonardtown
11/1/06	24	Centralized Hiring Unit – Baltimore
11/1/06	1	Current Contractor’s office – Baltimore
11/2/06	8	Anne Arundel County Health Dept – Annapolis
11/2/06	6	Western MD Hiring Unit – Hagerstown
11/2/06	2	Current Contractor’s office – Baltimore
11/3/06	2	Current Contractor’s office – Baltimore
11/6/06	44	Centralized Hiring Unit – Baltimore
11/6/06	3	Current Contractor’s office – Baltimore
11/8/06	15	Centralized Hiring Unit – Baltimore
11/8/06	4	Current Contractor’s office – Baltimore
11/8/06	3	Holly Center – Salisbury
11/9/06	10	Juvenile Services – Baltimore
11/9/06	3	Current Contractor’s office – Baltimore
11/13/06	4	Finan Center – Cumberland
11/13/06	27	State Police Barracks – Cumberland
11/14/06	4	Western MD Hiring Unit – Hagerstown
11/14/06	21	Juvenile Services – Baltimore
11/14/06	4	Current Contractor’s office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
11/15/06	45	Centralized Hiring Unit – Baltimore
11/15/06	9	State Office Building – Baltimore
11/16/06	23	Spring Grove Hospital – Catonsville
11/16/06	21	Western MD Hiring Unit – Hagerstown
11/16/06	11	Juvenile Services – Baltimore
11/16/06	4	Current Contractor’s office – Baltimore
11/17/06	1	State Police Barracks – Annapolis
11/17/06	3	Current Contractor’s office – Baltimore
11/20/06	36	Centralized Hiring Unit – Baltimore
11/20/06	27	State Police Headquarters – Pikesville
11/21/06	41	Springfield Hospital – Sykesville
11/21/06	8	Western MD Hiring Unit – Hagerstown
11/21/06	30	Division of Correction – Jessup
11/21/06	3	Current Contractor’s office – Baltimore
11/27/06	31	Centralized Hiring Unit – Baltimore
11/27/06	21	State Police Barracks – Easton
11/28/06	32	Western MD Hiring Unit – Hagerstown
11/28/06	25	Juvenile Services – Baltimore
11/28/06	1	Current Contractor’s office – Baltimore
11/29/06	16	Centralized Hiring Unit – Baltimore
11/29/06	35	Parole & Probation – Baltimore
11/29/06	2	Current Contractor’s office – Baltimore
11/30/06	58	Eastern Correctional Institution – Westover
12/1/06	1	Springfield Hospital – Sykesville
12/1/06	1	Current Contractor’s office – Baltimore
12/4/06	26	Centralized Hiring Unit – Baltimore
12/4/06	10	Juvenile Services – Baltimore
12/4/06	3	Current Contractor’s office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
12/5/06	2	Centralized Hiring Unit – Baltimore
12/5/06	19	Western MD Hiring Unit – Hagerstown
12/6/06	2	Noyes Children’s Center – Rockville
12/6/06	53	Centralized Hiring Unit – Baltimore
12/6/06	6	Current Contractor’s office – Baltimore
12/7/06	25	Parole & Probation – Baltimore
12/7/06	11	State Police Barracks – Cumberland
12/7/06	5	Western MD Hiring Unit – Hagerstown
12/7/06	3	Current Contractor’s office – Baltimore
12/8/06	20	Springfield Hospital – Sykesville
12/11/06	17	Cheltenham Youth Facility – Cheltenham
12/11/06	23	Centralized Hiring Unit – Baltimore
12/11/06	4	Current Contractor’s office – Baltimore
12/12/06	17	State Police Barracks – BelAir
12/12/06	4	Waxter Children’s Center – Laurel
12/12/06	16	Western MD Hiring Unit – Hagerstown
12/12/06	13	Juvenile Services – Baltimore
12/12/06	6	Current Contractor’s office – Baltimore
12/12/06	6	Deer’s Head Center – Salisbury
12/13/06	12	Centralized Hiring Unit – Baltimore
12/13/06	2	State Police Barracks – Leonardtown
12/13/06	1	Deer’s Head Center – Salisbury
12/14/06	36	Eastern Correctional Institution – Westover
12/14/06	30	State Police Barracks – Jessup
12/14/06	4	Current Contractor’s office – Baltimore
12/15/06	16	Spring Grove Hospital – Catonsville
12/15/06	1	Current Contractor’s office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
12/18/06	31	Centralized Hiring Unit – Baltimore
12/18/06	28	State Police Barracks – Hagerstown
12/18/06	1	Current Contractor’s office – Baltimore
12/19/06	13	Juvenile Services – Baltimore
12/20/06	7	Western MD Center – Hagerstown
12/20/06	17	State Police Headquarters – Pikesville
12/20/06	4	Western MD Hiring Unit – Hagerstown
12/20/06	3	Current Contractor’s office – Baltimore
12/21/06	12	Noyes Children’s Center – Rockville
12/21/06	1	Springfield Hospital – Sykesville
12/21/06	17	Western MD Hiring Unit – Hagerstown
12/22/06	22	Parole & Probation – Baltimore
1/2/07	1	Current Contractor’s office – Baltimore
1/3/07	44	Centralized Hiring Unit – Baltimore
1/3/07	2	Current Contractor’s office – Baltimore
1/4/07	22	Western MD Hiring Unit – Hagerstown
1/4/07	4	Juvenile Services – Baltimore
1/4/07	1	Current Contractor’s office – Baltimore
1/4/07	7	Holly Center – Salisbury
1/5/07	42	Centralized Hiring Unit – Baltimore
1/9/07	67	Eastern Correctional Institution – Westover
1/9/07	11	Juvenile Services – Baltimore
1/10/07	36	Centralized Hiring Unit – Baltimore
1/10/07	2	Current Contractor’s office – Baltimore
1/11/07	8	Washington County Health Dept – Hagerstown
1/11/07	22	Western MD Hiring Unit – Hagerstown
1/11/07	1	Current Contractor’s office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
1/12/07	14	State Office Building – Baltimore
1/12/07	1	Current Contractor's office – Baltimore
1/13/07	1	Juvenile Services – Baltimore
1/16/07	14	Western MD Hiring Unit – Hagerstown
1/16/07	26	Military Department – Baltimore
1/16/07	5	Current Contractor's office – Baltimore
1/17/07	1	Dorchester County Health Dept – Cambridge
1/17/07	50	Centralized Hiring Unit – Baltimore
1/17/07	30	Juvenile Services – Baltimore
1/17/07	5	Current Contractor's office – Baltimore
1/18/07	11	Cheltenham Youth Facility – Cheltenham
1/18/07	2	Current Contractor's office – Baltimore
1/19/07	16	Spring Grove Hospital – Catonsville
1/19/07	1	Juvenile Services – Baltimore
1/19/07	2	Current Contractor's office – Baltimore
1/22/07	17	Centralized Hiring Unit – Baltimore
1/22/07	4	Current Contractor's office – Baltimore
1/23/07	6	Western MD Hiring Unit – Hagerstown
1/23/07	6	Juvenile Services – Baltimore
1/24/07	23	Centralized Hiring Unit – Baltimore
1/24/07	2	Current Contractor's office – Baltimore
1/24/07	5	Deer's Head Center – Salisbury
1/25/07	6	State Police Barracks – Annapolis
1/25/07	3	Current Contractor's office – Baltimore
1/26/07	1	Western MD Hiring Unit – Hagerstown

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
1/29/07	3	Finan Center – Cumberland
1/29/07	26	State Police Barracks – Cumberland
1/29/07	30	Division of Correction – Jessup\
1/29/07	3	Current Contractor’s office – Baltimore
1/30/07	8	Western MD Hiring Unit – Hagerstown
1/30/07	3	Current Contractor’s office – Baltimore
1/30/07	2	Deer’s Head Center – Salisbury
1/31/07	49	Centralized Hiring Unit – Baltimore
1/31/07	8	Current Contractor’s office – Baltimore
1/31/07	2	Deer’s Head Center – Salisbury
2/1/07	26	Western MD Hiring Unit – Hagerstown
2/1/07	12	Juvenile Services – Baltimore
2/1/07	2	Current Contractor’s office – Baltimore
2/2/07	1	State Police Barracks – Leonardtown
2/2/07	3	Current Contractor’s office – Baltimore
2/5/07	44	Centralized Hiring Unit – Baltimore
2/5/07	22	State Police Barracks – Easton
2/6/07	33	Parole & Probation – Baltimore
2/6/07	24	Western MD Hiring Unit – Hagerstown
2/6/07	5	Juvenile Services – Baltimore
2/7/07	40	Centralized Hiring Unit – Baltimore
2/7/07	1	State Police Barracks – Annapolis
2/7/07	11	Holly Center – Salisbury
2/8/07	1	Springfield Hospital – Sykesville
2/8/07	27	Western MD Hiring Unit – Hagerstown
2/8/07	14	Clifton Perkins Hospital – Jessup
2/8/07	11	Juvenile Services – Baltimore
2/8/07	1	Internal Investigations Unit – Savage

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
2/12/07	42	Centralized Hiring Unit – Baltimore
2/12/07	1	Current Contractor's office – Baltimore
2/13/07	15	Western MD Hiring Unit – Hagerstown
2/16/07	4	Current Contractor's office – Baltimore
2/20/07	8	Western MD Hiring Unit – Hagerstown
2/20/07	4	Juvenile Services – Baltimore
2/20/07	1	Current Contractor's office – Baltimore
2/21/07	38	Centralized Hiring Unit – Baltimore
2/21/07	47	State Police Barracks – Jessup
2/21/07	4	Current Contractor's office – Baltimore
2/22/07	15	Juvenile Services – Baltimore
2/22/07	2	Current Contractor's office – Baltimore
2/23/07	8	Center for Public Broadcasting – Owings Mills
2/26/07	17	Centralized Hiring Unit – Baltimore
2/26/07	1	State Police Barracks – Salisbury
2/26/07	3	Current Contractor's office – Baltimore
2/27/07	22	Western MD Hiring Unit – Hagerstown
2/28/07	19	Centralized Hiring Unit – Baltimore
2/28/07	8	State Police Headquarters – Pikesville
2/28/07	1	Current Contractor's office – Baltimore
3/1/07	28	Western MD Hiring Unit – Hagerstown
3/1/07	3	Current Contractor's office – Baltimore
3/2/07	10	Juvenile Services – Baltimore
3/2/07	2	Current Contractor's office – Baltimore
3/5/07	40	Springfield Hospital – Sykesville
3/5/07	3	Current Contractor's office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
3/6/07	19	Western MD Hiring Unit – Hagerstown
3/6/07	25	Juvenile Services – Baltimore
3/6/07	2	Current Contractor’s office – Baltimore
3/7/07	38	Centralized Hiring Unit – Baltimore
3/7/07	3	Current Contractor’s office – Baltimore
3/8/07	2	Upper Shore Community Health Center – Chestertown
3/8/07	1	State Police Barracks – Annapolis
3/8/07	13	Western MD Hiring Unit – Hagerstown
3/8/07	3	Cecil County Health Dept – Elkton
3/8/07	2	Current Contractor’s office – Baltimore
3/8/07	2	Holly Center – Salisbury
3/9/07	28	Division of Correction – Jessup
3/9/07	3	Current Contractor’s office – Baltimore
3/12/07	18	Centralized Hiring Unit – Baltimore
3/12/07	10	State Police Barracks – BelAir
3/12/07	3	Current Contractor’s office – Baltimore
3/13/07	13	Centralized Hiring Unit – Baltimore
3/13/07	4	Eastern Correctional Institution – Westover
3/13/07	1	Current Contractor’s office – Baltimore
3/14/07	26	Multi-Service Center – Salisbury
3/14/07	47	Centralized Hiring Unit – Baltimore
3/14/07	36	Parole & Probation – Baltimore
3/14/07	11	Current Contractor’s office – Baltimore
3/15/07	21	State Police Barracks – Hagerstown
3/15/07	13	Western MD Hiring Unit – Hagerstown
3/15/07	2	Current Contractor’s office – Baltimore
3/16/07	2	Current Contractor’s office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
3/19/07	37	Cheltenham Youth Facility – Cheltenham
3/19/07	50	State Police Headquarters – Pikesville
3/19/07	2	Current Contractor's office – Baltimore
3/20/07	11	Western MD Hiring Unit – Hagerstown
3/20/07	10	Juvenile Services – Baltimore
3/20/07	2	Current Contractor's office – Baltimore
3/21/07	45	Centralized Hiring Unit – Baltimore
3/21/07	51	State Police Barracks – Cumberland
3/21/07	5	Current Contractor's office – Baltimore
3/21/07	8	Deer's Head Center – Salisbury
3/22/07	9	Spring Grove Hospital – Catonsville
3/22/07	8	Parole & Probation – Baltimore
3/22/07	15	Western MD Hiring Unit – Hagerstown
3/22/07	8	Juvenile Services – Baltimore
3/22/07	2	Current Contractor's office – Baltimore
3/22/07	3	Deer's Head Center – Salisbury
3/23/07	14	Western MD Center – Hagerstown
3/23/07	13	Parole & Probation – Baltimore
3/23/07	3	Current Contractor's office – Baltimore
3/26/07	39	Centralized Hiring Unit – Baltimore
3/26/07	1	Springfield Hospital – Sykesville
3/26/07	3	Current Contractor's office – Baltimore
3/27/07	7	Western MD Hiring Unit – Hagerstown
3/27/07	17	Juvenile Services – Baltimore
3/27/07	3	Current Contractor's office – Baltimore
3/28/07	15	Centralized Hiring Unit – Baltimore
3/28/07	17	Springfield Hospital – Sykesville
3/28/07	3	Current Contractor's office – Baltimore
3/29/07	4	Current Contractor's office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
3/30/07	8	Rosewood Hospital – Owings Mills
3/30/07	1	Current Contractor's office – Baltimore
4/2/07	28	Centralized Hiring Unit – Baltimore
4/2/07	15	State Police Barracks – Cumberland
4/2/07	2	Current Contractor's office – Baltimore
4/3/07	1	Current Contractor's office – Baltimore
4/4/07	2	Current Contractor's office – Baltimore
4/5/07	8	Upper Shore Community Health Center – Chestertown
4/5/07	4	Holly Center – Salisbury
4/6/07	3	Current Contractor's office – Baltimore
4/9/07	35	Centralized Hiring Unit – Baltimore
4/9/07	3	Current Contractor's office – Baltimore
4/10/07	1	Current Contractor's office – Baltimore
4/11/07	17	Juvenile Services – Baltimore
4/11/07	6	Current Contractor's office – Baltimore
4/12/07	14	Western MD Hiring Unit – Hagerstown
4/13/07	1	Current Contractor's office – Baltimore
4/16/07	16	Cheltenham Youth Facility – Cheltenham
4/16/07	44	Centralized Hiring Unit – Baltimore
4/16/07	3	Current Contractor's office – Baltimore
4/17/07	21	Western MD Hiring Unit – Hagerstown
4/17/07	12	Juvenile Services – Baltimore
4/17/07	1	Current Contractor's office – Baltimore
4/18/07	19	Noyes Children's Center – Rockville
4/18/07	4	Current Contractor's office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
4/19/07	20	Spring Grove Hospital – Catonsville
4/19/07	14	Western MD Hiring Unit – Hagerstown
4/19/07	7	Juvenile Services – Baltimore
4/20/07	3	Current Contractor’s office – Baltimore
4/23/07	45	Centralized Hiring Unit – Baltimore
4/23/07	5	Current Contractor’s office – Baltimore
4/23/07	1	Deer’s Head Center – Salisbury
4/24/07	1	State Police Barracks – Annapolis
4/24/07	3	Current Contractor’s office – Baltimore
4/25/07	39	Centralized Hiring Unit – Baltimore
4/25/07	4	Current Contractor’s office – Baltimore
4/26/07	9	Juvenile Services – Baltimore
4/27/07	4	Current Contractor’s office – Baltimore
4/30/07	4	Current Contractor’s office – Baltimore
5/1/07	7	Current Contractor’s office – Baltimore
5/2/07	20	Centralized Hiring Unit – Baltimore
5/3/07	3	Current Contractor’s office – Baltimore
5/3/07	9	Holly Center – Salisbury
5/4/07	2	Current Contractor’s office – Baltimore
5/4/07	4	Deer’s Head Center – Salisbury
5/7/07	45	Centralized Hiring Unit – Baltimore
5/7/07	4	State Police Barracks – College Park
5/8/07	30	Western MD Hiring Unit – Hagerstown
5/9/07	24	Juvenile Services – Baltimore
5/9/07	1	Deer’s Head Center – Salisbury

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
5/10/07	3	Current Contractor's office – Baltimore
5/14/07	36	Centralized Hiring Unit – Baltimore
5/15/07	16	Rehabilitation Services – Baltimore
5/15/07	27	Parole & Probation – Baltimore
5/16/07	12	Worcester County Health Dept – Ocean City
5/17/07	68	Eastern Correctional Institution – Westover
5/17/07	22	Juvenile Services – Baltimore
5/17/07	2	Current Contractor's office – Baltimore
5/18/07	18	Parole & Probation – Baltimore
5/18/07	1	Current Contractor's office – Baltimore
5/21/07	7	Centralized Hiring Unit – Baltimore
5/21/07	5	Current Contractor's office – Baltimore
5/22/07	2	Current Contractor's office – Baltimore
5/23/07	10	Centralized Hiring Unit – Baltimore
5/23/07	5	Current Contractor's office – Baltimore
5/25/07	12	Centralized Hiring Unit – Baltimore
5/25/07	4	Current Contractor's office – Baltimore
5/29/07	51	Division of Correction – Jessup
5/29/07	1	Current Contractor's office – Baltimore
5/30/07	49	Centralized Hiring Unit – Baltimore
5/30/07	3	Rosewood Hospital – Owings Mills
5/30/07	2	Current Contractor's office – Baltimore
5/31/07	20	Centralized Hiring Unit – Baltimore
5/31/07	37	Western MD Hiring Unit – Hagerstown
5/31/07	2	Current Contractor's office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
6/1/07	3	Finan Center – Cumberland
6/1/07	10	State Police Barracks – Cumberland
6/4/07	31	Centralized Hiring Unit – Baltimore
6/4/07	25	State Police Barracks – Easton
6/4/07	2	Current Contractor’s office – Baltimore
6/5/07	14	Frederick County Health Dept – Frederick
6/5/07	25	Western MD Hiring Unit – Hagerstown
6/5/07	34	Juvenile Services – Baltimore
6/5/07	2	Current Contractor’s office – Baltimore
6/6/07	37	Centralized Hiring Unit – Baltimore
6/6/07	4	School for the Deaf – Columbia
6/6/07	42	State Police Headquarters – Pikesville
6/6/07	1	Current Contractor’s office – Baltimore
6/7/07	15	Eastern Correctional Institution – Westover
6/7/07	2	Current Contractor’s office – Baltimore
6/7/07	3	Holly Center – Salisbury
6/8/07	24	Parole & Probation – Baltimore
6/8/07	16	Clifton Perkins Hospital – Jessup
6/8/07	2	Current Contractor’s office – Baltimore
6/11/07	25	Centralized Hiring Unit – Baltimore
6/11/07	17	State Police Barracks – Hagerstown
6/11/07	2	Current Contractor’s office – Baltimore
6/12/07	19	Western MD Hiring Unit – Hagerstown
6/12/07	1	Current Contractor’s office – Baltimore
6/13/07	1	Springfield Hospital – Sykesville
6/13/07	16	State Police Barracks – BelAir
6/13/07	1	Current Contractor’s office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
6/14/07	2	Springfield Hospital – Sykesville
6/14/07	11	Juvenile Services – Baltimore
6/14/07	3	Current Contractor’s office – Baltimore
6/15/07	36	Centralized Hiring Unit – Baltimore
6/15/07	2	Current Contractor’s office – Baltimore
6/18/07	33	Centralized Hiring Unit – Baltimore
6/19/07	22	Centralized Hiring Unit – Baltimore
6/19/07	18	Juvenile Services – Baltimore
6/19/07	2	Deer’s Head Center – Salisbury
6/20/07	39	Centralized Hiring Unit – Baltimore
6/20/07	6	Current Contractor’s office – Baltimore
6/20/07	6	Deer’s Head Center – Salisbury
6/21/07	10	Anne Arundel County Health Dept – Annapolis
6/21/07	27	Spring Grove Hospital – Catonsville
6/21/07	18	Western MD Hiring Unit – Hagerstown
6/21/07	1	Current Contractor’s office – Baltimore
6/22/07	1	Current Contractor’s office – Baltimore
6/22/07	1	Deer’s Head Center – Salisbury
6/25/07	53	Centralized Hiring Unit – Baltimore
6/25/07	1	Current Contractor’s office – Baltimore
6/26/07	37	State Police Barracks – Jessup
6/26/07	2	Current Contractor’s office – Baltimore
6/26/07	2	Deer’s Head Center – Salisbury
6/27/07	31	Centralized Hiring Unit – Baltimore
6/27/07	2	Current Contractor’s office – Baltimore
6/28/07	21	State Police Headquarters – Pikesville
6/28/07	3	Current Contractor’s office – Baltimore

<u>DATE</u>	<u># OF COLLECTIONS</u>	<u>LOCATION</u>
6/29/07	41	Springfield Hospital – Sykesville
6/29/07	2	Current Contractor's office – Baltimore

ATTACHMENT I

Living Wage Requirements for Service Contracts

A. This Contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State Contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the Contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a Contract subject to the Living Wage.

B. The Living Wage Law does not apply to:

1. A Contractor who:

- a) has a State Contract for services valued at less than \$100,000, or
- b) employs 10 or fewer employees and has a State Contract for services valued at less than \$500,000.

2. A Subcontractor who:

- a) performs work on a State Contract for services valued at less than \$100,000,
- b) employs 10 or fewer employees and performs work on a State Contract for services valued at less than \$500,000, or
- c) performs work for a Contractor not covered by the Living Wage Law as defined in B.1.b above, or B.3 or C below.

3. Contracts involving services needed for the following:

- a) services with a Public Service Company;
- b) services with a nonprofit organization;
- c) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
- d) services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State Contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the Contract or program.

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

ATTACHMENT J

COMAR 17.04.09 Testing for Illegal Use of Drugs

Attachment J, COMAR 17.04.09, Testing for Illegal Use of Drugs is incorporated herein by reference. A copy can be downloaded at:

http://www.dsd.state.md.us/comar/idq_files/search.idq

ATTACHMENT K

Urine Specimen Collection Handbook for Federal Agency Workplace Drug Testing Programs

November 1, 2004 (Effective Date)

This handbook provides additional guidance to supplement the urine specimen collection requirements contained in the Mandatory Guidelines for Federal Workplace Drug Testing Programs that were published in the Federal Register on April 13, 2004 (69 FR 19644), with a November 1, 2004, implementation date.

Note: This handbook does not apply to specimens collected under the Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40).

Previous Versions of this Handbook are Obsolete

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7. Urine Specimen Collection
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 - C. Collection Procedure (Single Specimen or Split Specimen)
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 - E. Shy Bladder
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Chapter 1: The Collector

A collector is a trained individual who instructs and assists a donor at a collection site, and receives the specimen provided by a 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 co-worker who is in the same testing pool or who works with an employee on a daily basis may not serve as a collector when that employee is tested, unless there is no feasible alternative;

§ 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 laboratory report;

§ An individual who has a personal relationship with the employee (e.g., spouse, ex-spouse, relative, close personal friend) may not serve as the collector, unless there is no feasible alternative.

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

Read and understand the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs,

Read and understand any guidance provided by the Federal agency which is consistent with HHS Mandatory Guidelines, and

Successfully complete training to perform collections in accordance with the procedures in this manual.

The collector should have identification with his/her name and his/her employer's name, address, and telephone number. The collector is required to provide his or her identification (or collection company identification) 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. Also, the collector is not required to provide any certification or other documentation to the donor proving the collector's training in the collection process.

The collector must have the name and telephone number of the Federal agency's designated representative to contact in the event that any problems or issues arise during the collection.

Chapter 2: Collector/Collection Site Records

Collector training records must be maintained for a minimum of two years to document a collector's qualifications for collecting Federal agency specimens. The collector should maintain the original training documentation, and provide copies for his/her employer and the Federal agency. Other collection site records must be stored for a minimum of two years. This includes the collector copy (Copy 3) of the Federal Drug Testing Custody and Control Form (Federal CCF) for each specimen. Collection records must be stored and disposed of in a manner that ensures donor confidentiality is maintained.

Chapter 3: 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.

Chapter 4: Blind Quality Control Samples

Each Federal agency is required to have blind quality control (QC) samples (i.e., negative samples, drug positive samples, adulterated samples, substituted samples) submitted along with the donor specimens. The blind samples may be purchased by the Federal agency and supplied to the collector, or purchased by the collector and submitted to a laboratory with an agency's specimens. The Mandatory Guidelines specify the number of blind QC samples a Federal agency must submit based on the ratio of QC samples to donor specimens and specify the approximate percentage of each type (i.e., 75% negative, 15% positive for one or more drugs, 10% either adulterated or substituted).

Each blind QC sample is submitted with a Federal CCF completed as for a donor specimen, with the following exceptions:

§ Because there is no donor, the collector completes the donor's section of the CCF and writes fictitious initials on the specimen bottle label/seal.

§ The collector indicates that the sample is a 'blind QC sample' on the Medical Review Officer (MRO) copy where the donor would normally provide a signature (Step 5 on Copy 2 of the CCF).

§ The collector may either discard Copy 5 of the CCF (the donor copy) or maintain it with Copy 3 of the CCF (the collector copy).

If the collector purchases the samples for the Federal agency's blind QC program, the collector must send the supplier's information to the MRO (e.g., the content and concentration of the blind samples) to enable the MRO to interpret the results and report them to the agency.

Chapter 5: The Federal Drug Testing Custody and Control Form

Federal agencies are required to use the Office of Management and Budget (OMB) approved Federal CCF when collecting urine specimens for their workplace drug testing programs. The following employers are prohibited from using the Federal CCF:

Private-sector companies,

States,

Department of Justice programs, and

Non-DOT testing conducted by DOT-regulated employers.

In the rare instances when the collector, either by mistake or as the only means to conduct a collection under unusual circumstances (e.g., post-accident test with insufficient time to obtain the Federal CCF), uses a non-Federal form for a Federal agency collection:

§ The use of a non-Federal form does not, in and of itself, constitute a reason for the laboratory to reject the specimen for testing or for the MRO to cancel the test.

§ The collector must send a signed statement with the specimen stating the reason why the Federal CCF was not used for the Federal agency collection.

§ If a laboratory or MRO discovers the use of a non-Federal form, the collector will be notified to provide a memorandum explaining the use of the incorrect form.

All urine specimens must be collected using chain of custody. Chain of custody is the term used to describe the process of documenting the handling and storage of a specimen from the time a donor gives the specimen to the collector to the final disposition of the specimen. For specimens collected under the Mandatory Guidelines, the collector begins the chain of custody documentation at the collection site using the Federal CCF.

Federal CCFs are available from a number of companies that print various types of forms. A list of suppliers and a sample of the Federal CCF (OMB No. 0930-0158) are on the SAMHSA website (<http://workplace.samhsa.gov>).

A. Federal CCF Description

The Federal CCF consists of the following five pages:

- Copy 1 - Laboratory Copy
- Copy 2 - MRO Copy
- Copy 3 - Collector Copy
- Copy 4 - Employer Copy
- Copy 5 - Donor Copy

At the top of the Federal CCF, the laboratory 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, or
- § A corporate name and telephone number (the laboratory in the corporation that receives the specimen for testing prints its specific address when accessioning the specimen).

The bottom area of Copy 1 is reserved for the tamper-evident specimen bottle seal(s)/label(s). There must be:

- § Two labels (i.e., one marked with the letter "A" to designate the primary specimen and the other marked with the letter "B" to designate the split specimen) to accommodate collecting split specimens, and
- § Each label must have:

The same preprinted specimen identification number that appears at the top of the Federal CCF,

A place for the collector to annotate the date of the collection,

A place for the donor to initial each label after it is placed on the specimen bottle, and

If a single specimen collection procedure is used, the second label (i.e., the "B" label) is discarded by the collector.

B. Federal CCF Instructions for Use

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

The employer and MRO information may be preprinted or handwritten,

The collector enters the donor's social security number (SSN) or employee I.D. number after verifying the donor's identity,

The appropriate box is marked to indicate the reason for the test,

The appropriate box is marked for the drug tests to be performed, and

The collection site information may be preprinted or handwritten.

Step 2. To be completed by the collector after receiving the specimen from the donor and measuring the temperature of the specimen. 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 split specimen or 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:

Seal the specimen container(s) (i.e., bottle, primary specimen bag, shipping bag),

Date the seal(s),

Have the donor initial the bottle seal(s) after placing the seal(s) on the bottle(s), and

Have the donor complete step 5 on the MRO copy (Copy 2).

Step 5 (Copy 2). To be completed by the donor. 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.

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

Sign the form 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:

Time of the collection.

The date 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 the specimens during transit because they do not have access to the specimen bottle(s) or the Federal CCF.

Do not make entries below the bold line in Step 4, entries in this area are made at the laboratory.

Step 5(a). To be completed by a certifying scientist to record the test result for the primary specimen.

Step 5(b). To be completed by a certifying scientist to record the test result for a split (Bottle B) specimen or for an aliquot of a single specimen tested at a second HHS-certified laboratory, with the name and address of the testing laboratory.

Step 6 (Copy 2). To be completed by the MRO to record the test result for a primary specimen.

Step 7 (Copy 2). To be completed by the MRO to record the test result for a split (Bottle B) specimen or second laboratory test result for a single specimen.

Chapter 6: 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, any other picture identification issued by a Federal, state, or local government agency),
- § Identification by a Federal agency representative, or
- § Other identification allowed under a Federal agency's workplace drug testing plan.

Unacceptable forms of identification are:

- § Identification by a co-worker,
- § Identification by another donor,
- § Use of a single non-photo identification card (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.

When the donor cannot meet the acceptable identification criteria listed above, the collector requests the donor to provide two items of identification bearing his or her signature:

1. If the donor can provide the two items, the collector will compare the signatures on the items to the donor's signature on the donor certification statement of the Federal CCF (Step 5).

§ If the signatures match, the collector must:

List on the "Remarks" line the two items of identification used to identify the donor,

Write "signature identification was confirmed," and

Continue with the collection process.

§ If the signatures do not match, the collector must:

Record on the "Remarks" line that "signature identification is unconfirmed,"

Discontinue the collection, and

Notify the Federal agency's designated representative.

2. If the donor does not have two items of identification with his or her signature, the collector must proceed with the collection and record sufficient information on the "Remarks" line of the Federal CCF to help the MRO and the agency make a determination regarding the validity of the specimen and the collection process.

Note: *This is not considered a refusal to test.*

Chapter 7: Urine Specimen Collection

A. The Collection Site

A collection site is a permanent or temporary facility selected by the Federal agency where a donor provides a urine specimen for a drug test. The site must have all necessary personnel, supplies, equipment, facilities, and supervision to provide for specimen collection, security, and temporary storage, and have arrangements for the transfer of the specimens to a certified laboratory.

A urine specimen collection site must:

1. Provide for donor privacy while he or she provides the urine specimen. An observed collection must only be performed when required (see Chapter 7, Section D). The following facilities provide adequate privacy for urine collections:

§ A single-toilet restroom with a full-length door,

§ A multi-stall restroom with partial-length doors, or

§ A mobile restroom (e.g., a vehicle with an enclosed toilet stall).

2. Provide a source of water for washing hands:

§ If practical, the water source should be external to the restroom where urination occurs.

§ If the only source of water available is inside the restroom, the collector must:

Secure the water source before the collection (i.e., after the donor washes his or her hands), and

Restore the water source to allow the donor to wash his or her hands after the collection.

§ If a water source is not available, providing moist towelettes outside the restroom is an acceptable alternative.

3. Have a suitable clean surface for the collector to use as a work area. The collector work area may be located:

§ Outside the restroom, or

§ Inside the restroom only if the donor can have privacy while providing the urine specimen.

4. Have procedures or restrictions to prevent:

Unauthorized access to the site during the collection,

Unauthorized access to the collection materials/supplies,

Donor access to items that could be used to adulterate or dilute the specimen (e.g., soap, disinfectants, cleaning agents, water),

Unauthorized access to the specimen after it is collected, and

Unauthorized access to collection site records.

5. The collector must maintain line-of-sight custody or provide for the secure storage of specimens from the time the specimen is collected until it is sealed in a shipping container prior to transfer to an express carrier or courier for shipment to a laboratory.

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 be:

Supplied as an individually sealed item using a tamper-evident system (e.g., in a sealed plastic bag, shrink wrapped, or another easily visible tamper-evident system),

Large enough to easily catch and hold at least 55 mL urine, and

Graduated with volume markings clearly showing the volume (e.g., 30 mL, 45 mL).

2. **Single-use plastic specimen bottles.** Each specimen bottle with cap must be:

Sealed using a tamper-evident system (e.g., sealed plastic bag, shrink wrap, or another easily visible tamper-evident system),

Able to hold at least 35 mL,

The split specimen bottle may be the same size or smaller than the primary specimen bottle, but able to hold at least 20 mL.

Leak-resistant (i.e., have screw-on or snap-on caps that prevent leakage),

Marked clearly to indicate the minimum levels of urine to be poured into each bottle (30 mL for the primary specimen and 15 mL for the split specimen), and

Designed so that the required tamper-evident bottle label/seal from the Federal 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 may be:

§ Affixed to the collection container as supplied, or

§ Affixed to the collection container after the donor gives the collection container with the specimen to the collector.

4. **Federal CCFs.** The standardized OMB-approved Federal CCFs as described in Chapter 5.

5. **Tamper-evident seals.** The Federal CCF has two tamper-evident labels/seals that are used to seal a single specimen bottle or two split specimen bottles. Occasionally, a tamper-evident label/seal provided with the Federal CCF will not properly adhere to the specimen bottle (e.g., due to moisture, temperature, or specimen bottle material). If this occurs, see Chapter 7, Section C, Step 18 for instructions on using the additional tamper-evident labels/seals.

6. **Leak-resistant plastic bags.** The plastic bag must have two sealable compartments or pouches (i.e., one large enough to hold two specimen bottles and the other large enough to hold Copy 1 of the Federal CCF).

7. **Absorbent material.** The absorbent material is placed with the specimen bottles inside the leak-resistant plastic bag in case a specimen bottle 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 Federal CCF. Prior to placement in a shipping container, the sealed leak-resistant plastic bag containing the specimen bottle(s) and completed Copy 1 of the Federal 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).

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

C. Collection Procedure (Single Specimen or Split Specimen)

1. Prepare the collection site to collect urine specimens (see "Collection Site" above):

Assemble supplies,

Turn off the water supply or secure water sources,

Ensure that there is bluing agent in the toilet,

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. Begin the collection without delay after the donor arrives at the collection site. Do not wait because the donor is not ready or states that he or she is unable to urinate. See Section E below for instructions on what to do when a donor is unable to provide a specimen.

3. Verify the donor's identity (see Chapter 6).

4. Describe the single specimen or split specimen collection procedure to the donor by reviewing the instructions on the back of the Federal CCF.

5. Complete the collector's portion of the Federal CCF (See Chapter 5).

Ensure that the pre-printed specimen identification number on the Federal CCF matches the identification number on the specimen bottle label(s)/seal(s).

Verify any pre-printed urine collection demographic information in Step 1 of the Federal CCF (i.e., information printed by the form supplier).

If the information is not pre-printed, record the information in Step 1 of the Federal CCF to include:

The employer's name, address, telephone and fax number, employer ID number as applicable,

The specific MRO name, address, telephone and fax number,

Donor SSN or employee ID number,

Reason for test,

Drug test to be performed, and

Collection site information.

6. 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/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, 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 7.

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 7, 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 7.

If the donor refuses to display the items in his or her pockets, discontinue the collection. This is considered a refusal to test (see Chapter 8, Section B).

7. Instruct the donor to wash and dry his or her hands under your observation and not to wash his or her hands again until after delivering the specimen to you and watching the single specimen or split specimens being sealed with the label(s)/seal(s).

Liquid soap is preferable. The donor may use bar soap, but bar soap gives the donor the opportunity to conceal soap shavings under his or her fingernails that may be used to attempt to adulterate the specimen.

§ The donor must not be allowed any further access to water or other materials that could be used to adulterate/dilute the specimen.

8. Allow the donor to select the collection kit or collection container (if it is separate from the kit) from the available supply.

9. 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 single specimen bottle or split specimen bottles remain sealed/wrapped).

10. Direct the donor:

To enter the restroom used for urine specimen collection with the collection container,

To provide a specimen of at least 30 mL for a single specimen collection or at least 45 mL for a split specimen collection,

Not to flush the toilet, and

To return with the specimen within approximately 4 minutes of completing the void (i.e., longer wait periods may cause the temperature to be out of range and necessitate a direct observed collection).

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

11. 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 Federal CCF:

If the temperature is **within the acceptable range** (32E-38EC/ 90E-100EF), mark "Yes" and proceed with the single specimen or split specimen collection procedure. Go to Step 12.

If the temperature is **outside the acceptable range**, mark "No" and immediately begin to collect a second specimen using a direct observed collection procedure (see Chapter 7, Section D) and a new collection kit (i.e., a new collection container and a new Federal CCF).

- Record an appropriate comment on the "Remarks" line of both Federal 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 specimen collection and send the first specimen and its Federal CCF to the laboratory.

12. Check the specimen **volume** to ensure that the specimen contains the required volume of urine (**at least 30 mL for a single specimen or 45 mL for a split specimen**).

Single Specimen Collection Procedure

When the specimen volume is more than 30 mL and the temperature is within the acceptable range, complete the single specimen collection procedure. Go to Step 13.

When the specimen volume is less than 30 mL and the temperature is within the acceptable range, begin a second single specimen collection procedure using either the original or a new Federal CCF. Go to Step 9.

When the temperature is outside the acceptable range, submit the first specimen collected and begin a second single specimen collection procedure using a direct observed collection procedure (see Chapter 7, Section D). Then proceed with Step 11.

Split Specimen Collection Procedure

When the specimen volume is more than 45 mL and the temperature is within the acceptable range, complete the split specimen collection procedure. Go to Step 13.

When the specimen volume is between 30 mL and 45 mL and the temperature is within the acceptable range, complete the collection procedure as a single specimen collection procedure (i.e., the donor forfeits the right to a split specimen collection). Go to Step 13.

When the specimen volume is less than 30 mL and the temperature is within the acceptable range, begin a second split specimen collection procedure using either the original or a new Federal CCF. Go to Step 9.

When the temperature is outside the acceptable range, submit the first specimen collected and begin a second split specimen collection procedure using a direct observed collection procedure (see Chapter 7, Section D). Then proceed with Step 11.

When a second specimen must be collected

Record an appropriate comment on the "Remarks" line of both Federal 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.

You may give the donor a reasonable amount of fluid to drink prior to the second collection. The fluid is to be distributed reasonably through a period of **up to three hours** or until the donor has provided a sufficient amount of urine for the second specimen, whichever occurs first.

You are not permitted under any circumstances to collect and add or combine urine from two separate voids.

If the donor refuses to provide a second specimen, this is considered a refusal to test (see Chapter 8, Section B).

13. 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).

If you observe any abnormal characteristic(s) that appear to be due to adulteration or substitution by the donor, immediately begin a second specimen collection using a direct observed collection procedure (see Chapter 7, Section D).

Record an appropriate comment on the "Remarks" line of both Federal 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 as described below and send the first specimen and its Federal CCF to the laboratory regardless of whether the first specimen had insufficient volume for either a single or split specimen collection.

If the donor fails to provide at least 45 mL for the second specimen collected, submit the second specimen as a single specimen collection **regardless of the volume.**

14. Unwrap the sealed specimen bottle(s) in the donor's presence. (There will be two specimen bottles to be unwrapped/opened for a split specimen collection.)

15. Fill the specimen bottle(s) from the specimen container and secure the lid/cap on each bottle.

For a split specimen collection, pour at least 30 mL into the "A" Bottle and at least 15 mL into the "B" bottle), and

Discard any excess urine remaining in the collection container after the bottle(s) have been filled with the appropriate volumes of urine.

16. Place the appropriate tamper-evident label/seal over the lid/cap of each 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(s).

17. Write the date on the tamper-evident label(s)/seal(s).

18. Ask the donor to initial the bottle label(s)/seal(s), using care to avoid damaging them.

If the donor fails or refuses to initial the seal(s), note this on the "Remarks" line of the Federal CCF and complete the collection process. This is not considered a refusal to test.

If the tamper-evident label/seal from the Federal 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 label/seal to seal the specimen bottle.

- Place the additional label/seal perpendicular to the Federal CCF label/seal, to avoid obscuring information on the Federal CCF label/seal,
- Initial and date the seal,
- Ask the donor to initial the seal, and
- Provide a comment on the "Remarks" line of the Federal CCF explaining why the second seal was used.

If the tamper-evident label/seal from the Federal CCF is broken on the specimen bottle after the donor leaves the collection site, **the collection must be cancelled.**

Notify the agency's designated representative that the seal was broken on the specimen bottle.

19. Inform the donor that it is not necessary for him or her to continue observing the collection procedure after the bottle(s) have been sealed, and that he or she is allowed to wash his or her hands.

20. Assist the donor in completing the donor portion of the Federal CCF:

Instruct the donor to read the donor certification statement in Step 5 (Copy 2) of the Federal CCF.

Instruct the donor to complete the donor portion of the Federal CCF,

Sign and date the certification statement,

Provide his or her date of birth,

Print his or her name, and

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 of the Federal CCF to that effect. At a minimum, print the donor's name in the appropriate place. **Note:** This does not constitute a refusal to test.

21. Complete the collector chain of custody portion of the Federal CCF (Copy 1, Step 4):

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(s) are being released.

22. Separate Copy 1 of the Federal CCF from the other four copies and place it and the specimen bottle(s) inside the appropriate pouches of the leak-resistant plastic bag and seal the bag.

23. Separate Copy 5 of the Federal CCF and give it to the donor.

Suggest that the donor list any prescription and over-the-counter medications he or she may be taking on the back of the donor's copy (Copy 5) of the Federal CCF. This information may help the donor to remember what medications he or she may have taken if a positive result is reported by the laboratory to the MRO. This information must not be recorded on any other copy of the Federal CCF or on the "Remarks" line of the Federal CCF.

24. Inform the donor that he or she may leave the collection site.

25. Prepare the sealed tamper-resistant plastic bag containing the specimen bottle(s) and Federal CCF for transport to the laboratory.

Place specimens that are 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.

26. Send Copy 2 of the Federal CCF to the MRO and Copy 4 of the Federal CCF to the agency's designated representative **within 24 hours or during the next business day**.

Acceptable transmission methods include:

Faxing to a secure fax machine,

Scanning the image and sending it 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 Federal agency's requirements.

27. Submit the specimen to the laboratory as soon as possible (**i.e., no later than 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 that are in a sealed plastic bag that have not been placed in a shipping container, take necessary steps to prevent any possible tampering or access by unauthorized personnel.

For specimens 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. A Federal agency has authorized a direct observed collection because a donor's previous drug test result was reported by an MRO as drug positive, negative and dilute, adulterated, substituted, or invalid, or
2. 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 donor has intentionally brought to the collection site an item that could be used to:

Adulterate (e.g., a small vial containing a suspicious liquid),

Substitute (e.g., a small vial containing water or other liquid), or

Dilute a urine specimen.

Before conducting 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 8, Section B).

The procedure for a direct observed collection is the same as that for a routine collection except an observer 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 10), a direct observed collection includes the following additional steps:

§ The observer must be the same gender as the donor. **There are no exceptions to this requirement.** The individual serving as the direct observer enters the restroom with the donor.

§ 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.

§ 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.

The collector may serve as the observer when the collector is the same gender as the donor. If not, the collector must call upon another individual (who is the same gender as the donor) to act as the observer.

§ 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 of the collection container until the donor hands the container to the collector, and

If the same individual serves as direct observer and collector, he or she may receive the collection container from the donor while they are both in the restroom.

§ The collector checks the box for an observed collection in Step 2 on the Federal CCF, and provides the name of the observer and the reason for an observed collection on the "Remarks" line in Step 2 of the Federal CCF. A separate sheet explaining the use of an observed collection may be attached to the Federal CCF if there is insufficient room on the "Remarks" line.

§ The collector continues with the routine collection procedures (see Section C, Step 11).

E. Shy Bladder

The term “shy bladder” is used when an individual is unable to provide a specimen either upon demand or when someone is nearby during the attempted urination. The HHS Guidelines specify procedures to follow when a donor claims he or she cannot provide a specimen. If a donor tells the collector, upon arrival at the collection site, that he or she cannot provide a specimen, the collector must still begin the collection procedure regardless of the reason given.

At the point in the collection procedure where the collector and donor unwrap/open the collection container (see Section C, Step 9), the collector does the following:

1. Request that the donor go into the restroom and try to provide a specimen. 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.
2. Begin a “Shy Bladder” collection procedure:

The donor is given a reasonable amount of fluid to drink distributed reasonably through a period of up to 3 hours, or until the donor has provided a sufficient amount of urine, whichever occurs first.

The donor must remain under the direct observation of the collector to prevent the donor from possibly compromising the collection process.

If the donor refuses to attempt to provide a specimen or leaves the collection site before the collection process is completed, the collector must discontinue the collection, record a “refusal to test” on the “Remarks” line of the Federal CCF, and immediately notify the agency’s designated representative of the situation.

If the donor declines to drink fluids, it is not a refusal to test.

Under no circumstances can a collector combine specimens collected from separate voids to create one specimen of sufficient volume.

3. 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.
4. Record the time of each attempt to provide a sufficient volume of specimen.

5. If the donor is unable to provide a sufficient volume of specimen in **three hours** from the time the donor first demonstrated that he or she was unable to provide a sufficient volume of specimen, **discontinue the collection** and:

Notify the agency's designated representative of a potential "shy bladder" situation,

Write "Shy Bladder" on the "Remarks" line of the Federal CCF,

Attach a copy of the record documenting the attempts to collect a specimen, and

Distribute the copies of the Federal CCF as required.

Give Copy 5 to the donor,

Discard Copy 1 (no valid specimen was collected), and

Send Copy 2 to the MRO and Copy 4 to the agency designated representative within 24 hours or the next business day.

Chapter 8. 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/her person clearly indicate an attempt to substitute or adulterate a specimen conduct a direct observed collection and document the reason on the "Remarks" line 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 Federal CCF, and a new collection kit.

Provide appropriate comments in Step 2 on both Federal 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 adulteration/substitution), and

Document that the second collection was under direct observation by checking appropriate box.

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 or if the donor fails to remain present through the completion of the collection:

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

A Federal 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 refuses to display the items in his or her pockets at the beginning of the inspection,
2. The donor declines to allow a direct observed collection when required, or
3. The donor declines to continue the collection process when his or her first specimen has insufficient volume.

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

1. Notify the agency's designated representative by telephone as soon as possible,
2. Document the refusal to test on the Federal CCF, and
3. Send all copies of the Federal CCF to the Federal agency's designated representative.

Chapter 9: Collector Errors

The Federal CCF is a forensic document and will be part of the litigation package if a specimen comes under legal challenge. The collector should **never** overwrite or scribble out information recorded or printed on the Federal CCF. Unclear or improper edits to Federal 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 Federal CCF that is incorrect or inapplicable (e.g., collection site, MRO, laboratory, or employer information). The collector must use the procedures described above for editing the form. This may be necessary in the event of unexpected collections (e.g., post-accident) or when Federal CCFs at the collection site have outdated information (i.e., the collection site has not yet received Federal CCFs with updated information).

There are three categories of collector errors:

1. Fatal flaws that result in a laboratory rejecting a specimen for testing or that result in an MRO canceling a test,
2. Correctable flaws that result in a laboratory rejecting a specimen for testing or an MRO canceling a test unless the flaw is corrected by a memorandum from the collector, or
3. Omissions and discrepancies on the Federal 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 a memorandum for the record to the laboratory or MRO when notified of an error. A laboratory holds specimens for a short time (i.e., a minimum of 5 business days) after the collector has been notified, before reporting the specimen as rejected and discarding the specimen.

ATTACHMENT L

DRUG TESTING COLLECTION SITES **IN ALPHA ORDER BY CITY**

CITY	AGENCY	LOCATION	PHONE
ANNAPOLIS	Anne Arundel County Health Department	3 Harry S. Truman Parkway	410-222-7134
ANNAPOLIS	Anne Arundel County Department of Social Services	80 West Street	410-269-4604
ANNAPOLIS	MD State Police Barrack "J" (Annapolis)	610 Taylor Avenue & Rowe Blvd.	410-974-3301
BALTIMORE	Baltimore Juvenile Justice Center	300 North Gay Street	443-263-8894
BALTIMORE	Charles H. Hickey, Jr. School	2400 Cub Hill Road	410-663-7654
BALTIMORE	Maryland Port Administration	2310 Broening Highway	410-631-1037
BALTIMORE	Department of Human Resources	311 West Saratoga Street	410-767-7148
BALTIMORE	Morgan State University	Cold Spring Lane & Hillen Road, Infirmary	443-885-3195
BALTIMORE	Concentra Medical Center	1419 Knecht Avenue	410-247-8867
BALTIMORE	Correctional Centralized Hiring Unit	6774-C Reisterstown Road	410-585-3470
BALTIMORE	Maryland Rehabilitation Center	2301 Argonne Drive	410-554-9100
BALTIMORE	Division of Parole and Probation	2100 Guilford Avenue, Room 302	410-333-3080
BALTIMORE	Department of Public Safety & Correctional Services	6776 Reisterstown Road, Suite 309	410-585-3395
BALTIMORE	Public Service Commission	6 St. Paul Street, 16 th Floor	410-767-6968

BALTIMORE	Department of Labor, Licensing & Regulation	1100 North Eutaw Street, Sixth Floor	410-767-2964
BALTIMORE	MD State Police Barrack "R" (Golden Ring)	8908 Kelso Drive	410-686-3101
BALTIMORE	RICA – Baltimore	605 S. Chapel Gate Lane	410-368-7828
BALTIMORE	State Medical Director's Office	301 West Preston Street, Room 508	410-767-4627
BALTIMORE	Maryland Aviation Administration	Martin Airport, 701 Wilson Point Road	410-682-8803
BALTIMORE	Maryland Department of Education	200 West Baltimore Street	410-767-0023
BALTIMORE	Concentra Medical Center	110 St. Paul Street, Suite 100	410-752-3010
BALTIMORE	Department of Juvenile Services	One Center Plaza, 120 W. Fayette Street	410-230-3454
BALTIMORE	MD Institute for Emergency Medical Services Systems	653 W. Pratt Street	410-706-0470
BALTIMORE	Department of Labor, Licensing & Regulation	500 North Calvert Street	410-230-6312
BALTIMORE	Military Department	Fifth Regiment Armory	410-234-3838

BALTIMORE	Chesapeake Occupational Health Services	1460 Desoto Road	410-646-2121
BEL AIR	Harford County Health Department	119 Hays Street	410-879-2404
BEL AIR	MD State Police Barrack “D” (Bel Air)	1401 Belair Road	410-879-2101
BOONESBORO	South Mountain Rec. Area (Greenbrier State Park)	21843 National Pike	301-791-4767
CAMBRIDGE	Dorchester County Health Department	3 Cedar Street	410-901-8124
CAMBRIDGE	Eastern Shore Hospital Center	5262 Woods Road	410-221-2330
CATONSVILLE	Spring Grove Hospital Center	55 Wade Avenue, Preston Building	410-402-7263
CENTREVILLE	Queen Anne’s County Health Department	206 North Commerce Street	410-758-5402
CHELTENHAM	Cheltenham Youth Facility	11001 Frank Tippet Road	301-396-4343
CHESTERTOWN	Upper Shore Community Health Center	300 Scheeler Road	410-778-6800
CHEVERLY	Cheverly Health Center	3003 Hospital Drive – Ground Floor	301-583-5928
CLINTON	RICA – Southern Maryland	9400 Surratts Road	301-372-1831
COLLEGE PARK	MD State Police Barrack “Q” (College Park)	10100 Rhode Island Avenue	301-345-3101
COLUMBIA	Maryland School for the Deaf	8169 Old Montgomery Road	410-480-4517
CROWNSVILLE	Crownsville Veterans Cemetery	1122 Sunrise Beach Road	410-987-6320
CUMBERLAND	Allegany County Health Department	Willowbrook Road, Room 100, First Floor	301-777-5662

CUMBERLAND	Thomas B. Finan Center	Country Club Road	301-777-2405
CUMBERLAND	MD State Police Barrack “C” (Cumberland)	1125 National Highway	301-729-2101
CUMBERLAND	Western Correctional Institution	13800 McMullen Highway, SW	301-729-7030
DENTON	MD State Police – Denton Detachment	3 rd and Randolph Street	410-822-3101
EASTON	MD State Police Barrack “I” (Easton)	7053 Ocean Gateway	410-822-3101
ELKTON	Cecil County Health Department	401 Bow Street, 1st Floor - Byers Health Ctr.	410-996-5550
FORESTVILLE	MD State Police Barrack “L” (Forestville)	3500 Forestville Road	301-568-8101
FREDERICK	Frederick County Health Department	300 Scholls Lane	301-631-3445
GLEN BURNIE	MD State Police Barrack “P” (Glen Burnie)	6800 Aviation Boulevard	410-761-5130
HAGERSTOWN	Washington County Health Department	1302 Pennsylvania Avenue	240-313-3489
HAGERSTOWN	Division of Vocational Rehabilitation	Professional Arts Building, Suite 511	301-791-4764
HAGERSTOWN	Western Maryland Center	1500 Pennsylvania Avenue	301-791-4495
HAGERSTOWN	MD Correctional Institution – Hagerstown	18601 Roxbury Road	240-420-1000
HAGERSTOWN	MD State Police Barrack “O” (Hagerstown)	18345 Col. Henry K. Douglas Drive	301-739-2101
HAGERSTOWN	Western Maryland Correctional Hiring Unit	18411 Roxbury Road	301-745-3673

JESSUP	MD State Police Barrack “A” (Waterloo)	7777 Washington Boulevard	410-799-2101
JESSUP	Division of Correction (Jessup Training Building)	8410 Dorsey Run Road	410-792-4587
JESSUP	Clifton T. Perkins Hospital Center	8450 Dorsey Run Road	410-724-3014
LA PLATA	MD State Police Barrack “H” (La Plata)	9500 Mitchell Road	301-392-1200
LAUREL	Waxter Children’s Center	375 Red Clay Road	410-792-7416
LEONARDTOWN	MD State Police Barrack “T” (Leonardtown)	23200 Leonard Hall Drive	301-475-8955
MCHENRY	MD State Police – Garrett County Detachment	67 Friendsville Road	301-387-1101
OCEAN CITY	Worcester County Health Department	WACS Center, 11827 Ocean Gateway	410-213-0202
OWINGS MILLS	Rosewood Center	Clinical Services Building	410-951-5159
OWINGS MILLS	Maryland Center for Public Broadcasting	11767 Owings Mills Boulevard	410-581-4115
PIKESVILLE	MD State Police Headquarters	Executive Building, 1201 Reisterstown Road	410-653-4298
PRINCE FREDERICK	Calvert County Public Library	30 Duke Street	410-535-0291
ROCKVILLE	Alfred D. Noyes Children’s Center	9925 Blackwell Road	410-792-0865
ROCKVILLE	John L. Gildner RICA	15000 Broschart Road	301-251-6816

SALISBURY	Salisbury District Court	Multi-Service Center, 201 Baptist Street	410-543-6600
SALISBURY	Salisbury Medical Center	1104 Healthway Drive	410-543-4000
SALISBURY	MD State Police Barrack "E" (Salisbury)	2765 North Salisbury Boulevard	410-749-3101
SALISBURY	Holly Center	926 Snow Hill Road	410-572-6283
SALISBURY	Deer's Head Center	351 Deer's Head Road	410-543-4033
SAVAGE	Internal Investigative Unit	8510 Corridor Road, Suite 100	410-724-5720
SYKESVILLE	Springfield Hospital Center	6655 Sykesville Road (off Rt. 32)	410-795-2100
TOWSON	Baltimore County Health Department	Circuit Court Building, 401 Bosley Avenue	410-887-2687
WESTMINSTER	Carroll County Health Department	290 S. Center Street	410-876-4969
WESTMINSTER	MD State Police Barrack "G" (Westminster)	1100 Baltimore Boulevard	410-386-3000
WESTOVER	Somerset County Health Department	7920 Crisfield Highway	443-523-1710
WESTOVER	Eastern Correctional Institution	30420 Revells Neck Road	410-845-4000
WHITE PLAINS	Charles County Health Department	4545 Crane Highway Building	301-609-6631

ATTACHMENT M

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. **F10B8200005**

Offer/Bid submitted by (name of firm)_____

Address_____

City_____ State_____ Zip Code_____

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

The Bidder/Offeror agrees to pay employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on a State contract for services. The Bidder/Offeror agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date