

Request for Proposals

STATE MEDICAL DIRECTOR AND OCCUPATIONAL MEDICAL SERVICES FOR MARYLAND STATE AGENCIES

PROJECT NO. F10R5200145



DEPARTMENT OF BUDGET & MANAGEMENT

Issue Date: February 15, 2005

NOTICE

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

MBEs are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please e-mail (rhowells@dbm.state.md.us) or fax (410-974-3274) this completed form to the attention of Robert W. Howells..

Title: SMD and Occupational Medical Services For Maryland State Agencies
Project No: F10R5200145

If you have responded with a "no bid", please indicate the reason(s) below:

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

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

REMARKS:

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

RFP

**SMD AND OCCUPATIONAL MEDICAL SERVICES FOR MARYLAND
STATE AGENCIES**

PROJECT NUMBER: F10R5200145

RFP Issue Date: February 15, 2005

RFP Issuing Office: DBM
Medical Services Unit

Procurement Officer: Robert W. Howells
Office Phone: (410) 260-7747
Fax: (410) 974-3274
e-mail: rhowells@dbm.state.md.us

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: On or about 6/1/2005 through 5/31/2010

Pre-Proposal Conference: February 24, 2005 @ 10:00 AM (Local Time)
Department of Health & Mental Hygiene Headquarters
The O'Connor Building, Lobby
201 W. Preston Street – Room L-1
Baltimore, MD 21201
For Directions, call Robert W. Howells

Proposals are to be sent to: DBM
Procurement Unit-Room #111
45 Calvert Street
Annapolis, MD 21401
Attention: Robert W. Howells

Closing Date and Time: March 23, 2005 @ 2:00 PM (Local Time)

NOTE: Prospective Offerors who have received this document from the DBM's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

1.1.1 The Maryland DBM, OPSB, Medical Services Unit, hereafter referred to as the “Department,” is issuing this RFP to obtain a contractor to provide SMD and Occupational Medical Services, which may be used by all agencies of Maryland State Government. Currently, these agencies cumulatively spend over \$2 million per year through numerous contractual agreements to obtain the types of services that will be available under the contract that will result from this RFP. Because of the economies of scale and convenience that are expected to be achieved by the single, statewide contract (the contract) that will result from this RFP, it is anticipated that this contract will become the primary means for Maryland State agencies to obtain SMD and Occupational Medical Services for their employees and/or prospective employees.

1.1.2 DBM intends to make a single award as a result of this solicitation.

1.1.3 The Contract will be for a term of approximately five (5) years beginning on or about June 1, 2005 and extending through May 31, 2010. The Department, at its unilateral option, may extend the contract, at the then-prevailing rates, on a month-to-month basis for up to 6 additional months.

1.2 NON-EXCLUSIVE USE

It is the intention of DBM to obtain the products and services described in this RFP under the resulting Contract. However, this Contract shall not be construed to require the State to use this Contract exclusively. The State reserves the right to procure products and services of any nature from other sources when it is in the best interest of the State to do so and without notice to the Contractor. The State makes no guarantee that it will purchase any products or services under the resulting Contract.

1.3 ABBREVIATIONS AND DEFINITIONS

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

NOTE: The terms “State Medical Director”, “SMD” and “Contractor” are used interchangeably throughout this RFP document.

- a. Agency – The unit of State government procuring services
- b. ADA – The Americans with Disabilities Act
- c. ATR – Agency Technical Representative - An employee designated by an appointing authority to ensure compliance with the requirements of an agency's drug testing program

1.3 ABBREVIATIONS AND DEFINITIONS (contd.)

- d. COMAR - Code of Maryland Regulations (available at www.dsd.state.md.us)
- e. Contract – The contract entered into between DBM and the selected Offeror responding to this RFP. The Contract will include all general State terms and conditions, and will incorporate the entire RFP, including any amendments, addenda, and all/or indicated portions of the selected Offeror’s proposal. A sample contract is included as Attachment A to this RFP.
- f. Contract Manager – The individual designated by DBM as the point-of-contact, who monitors the daily activities of the contract and provides guidance to the contractor after the contract is awarded, and who has the authority and knowledge to resolve issues that arise between the referring agencies and the contractor on behalf of DBM. See Section 1.7 for the designated Contract Manager.
- g. Contractor – The Offeror selected to receive the Contract award under the procedures contained in this RFP.
- h. Department (or DBM) – The Maryland Department of Budget and Management
- i. Designated Agency Contact (DAC) – The person assigned by the employing agency who will be responsible for coordinating with the SMD to ensure compliance with the agency’s medical services needs.
- j. FAA – The Federal Aviation Administration
- k. FHWA – The Federal Highway Administration
- l. Firm Fixed Unit Prices – Means all unit prices for exams, sessions, tests and hourly rates will be the same each time the service is provided during the same contract year. The contract contained in Attachment A is a firm fixed unit price contract, in that the unit prices for all services are firm and fixed for the duration of this contract, except for Contract Price Adjustments as allowed in Section 1.5.2.
- m. Fully Loaded Price – A price that includes all profit, and any direct and indirect costs of the Contractor associated with performing the required services. The indirect costs shall include among other things, all costs that would normally be considered General and Administrative costs and/or routine travel costs, or which in any way are allocated by the Contractor against direct unit prices or labor hours as a means of calculating profit or recouping costs.
- n. FMLA –The Family and Medical Leave Act
- o. FTA – The Federal Transit Administration

1.3 ABBREVIATIONS AND DEFINITIONS (contd.)

- p. IWIF – The Injured Workers Insurance Fund
- q. Local Time – Time in the Eastern Time Zone as observed by the State.
- r. MBE – Minority Business Enterprise certified by the MDOT.
- s. MDOT – The Maryland Department of Transportation
- t. MdTA – The Maryland Transportation Authority
- u. MRO – Medical Review Officer - A licensed physician responsible for receiving laboratory results generated by a drug testing program and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with any relevant biomedical information.
- v. MTA – The Maryland Transit Administration
- w. Offeror – An entity that submits a Proposal in response to this RFP.
- x. OPSB – The DBM Office of Personnel Services and Benefits.
- y. Procurement Officer – The DBM representative responsible for this RFP, for the determination of scope issues in the resulting contract, and is the only State representative that can authorize changes to the contract. See Section 1.6 for the designated State Procurement Officer.
- z. Proposal - The technical and financial response provided by Offerors in response to this RFP.
- aa. RFP – This Request for Proposals for “SMD and Occupational Medical Services for Maryland State Agencies”, Project Number F10R5200145, dated February 15, 2005, including any amendments.
- bb. Secretary – The Secretary of Budget and Management, or the Secretary’s designee.
- cc. State – The State of Maryland.
- dd. State Business Hours – 8:00 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.
- ee. State Medical Director (SMD) –The physician or small centralized group of physicians designated by either the Secretary of Budget and Management or the Secretary of Transportation to exercise all authority vested in the Secretaries with respect to medical examinations and investigations relating to employment (including pre- and post-employment) with the State Personnel Management System and MDOT. The SMD shall serve as the Medical Advisor to MDOT, MTA and MdTA.

1.3 ABBREVIATIONS AND DEFINITIONS (contd.)

ff. Substance Abuse Professional (SAP) – A licensed or certified professional with knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders.

gg. WCC - the Maryland Workers' Compensation Commission

1.4 CONTRACT TYPE

The Contract that results from this RFP will be an Indefinite Quantity Contract with Firm Fixed Unit Prices, with price adjustments, as defined in COMAR 21.06.03.02 and .06, subject to a contract Not-To-Exceed (NTE) ceiling amount that shall not be exceeded without the necessary Contract Modification.

1.5 CONTRACT DURATION

1.5.1 Contract Term

The base term of the Contract resulting from this RFP will be for a period of approximately five (5) years beginning on the date of execution of the contract by DBM, which is anticipated to be on or about June 1, 2005, and continuing through May 31, 2010.

1.5.2 Contract Price Adjustments

Any administrative rate increase applicable to years 2006 through 2010 shall not exceed the amounts specified in this paragraph. The administrative rate increase shall be measured by the change in the “Medical Care” expenditure category of the Consumer Price Index for all Urban Consumers (CPI-U Medical) for the Baltimore-Washington published metropolitan area, unadjusted for seasonal variation. The measurement period shall be the twelve-month period ending December 31 preceding the year in question. For example, the adjustment for the contract year beginning 6/1/2008 shall be based upon the CPI-U change in the year 2007 versus the year 2006.

However, any such increase shall not occur automatically. To obtain an increase, the contractor must make a specific written request, at least 2 weeks prior to the intended effective date of the increase, to the Contract Manager. This request must document the change in the B/WCPI and indicate the resultant intended unit price increases. 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. The Contractor may not bill any increase until it has been approved by the Contract Manager.

An illustration of the application of this procedure follows: the second year of the contract is expected to begin on 6/1/2006. If the B/WCPI increased by 2.5% between 12/31/2004 and 12/31/2005, the contractor can request a 2.5% increase in its unit prices as of 6/1/2006 to cover the second contract year (until 5/31/2007).

1.6 PROCUREMENT OFFICER

Prior to the award of the Contract, the sole point-of-contact in the State for purposes of this RFP is the Procurement Officer listed below:

Robert W. Howells, Procurement Officer
DBM
Division of Policy Analysis, Procurement Unit
45 Calvert Street, Room 111
Annapolis, Maryland 21401
Telephone #: 410-260-7747
Fax #: 410-974-3274
E-mail: rhowells@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice to the Contractor.

1.7 CONTRACT MANAGER

After the Contract is awarded, the DBM Contract Manager who monitors the daily activities of the Contract and provides guidance to the Contractor is:

Margaret Embardino
DBM
Medical Services Unit
301 W. Preston Street, Room 508
Baltimore, Maryland 21201
Telephone #: 410-767-4483
Fax #: 410-333-5440
E-mail: membardi@dbm.state.md.us

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

1.8 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference (Conference) will be held on **February 24, 2005**, beginning at **10:00 AM** Local Time, at **The Department of Health & Mental Hygiene Headquarters, The O’Conor Building (Lobby Level), 201 W. Preston Street, Room L-1, Baltimore, MD 21201**. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror’s understanding of RFP requirements.

As promptly as feasible after the Conference, a summary of the Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

1.8 PRE-PROPOSAL CONFERENCE (contd.)

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM, February 22, 2005, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call the Procurement Officer at (410) 260-7747 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.9 “E-MARYLAND MARKETPLACE”

“e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.maryland.gov>), and other means for transmitting the RFP and associated materials, the RFP, minutes of the Conference, Offeror questions and DBM responses, addenda, and other solicitation-related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

1.10 QUESTIONS

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

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

1.11 PROPOSALS DUE (CLOSING) DATE

An unbound original and four (4) bound copies of each proposal (Technical and Financial) must be received by the Procurement Officer, at the address listed in Section 1.6 and the Key Information Summary Sheet, **no later than 2:00 PM (Local Time) on March 23, 2005**, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (Technical or Financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10 and 21.05.03.02, proposals received by the Procurement Officer after the due date, March 23, 2005, at 2:00 PM (Local Time) will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

1.12 DURATION OF OFFER

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

1.13 REVISIONS TO THE RFP

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

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

1.14 CANCELLATIONS; DISCUSSIONS

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

1.15 ORAL PRESENTATION

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

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

Typically, oral presentations will follow a specified format and generally be limited to one (1) hour of presentation time, followed by one (1) hour of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.

The presentation may include but not be limited to the following items in the Offeror's Technical Proposal:

- Description of how the Offeror plans to meet the identified requirements in the RFP
- Experience and capabilities
- Description of the organization
- Description of how the Offeror plans to meet RFP reporting requirements
- Description of references and the scope of services to other clients by each reference.

1.16 INCURRED EXPENSES

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

1.17 ECONOMY OF PREPARATION

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

1.18 PROTESTS/DISPUTES

Any protest or dispute related to this RFP or the resulting Contract will be subject to COMAR 21.10 (Administrative and Civil Remedies).

1.19 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.20 ACCESS TO PUBLIC RECORDS ACT NOTICE

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

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

1.21 OFFEROR RESPONSIBILITIES

The selected Offeror/Contractor shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The selected Offeror retains responsibility for all work performed by and any deliverable submitted by a subcontractor. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.22 MANDATORY CONTRACTUAL TERMS

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

1.23 PROPOSAL AFFIDAVIT

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

1.24 CONTRACT AFFIDAVIT

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

1.25 MBE SUBCONTRACT PARTICIPATION GOAL

NOTICE: The procedure for submitting MBE information and forms has been revised effective October 1, 2004. See Attachment D for explanation of the revised requirements. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

An MBE subcontractor participation goal of **15%** has been established for this solicitation. The Contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the MBE goals in such subcontract awards with businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

A current directory of certified MBEs is available through the MDOT, Office of MBE, 7201 Corporate Center Drive, Hanover MD 21076. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBEs is available via this web site.

1.26 ARREARAGES

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the Contract if selected for contract award.

1.27 PROCUREMENT METHOD

The Contract will be awarded in accordance with the Competitive Sealed Proposals procurement method as described in COMAR 21.05.03.

1.28 VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

1.29 FALSE STATEMENTS

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

(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 five years or both.

1.30 PAYMENTS BY ELECTRONIC FUNDS TRANSFER (EFT)

By submitting a response to this RFP, the Offeror agrees to accept payments by EFT unless the State Comptroller's Office grants an exemption. The selected Offeror must register using the form COT/GAD X-10 Vendor Electronic Funds Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is Attachment G or it can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

1.31 RESPONSIBILITY FOR CLAIMS AND LIABILITY

By submitting a response to this RFP, the Offeror agrees to indemnify and hold harmless the State, its officers, agents and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description including attorneys' and other professional fees arising out of or resulting from performance or nonperformance of the services of the Contractor or those of his subcontractors, agents or employees under this contract, or arising from or based on the violation of applicable federal, state or local law, ordinance, regulations, order or decree, whether by himself or his employees or subcontractors.

SECTION 2 – OFFEROR’S MINIMUM QUALIFICATIONS

2.1 THE OFFEROR

As an organization, the offeror must, within the past 5 years, have:

- a minimum of three years experience in occupational/industrial medicine.
- at least 6 months experience in providing similar services to one organization, firm or agency of at least 7,500 employees, members, clients, etc., but cumulative total of employees, members, clients, etc. serviced must exceed 10,000.

2.2 THE OFFEROR’S STAFF

Key medical and administrative staff of the offeror must have at least 1 year of experience in occupational/industrial medicine.

All physicians within the SMD must be licensed to practice medicine within the State of Maryland. It is preferred that each physician be board-certified in occupational medicine or internal medicine. Should the State be challenged in any administrative or judicial proceeding with regard to a medical service issue, the physicians of the SMD must be unequivocally recognized as experts in this field and be able to provide expert medical judgment and testimony.

Some of the physicians within the SMD will also function as the Statewide MRO and the SAP for USDOT substance abuse testing. Although it would be ideal if every physician within the SMD were qualified to function as an MRO and/or a SAP, the State recognizes that this may not be feasible. However, it is imperative that at least some of the physicians within the SMD be qualified to perform these critical functions.

Any member of the offeror’s staff who is assigned to function as a SAP must be a licensed physician, psychologist, social worker or employee assistance professional, or an alcohol or drug abuse counselor certified by the National Association of Alcoholism and Drug Abuse Counselors.

Any member of the offeror’s staff who is assigned to function as an MRO must be a licensed physician with knowledge of substance abuse disorders. The physicians within the SMD who will perform the MRO function must provide documentation of MRO certification and must have sufficient experience in the performance of MRO functions.

SECTION 3 – SCOPE OF WORK

3.1 PURPOSE

The Maryland DBM, OPSB, Medical Services Unit, is issuing this RFP to obtain SMD and Occupational Medical Services, which may be used by all agencies of Maryland State Government. Currently, these agencies cumulatively spend over \$2 million per year through numerous contractual agreements to obtain the types of services that will be available under the contract that will result from this RFP. Because of the economies of scale and convenience that are expected to be achieved by the single, statewide contract that will result from this RFP, it is anticipated that this contract will become the primary means for Maryland State agencies to obtain SMD and Occupational Medical Services for their employees and/or prospective employees.

Generally, the services detailed in Section 3 of this RFP will be applicable to State agencies to whatever extent those agencies choose to use these services. However, MDOT has certain unique Medical Director and Occupational Medical Services requirements.

DBM is seeking a contractor to provide 20 types of services for State agencies in general (a detailed description of each service follows in Sections 3.3.1 through 3.3.20) and 2 other types of services that apply only to MDOT agencies (a detailed description of each service follows in Sections 3.3.21 through 3.3.22). The amounts to be paid to the Contractor for each service shall be as proposed in the selected offeror's final Financial Proposal (Attachment F).

3.2 BACKGROUND

State employees work in Baltimore City and all 23 counties of the State. Therefore, it is required that the services described in this RFP be provided statewide, so that they are reasonably accessible to all current or prospective State employees. Since has an extensive number of work sites in Maryland, as enumerated in Attachment J, the contractor will be required to have a service delivery site capable of providing all of the services required under this RFP within a maximum of 30 minutes normal driving time of every MDOT location in Baltimore City. It is preferred that the contractor have a service delivery site capable of providing most of the routine services required under this RFP within a maximum of one hour normal driving time, of every MDOT location outside of Baltimore City, as enumerated in Attachment J. This will assure reasonable access to all current or prospective State employees of any State agency.

As stated above, State agencies have historically spent about \$2 million per year on the types of employee related medical services covered by this RFP. The quantities of procedures listed on the Financial Proposal (Attachment F) are the best approximation DBM has of the possible need for procedures and/or services under this RFP. However, DBM does not guarantee in any manner that these quantities will reflect either a minimum or maximum level of need for any or all procedures and/or services. Moreover, the contractor must provide whatever level of need actually occurs for any and all procedures and/or services covered by this RFP.

3.3 MEDICAL SERVICES REQUIRED TO BE PERFORMED

The contractor shall provide the following specific types of Medical Services:

3.3.1 Pre-Placement Physicals For Employees/Applicants

Physicals may be performed on current employees and individuals who have been conditionally offered employment by a State agency. The exact content of such examinations shall be determined by the SMD. At a minimum, examinations shall include the following:

- Personal health history;
- Medical screening - to include but need not be limited to: height, weight, blood pressure, pulse, vision, hearing (audiometric testing) and TB test; and
- Examination of general physical condition - dermatological, respiratory, cardiovascular, abdominal, digestive, genitourinary, musculo-skeletal, neurological, etc.

In addition, the SMD may utilize routine laboratory testing as medically necessary (i.e. CBC, routine blood chemistries and urinalysis).

If a medical condition/illness is discovered, all additional testing and medical expenses shall be approved in advance by the DAC.

The SMD shall fax to the DAC a written summary of the results of the Pre-Placement Physical within one (1) business day of the examination. A final written report shall be submitted to the DAC within five (5) business days of the examination.

The contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Pre-Placement Physical performed, after the DAC receives and accepts the written report of employment qualification.

3.3.2 Standard Psychological Evaluations Of Employees/Applicants

The SMD shall provide a Psychological Evaluation in accordance with the standards mandated by the Maryland Police and Correctional Training Commission or as required by the DAC to include, but not be limited to, scoring/evaluation of standard psychological test(s) for Police/Correctional Officer candidates. The SMD shall review medical information from external sources concerning the employee's/applicant's ability to perform the assigned job duties.

The SMD shall provide a written report to the DAC indicating whether an employee/applicant is qualified, provisionally qualified or not qualified for employment within five (5) business days of the evaluation. In conducting these evaluations, the SMD shall comply with all provisions of the ADA.

3.3.2 Standard Psychological Evaluations Of Employees/Applicants (contd.)

The contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Psychological Evaluation performed, after the DAC receives and accepts the written report of qualification for employment.

3.3.3 Initial Workability Examinations (basic workability exams without diagnostic testing)

Employees may be referred to the SMD or other designated medical specialist for a comprehensive examination. The Workability Examination seeks to achieve one or more of the following objectives:

- Based on the job description/task analysis provided by the agency, evaluate the employee's current medical capabilities and limitations with regard to the job duties of the employee's position. If the employee has medical limitations that prevent the employee from performing assigned job duties, determine if the employee is medically capable of temporarily performing modified duties, indicate what the specific duty restrictions are, estimate length of modified duty or determine that the limitations are permanent (i.e., the employee has reached maximum medical improvement).
- For employees with frequent sick leave usage, determine if the frequency of use is medically justified based on the nature/severity of the medical condition(s). In some cases, it may be necessary to determine if the employee has a chronic medical condition that has an ongoing and significant impact on the employee's attendance or work performance.

The Initial Workability Examination shall include:

- Personal health history;
- Medical screening - to include but not be limited to: height, weight, blood pressure, pulse, vision, hearing (audiometric testing) and TB test; and
- Examination of general physical condition - dermatological, respiratory, cardiovascular, abdominal, digestive, genitourinary, musculo-skeletal, neurological, etc.

If medically indicated, the SMD may also:

- utilize routine laboratory testing (e.g., CBC, blood chemistries, and urinalysis), with the approval of the DAC; and/or
- utilize routine diagnostic studies (e.g., EKG, pulmonary function testing, and x-rays), with the approval of the DAC; and/or

3.3.3 Initial Workability Examinations (contd.)

- utilize more sophisticated (and more costly) diagnostic studies (i.e., CT imaging, MRI imaging, sonography, cardiac stress testing, EMG/nerve conduction studies, etc.), with the approval of the DAC; and/or
- obtain appropriate medical records from the employee's treating physician(s); and/or
- after securing the approval of the DAC, refer the employee to other medical specialist(s) (e.g., cardiologist, orthopedist, psychiatrist, etc.) for further evaluation.

The SMD shall fax a brief preliminary report to the DAC within 24 hours of the exam. A final comprehensive written report shall be submitted to the DAC within five (5) business days of the receipt of all relevant medical information.

The contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Initial Workability Examination performed, after the DAC receives and accepts the reports referenced above.

The contractor is permitted to charge an amount equivalent to 25% of the firm fixed unit price per exam specified in its Financial Proposal if a referred employee fails to attend a scheduled Initial Workability Exam, unless the DAC gives the contractor at least 24 hours advance notice of cancellation.

3.3.4 Workability Examinations With Basic Diagnostics (includes basic diagnostic testing, such as CBC, standard blood chemistries, urinalysis, EKG & x-rays)

Employees may be referred to the SMD or other designated medical specialist for a comprehensive examination. The workability exam seeks to achieve one or more of the following objectives:

- Based on the job description/task analysis provided by the agency, evaluate the employee's current medical capabilities and limitations with regard to the job duties of the employee's position. If the employee has medical limitations that prevent the employee from performing assigned job duties, determine if the employee is medically capable of temporarily performing modified duties, indicate what the specific duty restrictions are, estimate length of modified duty or determine that the limitations are permanent (i.e., the employee has reached maximum medical improvement).
- For employees with frequent sick leave usage, determine if the frequency of use is medically justified based on the nature/severity of the medical condition(s). In some cases, it may be necessary to determine if the employee has a chronic medical condition that has an ongoing and significant impact on the employee's attendance or work performance.

3.3.4 Workability Examinations With Basic Diagnostics (contd.)

The Workability Examination with Basic Diagnostics shall include:

- Personal health history;
- Medical screening - to include but not be limited to: height, weight, blood pressure, pulse, vision, hearing (audiometric testing) and TB test; and
- Examination of general physical condition - dermatological, respiratory, cardiovascular, abdominal, digestive, genitourinary, musculo-skeletal, neurological, etc.
- routine laboratory testing (e.g., CBC, blood chemistries and urinalysis)
- routine diagnostic studies (e.g., EKG, pulmonary function testing and x-rays)

If medically indicated, the SMD may also:

- utilize more sophisticated (and more costly) diagnostic studies (i.e., CT imaging, MRI imaging, sonography, cardiac stress testing, EMG/nerve conduction studies, etc.), with the approval of the DAC; and/or
- obtain appropriate medical records from the employee's treating physician(s); and/or
- after securing the approval of the DAC, refer the employee to other medical specialist(s) (e.g., cardiologist, orthopedist, psychiatrist, etc.) for further evaluation.

The SMD shall fax a brief preliminary report to the DAC within 24 hours of the exam. A final comprehensive written report shall be submitted to the DAC within five (5) business days of the receipt of all relevant medical information.

The contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Workability Examination with Basic Diagnostics performed, after the DAC receives and accepts the reports referenced above.

3.3.5 Follow-Up Workability Examinations

Follow-Up Workability Examinations occur after an Initial Workability or Workability with Basic Diagnostic Examination. They are often required to allow the SMD the opportunity to re-evaluate the employee and discuss the results of any additional diagnostic testing and/or medical specialist referrals.

All of the terms and conditions under Initial Workability Examinations (Section 3.3.3) or Workability Examinations with Basic Diagnostics (Section 3.3.4), respectively, shall apply to any attendant Follow-Up Workability Examinations.

3.3.5 Follow-Up Workability Examinations (contd.)

The contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Follow-up Workability Examination performed, after the DAC receives and accepts the final comprehensive report referenced in Section 3.3.3 or 3.3.4, as appropriate.

The contractor is permitted to charge an amount equivalent to 25% of the firm fixed unit price per exam specified in its Financial Proposal if a referred employee fails to attend a scheduled Follow-up Workability Examination, unless the DAC gives the contractor at least 24 hours advance notice of cancellation.

3.3.6 Fitness-For-Duty/Ability-To-Work Examinations

Fitness-for-Duty/Ability-to-Work Examinations may be requested to address medical issue(s) identified in conjunction with an on-the-job injury, occurrence of sick leave, short-term disability, and in other situations where the State agency requires a medical opinion to determine an employee's ability to work or to perform assigned job duties. Depending on the nature of the medical issue, the Fitness-for-Duty/Ability-to-Work Examination may address the physical, psychological, emotional and/or cognitive abilities of the employee to perform assigned duties. The SMD will provide information on the type and severity of the injury/illness, treatment history and social or family history, as appropriate. If deemed medically necessary and after securing the approval of the DAC, the SMD may refer the employee to other medical specialist(s) (e.g., cardiologist, orthopedist, psychiatrist, etc.) for further evaluation.

The SMD shall fax the results of a Fitness-for-Duty/Ability-to-Work Examination to the DAC by the end of the next business day following the examination and shall also provide an original written copy of the examination within five (5) business days of the examination.

The contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Fitness-for-Duty/Ability-to-Work Examination performed, after the DAC receives and accepts the reports described above.

3.3.7 Substance Abuse MRO Services

The SMD shall function as the Substance Abuse MRO responsible for interpreting laboratory urinalysis reports, interviewing and/or examining donors with laboratory positive results and advising donors and ATRs about confirmed drug test results. OPSB receives drug testing results from the drug testing contractor and reports same to the SMD.

The SMD shall perform all MRO responsibilities in accordance with COMAR 17.04.09 and the Urine Specimen Collection Handbook published by the U.S. Substance Abuse & Mental Health Services Administration (SAMHSA).

The contractor will be paid the firm fixed unit price per hour as specified in its Financial Proposal for the number of hours of Substance Abuse MRO Services performed and accepted by the DAC.

3.3.8 Medical Advisor/Consultation Services

The SMD shall provide medical consultation services that include, but are not limited to:

- providing professional advice on any occupational, medical and/or related employment issues from a preventive and remedial perspective and making appropriate recommendations;
- providing professional medical advice in consultation with the DBM or MDOT Secretary, the DAC, the Office of the Attorney General, the MTA General Counsel and/or the Statewide EEO Coordinator on a variety of occupational/medical issues, such as (but not limited to) reasonable work accommodations and indoor air quality concerns; and sufficiently maintaining definitive and detailed medical records that will withstand potential court challenges;
- coordinating referrals for Medical Specialist and Laboratory Services as indicated in Section 3.3.10;
- coordinating and/or providing wellness and fitness programs, individual instructions and classes, to include working with the MD Aviation Administration on the development and implementation of a wellness program for Airport Firefighters; and
- providing any medical training related to the services required in this contract, as deemed appropriate by the DAC.

To provide the consultation services referenced above, the SMD shall acquire expertise in the nature and conditions of jobs performed by affected employees, including but not limited to:

- occupational and environmental conditions encountered by employees, including on-site observations as necessary;
- knowledge of existing job specifications and/or any available medical standards; and/or
- knowledge of agency personnel policies and procedures.

The Contractor will be paid the firm fixed unit price per hour as specified in its Financial Proposal for the number of hours of Medical Advisor/Consultation Services performed and accepted by the DAC.

3.3.9 Testimony And Preparation

As requested in writing by the DAC, the contractor shall make contract personnel available to provide a deposition or testimony and relevant documentation in support of any administrative and/or court actions. No person provided for testimony shall have been convicted of perjury or any felony crime. The SMD or designated medical specialist shall assist in the defense of any administrative or judicial action where its opinions or decisions are at issue. This requirement shall survive the duration of this contract and shall specifically apply for the same duration as described for the retention of records and reports in Section 3.4.6 below.

If any personnel of the contractor, subcontractor or any referred medical specialist is required to provide a deposition or testimony, for each such individual authorized by the Contract Manager, the contractor will be paid the firm fixed unit price per hour, or a prorated portion thereof (rounded off in 15-minute portions), as specified in its Financial Proposal, that each approved person spends preparing for and/or providing the actual deposition or testimony. The contractor will also be paid the same firm fixed unit price per hour, or prorated portion thereof, for all time spent by each approved person traveling within Maryland to attend a deposition, hearing or court session that is more than 30 miles from the Contract Manager's office in Baltimore. Billing for travel time and mileage is only allowable for travel outside the above-described 30-mile radius. Billing for preparation time shall be accompanied by appropriate documentation of the nature and rationale for the preparation by each authorized person.

For any authorized travel beyond the 30-mile radius referenced above, the contractor will also be reimbursed for mileage expenses at the same rate that is paid to State employees (currently 34 cents per mile).

3.3.10 Medical Specialist And Laboratory Services

To complete the examination and evaluation services required by this contract, the SMD shall make all necessary arrangements for referring applicants/employees for appropriate Medical Specialist and Laboratory Services, with the prior approval of the DAC. The medical specialties shall include but not be limited to: cardiology, dermatology, internal medicine, neurology, ophthalmology, orthopedics, otolaryngology and psychiatry.

The contractor will be paid the firm fixed unit price per hour specified in its Financial Proposal for all services associated with: determining the need for medical specialty and laboratory services; making specific referrals for such services; reviewing specialist reports for accuracy; and consulting with and/or interpreting the findings of all such specialists. The Contractor shall submit all billing for medical specialist and laboratory services on behalf of the providing specialist/laboratory or as reimbursement for payments already made by the contractor to the medical specialist/laboratory. All billing shall be for the exact amount charged by the providing specialist/laboratory without any markup or additional charges.

3.3.10 Medical Specialist And Laboratory Services (contd.)

The actual amount charged to the State for any medical specialist or laboratory services shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule for the same procedure, provided a rate has been established for the procedure. If there is no rate established for the procedure in the Fee Schedule, the actual amount charged to the State shall be within the usual, customary and reasonable reimbursement rates for this region as provided by the Health Insurance Association of America. All referred specialists shall agree to accept these payment rates and State agencies will not pay any specialist more than these rates.

Should the contractor provide any specialty or laboratory services itself, it may bill for these services as described above.

3.3.11 Health Benefits Review Committee Services

The SMD shall serve on the Health Benefits Review Committee and shall review assigned cases (including medical records) and provide medical opinions as appropriate. On a monthly basis, the Committee evaluates appeals from State employees and retirees and their dependents for services that have been denied by the State's health insurance contractors. The Committee also considers requests for coverage of extra-contractual services (e.g. those services that are not normally covered in the contract between the State and its health insurance contractors).

The contractor will be paid the firm fixed unit price per hour as specified in its Financial Proposal for the number of hours of Health Benefits Review Committee Services performed and accepted by the DAC.

3.3.12 Workers' Compensation Treatment Provider

The SMD shall provide on-going treatment of on-the-job injuries in non-life threatening situations. Each time the employee is evaluated, the SMD shall fax to the DAC a preliminary status report before the close of business on the day of treatment, and shall fax the report to the workers' compensation third party administrator (currently IWIF) within two (2) business days of each treatment session. Such reports shall provide relevant information on the employee's account of the accident/incident, the employee's ability to return to work. The SMD shall also establish a target return-to-work date.

Within five (5) business days of the initial treatment session, the SMD shall provide to the DAC and the workers' compensation third party administrator a final written report that addresses:

- Planned treatment
- Percentage of current disability
- Target date for maximum recovery from this injury/illness

3.3.12 Workers' Compensation Treatment Provider (contd.)

- Evaluation of the employee to determine the employee's ability to return to work with or without restrictions, based on an analysis of assigned job duties

The actual amount charged to the State for any treatment provided in conjunction with a Workers' Compensation case shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule for the same treatment, provided a rate has been established for the treatment. If there is no rate established for the treatment in the Fee Schedule, the actual amount charged to the State shall be within the usual, customary and reasonable reimbursement rates for this region as provided by the Health Insurance Association of America.

3.3.13 Second Opinion Examinations On Workers' Compensation Cases

The SMD shall be the case manager for long-term illness/injury cases. The SMD shall evaluate employees to determine the employee's ability to perform assigned duties and responsibilities. Such evaluations may include a review of extensive medical records from the employee's treating physician(s) and/or the workers' compensation third party administrator.

If medically indicated, the SMD may also:

- utilize routine laboratory testing (e.g., CBC, blood chemistries and urinalysis); and/or
- utilize routine diagnostic studies (e.g., EKG, pulmonary function testing and x-rays); and/or
- utilize more sophisticated (and more costly) diagnostic studies (i.e., CT imaging, MRI imaging, sonography, cardiac stress testing, EMG/nerve conduction studies, etc.); and/or
- refer the employee to other medical specialist(s) (e.g., cardiologist, orthopedist, psychiatrist, etc.) for further evaluation.

The SMD shall provide a final, comprehensive report to the DAC and the workers' compensation third party administrator that addresses:

- Planned treatment
- Percentage of current disability
- Target date for maximum recovery from this injury/illness
- Evaluation of the employee to determine the employee's ability to return to work with or without restrictions, based on an analysis of assigned job duties

3.3.13 Second Opinion Examinations On Workers' Compensation Cases (contd.)

The actual amount charged to the State for the second opinion examination on Workers' Compensation cases shall not exceed the rate authorized by WCC in the Maryland Medical Fee Schedule for the same exam, provided a rate has been established for the exam. If there is no rate established for the exam in the Fee Schedule, the actual amount charged to the State shall be within the usual, customary and reasonable reimbursement rate for this region as provided by the Health Insurance Association of America.

3.3.14 Critical Incident Response/Critical Debriefing Services For Employees & Other Individuals

Critical Incident Response/Critical Debriefing Services address situations involving serious, graphic, work-related incidents (where employees and/or private citizens are killed or seriously injured) or episodes of workplace violence. Individuals who observed or experienced these incidents are usually suffering from overt emotional trauma. The contractor shall provide professional personnel with expertise in emotional/psychological trauma and intervention that may be required to provide immediate and/or subsequent group or individual counseling, as necessary. This service shall be available 24 hours a day, seven days per week on an as-needed basis. All MTA employees who are referred to the SMD for post-accident drug and alcohol testing shall be initially assessed to determine if they are in need of critical debriefing.

The contractor will be paid the firm fixed unit price per hour as specified in its Financial Proposal for the number of hours of Critical Incident Response/Critical Debriefing Services performed and accepted by the DAC.

3.3.15 Medical Surveillance Examinations

Medical Surveillance Examinations shall be performed to assist in the early identification of illnesses or injuries that may result from working in a hazardous environment and/or from an actual workplace exposure. Employees who are suspected of or have a confirmed exposure must participate in a surveillance program as required by OSHA regulations and requirements.

In accordance with OSHA regulations, the presence of the following substances or conditions require surveillance: asbestos, benzene, chromium, coal tar pitch volatiles, ethylene oxide, formaldehyde, hazardous waste, inorganic arsenic, lead, noise and vinyl chloride.

Other chemicals/hazardous materials that are characterized as "surveillance activities" through legislation or OSHA/MOSH recommendations or guidelines include: cadmium, heavy metals, mercury, PCB's, pesticides and radiation.

3.3.15 Medical Surveillance Examinations (contd.)

The DAC will provide to the SMD any information required by OSHA, to include:

- A description of the employee's duties as they relate to exposures;
- The employee's previous, current and anticipated future levels of exposure; and
- Description of any personal protective equipment used in the performance of assigned duties.

As specified by OSHA/MOSH, the SMD shall perform medical examinations that include a detailed medical and work history with special emphasis on symptoms related to the physical or chemical hazards and the employee's ability to wear personal protective equipment. The Contractor shall complete specific questionnaires for certain surveillance examinations (i.e., asbestos, respirator use clearance) as outlined in the OSHA/MOSH regulations.

The SMD shall also ensure that all required associated studies (i.e. audiometry, spirometry, chest x-ray with or without "B" reading, blood and urine studies) are performed as part of the medical surveillance examination. Additional tests may be performed, if the SMD determines that they are medically indicated.

The SMD shall provide a written opinion to the DAC as to whether the employee has any detected medical condition that would place the employee's health at increased risk from the work environment. The report shall assess the extent of the employee's limitations as they relate to assigned duties and the employee's ability to wear a respirator, if applicable. The report shall also analyze the results of the medical examination and tests and document that the results were sent to the employee.

Once a baseline examination is performed, the SMD shall perform annual evaluations as required by OSHA regulations and/or as medically indicated.

The Contractor will be paid the firm fixed unit price per exam as specified in its Financial Proposal for each Medical Surveillance Examination performed, after the DAC receives and accepts the reports described above. If any Medical Specialist or Laboratory Services referrals are required in conjunction with a Medical Surveillance Examination, the Contractor will be paid the firm fixed unit price per hour specified in its Financial Proposal for Medical Specialist and Laboratory Services (Section 3.3.10). All of the terms and conditions specified in Section 3.3.10 shall apply to Medical Specialist and Laboratory Services required in conjunction with a Medical Surveillance Examination.

3.3.16 Bloodborne Pathogen Services

The SMD shall provide the services enumerated below in accordance with the OSHA standard specified in Code of Federal Regulations (29 CFR 1910.1030) - Attachment L. These services shall be provided to employees of the Maryland Department of Juvenile Services (DJS) at the following residential facilities, which operate 24 hours a day with staff on duty at all times:

- Baltimore City Juvenile Justice Center – 300 North Gay Street, Baltimore, MD
- J. DeWeese Carter Youth Facility – Scheeler Road, Chestertown, MD (Kent County)
- Cheltenham Youth Facility – 11001 Frank Tippet Road, Cheltenham, MD (Prince George’s County)
- Victor Cullen Center – 6000 Cullen Drive, Frederick, MD (Frederick County)
- Charles H. Hickey, Jr. School – 2400 Cub Hill Road, Baltimore, MD (Baltimore County)
- Lower Eastern Shore Children’s Center – 405 Naylor Mill Road, Salisbury, MD (Wicomico County)
- Maryland Youth Residence Center – 721 Woodbourne Avenue, Baltimore, MD
- Alfred D. Noyes Children’s Center – 9925 Blackwell Road, Rockville, MD (Montgomery County)
- William Donald Schaefer House – 907 Druid Park Lake Drive, Baltimore, MD
- Thomas J. S. Waxter Children’s Center – 375 Red Clay Road, S.W., Laurel, MD (Anne Arundel County)
- Western Maryland Children’s Center – 18420 Roxbury Road, Hagerstown, MD (Washington County)
- Youth Center Headquarters – 326-328 Queen City Drive, Cumberland, MD (Allegany County)

All of the services in Section 3.3.16 may also be required by other State agencies on an as-needed basis.

3.3.16.1 Education Services

The SMD shall conduct annual training of employees who have potential for exposure to bloodborne pathogens in the workplace. Training shall be provided in April, May and June of each contract year at each residential facility and shall be provided to employees during their assigned work shifts. Training shall be scheduled to accommodate the needs of the agency.

The training curriculum shall contain all of the components specified in the OSHA standard and shall be adapted to the educational level of the employees.

Within ten (10) working days of notice, the SMD shall train new employees who have potential for exposure to bloodborne pathogens in the workplace.

When the contract commences, the SMD shall provide to DJS the name(s) and qualifications of all trainers and a copy of the course curriculum. On each date that a training session occurs, the SMD shall provide to DJS:

- A list, by facility and date, of all employees that received training; and
- The original DJS Hepatitis B Exposure Record completed by new employees at the time of initial training

The contractor will be paid the firm fixed unit price per training session as specified in its Financial Proposal for each training session performed, after DJS receives and accepts the list of employees who were trained.

3.3.16.2 Hepatitis B Vaccinations

In accordance with the U.S. Public Health Service guidelines, the SMD shall administer Hepatitis B vaccinations to employees who have potential for exposure to bloodborne pathogens in the workplace and who agree to be vaccinated. A licensed nurse working under the supervision of a licensed physician shall administer the vaccinations.

Hepatitis B vaccinations shall be offered to new employees who have potential for exposure to bloodborne pathogens after they receive bloodborne pathogen training.

When the contract commences, the SMD shall provide to DJS the name(s) and qualifications of all staff administering vaccinations. Each time vaccinations are administered, the SMD shall provide to DJS:

- A list, by facility and date, of all employees that received vaccinations;
- The original DJS Employee Exposure Record form when employees receive an initial vaccination; and
- The original DJS declination form signed by employee(s) who decline vaccination

The actual amount charged to the State for Hepatitis B vaccinations shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule.

3.3.16.3 Testing and Counseling

As soon as possible after an incident of potential exposure occurs, the SMD shall secure consent and collect the employee's blood. The SMD shall have the blood tested for human immunodeficiency virus (HIV), Hepatitis B virus (HBV) and Hepatitis C virus (HCV) at a laboratory accredited by the College of American Pathologists, registered in accordance with the Clinical Laboratory Improvement Act and licensed by the State of Maryland.

The SMD shall advise the employee of the results of the blood test. The SMD shall also discuss the possibility of HIV, HBV and HCV infection(s) and laws and regulations concerning disclosure and infection status.

Within fifteen (15) calendar days of the evaluation, the SMD shall provide a written report to the employee and DJS indicating whether a Hepatitis B vaccination is appropriate and whether the employee received the vaccination.

When medically indicated by the U.S. Public Health Service guidelines, the SMD shall provide the employee with post-exposure prophylaxis and counseling. The SMD shall also apprise the Workers' Compensation third party administrator (currently IWIF) of any post-exposure prophylaxis and treatment.

If the employee refuses to consent to HIV testing, the SMD shall retain the blood sample for ninety (90) days to allow the employee an opportunity to reconsider.

If medically indicated, the SMD shall evaluate exposed employees for subsequent illnesses.

The actual amount charged to the State for tests for HIV, HBV and HCV shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule for such tests. The Contractor will be paid the firm fixed unit price per counseling session as specified in its Financial Proposal for each counseling session performed, after DJS receives and accepts the written report referenced above.

3.3.17 US DOT-Regulated Physical Examinations

In accordance with 49 CFR 391, as amended, the SMD shall perform US DOT-Regulated Physical Examinations on employees/applicants who are in classifications requiring them to qualify for a US DOT medical card in order to obtain and maintain their Commercial Drivers License (CDL).

The examination shall include all of the standardized medical elements required by the US DOT for CDL holders. In some situations, the US DOT physical exam serves as the pre-employment physical exam or as part of a broader pre-employment physical that evaluates medical capabilities and limitations beyond the US DOT medical qualifications standards.

3.3.17 US DOT-Regulated Physical Examinations (contd.)

The SMD shall record the results of the physical on an exam form that satisfies US DOT requirements and shall provide a copy to the employee/applicant and the DAC.

The Contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each US DOT-Regulated Physical Examination performed, after the DAC receives and accepts the exam form described above.

3.3.18 US DOT-Regulated Drug Testing

In accordance with requirements of the FAA, FHWA and FTA, the SMD shall conduct drug tests of safety sensitive employees/applicants under the following circumstances: follow-up, post-accident, pre-employment, random, reasonable suspicion and return to duty.

In accordance with 49 CFR 40.87, screening test results shall be determined positive based on the following cutoff levels (expressed in nanograms per milliliter):

	<u>Initial</u>	<u>Confirmatory</u>
Marijuana	50	15
Cocaine	300	150
Opiates	2000	
1. Codeine		2000
2. Morphine		2000
3. 6-Acetylmorphine		10*
Amphetamines	1000	
1. Amphetamine		500
2. Methamphetamine		500**
Phencyclidine	25	25

* Test for 6-AM in the specimen. This test is only conducted when specimen contains morphine at a concentration greater than or equal to 2000 ng/ml.

** Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/ml.

Drug tests shall be administered in accordance with the following regulations/guidelines:

- 14 CFR Parts 61,63, 65, 121 & 135 - FAA Substance Abuse Testing Rules, as amended
- 49 CFR Part 29 - USDOT Drug Free Workplace Act Implementation, as amended

3.3.18 US DOT-Regulated Drug Testing (contd.)

- 49 CFR Part 40 - US DOT Drug & Alcohol Testing Protocols, as amended
- 49 CFR Part 382 – FMCSA Controlled Substances & Alcohol Use & Training, as amended
- 49 CFR Part 383 - FMCSA CDL Standards, Requirements & Penalties, as amended
- 49 CFR Parts 392 – Driving of Commercial Vehicles, as amended
- 49 CFR Part 395 - Hours of Service of Drivers, as amended
- 49 CFR Part 655 - FTA's Final rule on Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operations, as amended
- MRO Manual - U.S. Department of Health & Human Services, as amended
- The SAP Guidelines, as amended

Testing Methodologies

The laboratory used for the prescribed testing shall be certified by SAMHSA to perform drug testing for Federal agencies and maintain such certification throughout the duration of the contract.

The SMD shall require that all donors present positive identification (i.e., State-issued driver's license or identification card or State employee photo identification card).

The initial screening test shall follow the current requirements for safety sensitive positions as specified in 49 CFR 40. The confirmatory test shall be Gas Chromatography-Mass Spectroscopy in compliance with federal regulations and guidelines, as amended.

The SMD shall conduct drug tests, maintain required data and prepare necessary reports on employees/applicants, in accordance with federal regulations/guidelines, as amended.

The SMD shall report all negative and positive drug tests in accordance with the guidelines established in the MRO Manual.

The SMD shall provide written results of all confirmed negative drug screens to the ATR within two (2) business days of the test. The SMD shall provide written results for all confirmed positive tests to the ATR within five (5) business days of the test.

3.3.18 US DOT-Regulated Drug Testing (contd.)

As specified in 49 CFR 40.103, as amended, the SMD shall be required to submit blind samples for drug testing.

In the event the Federal Government imposes additional requirement for drug testing, the contractor will be permitted to recoup specific additional costs associated with complying with such requirements.

The SMD shall function as the MRO in receiving and interpreting the laboratory urinalysis reports and advising agencies as to positive/negative findings, in accordance with 49 CFR, Part 40, as amended. Further guidelines are contained in the MRO Manual.

The contractor will be paid the firm fixed unit price per test specified in its Financial Proposal for each US DOT-Regulated Drug Test performed, after the ATR receives and accepts the reports described above.

3.3.19 US DOT-Regulated Alcohol Testing

In accordance with requirements of the FAA, FHWA and FTA, the SMD shall conduct alcohol tests of safety sensitive employees/applicants under the following circumstances: follow-up, post-accident, pre-employment, random, reasonable suspicion and return to duty.

Alcohol tests shall be administered in accordance with the following regulations:

- 14 CFR Parts 61,63, 65, 121 and 135 - FAA Substance Abuse Testing Rules, as amended
- 49 CFR Part 40 - US DOT Drug & Alcohol Testing Protocols, as amended
- 49 CFR Part 382 – FMCSA Controlled Substances & Alcohol Use & Training, as amended
- 49 CFR Part 383 - FMCSA CDL Standards, Requirements & Penalties, as amended
- 49 CFR Part 392 – Driving of Commercial Vehicles, as amended
- 49 CFR Part 395 - Hours of Service of Drivers, as amended
- 49 CFR Part 655 - FTA's Final Rule on Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operations, as amended

3.3.19 US DOT-Regulated Alcohol Testing (contd.)

The SMD's Breath Alcohol Technicians shall demonstrate proficiency in the operation of the Evidential Breath Testing Device (EBT) and shall ensure that all alcohol tests are appropriately administered by:

- Maintaining the integrity of the breath alcohol test;
- Carefully ensuring the privacy of the donor by conducting the test in a location that prevents unauthorized persons from observing the test or the results;
- Following the quality assurance plans for the inspection, maintenance and calibration of the EBT;
- Avoiding any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate; and,
- Immediately contacting the designated ATR for guidance when test problems occur.

Confirmed test results with a reading of 0.02 or greater shall be immediately reported to the ATR or designee.

The SMD shall provide written results of all confirmed alcohol tests to the ATR within two (2) business days of the test.

The contractor will be paid the firm fixed unit price per test specified in its Financial Proposal for each US DOT-Regulated Alcohol Test performed, after the ATR receives and accepts the reports described above.

3.3.20 US DOT-Regulated SAP Evaluations

The SMD shall perform the responsibilities of a SAP as required by US DOT regulations. A SAP shall provide a comprehensive, face-to-face assessment and clinical evaluation of an employee/applicant to determine if the individual needs assistance in resolving problems associated with alcohol and/or prohibited drug use. If the employee is found to need assistance as a result of this evaluation, the SAP recommends a course of treatment with which the individual must demonstrate successful compliance prior to returning to duty. Treatment recommendations may include, but are not limited to: inpatient and/or outpatient treatment, educational programs and aftercare. After determining an appropriate treatment recommendation, the SAP shall serve as a referral source to facilitate the individual's entry into an acceptable treatment or educational program.

Prior to the employee's return to duty, the SAP shall conduct a face-to-face follow-up evaluation to confirm that the individual has demonstrated successful compliance with the recommendations of the initial evaluation. The SAP shall also direct a follow-up testing plan for the employee returning to work following treatment. The SAP shall determine the number and frequency of unannounced follow-up tests.

3.3.20 US DOT-Regulated SAP Evaluations (contd.)

The actual amount charged to the State for SAP services shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule for the same procedures.

MDOT requires that the SMD provide the following MDOT specific services (Sections 3.3.21 and 3.3.22):

3.3.21 MDOT Physical Examinations

- FAA 2nd Class Airmen Certification Physicals (in accordance with 14 CFR, Part 67, as amended)

The contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each FAA 2nd Class Airmen Certification Physical, after the physical is performed and the results are accepted by the DAC.

- ADA Paratransit Eligibility Functional Assessments (See Attachment K)

Three different types of ADA Paratransit Eligibility Functional Assessments may be required: functional cognitive ability; orientation and mobility; and physical cognitive ability. If the MTA uses the SMD for orientation and mobility assessments, it will make its existing materials available. The firm fixed unit price per exam specified in the Contractor's Financial Proposal for ADA Paratransit Assessments shall apply to each of the three types of assessments. If more than one assessment is performed, the SMD may bill for each separate assessment performed and accepted by the DAC.

3.3.22 MDOT Substance Abuse Testing

In accordance with requirements of the MDOT, MdTA and MTA, the SMD shall conduct drug and/or alcohol tests of safety sensitive employees/applicants under the following circumstances: follow-up, post-accident, pre-employment, random, reasonable suspicion and return to duty.

The SMD shall conduct drug and/or alcohol testing on employees (promulgated under MDOT authority) when there is reasonable suspicion to believe the employee is using drugs and/or alcohol.

3.3.22 MDOT Substance Abuse Testing (contd.)

Drug Screening

For MDOT non-federal drug tests, screening test results shall be determined to be positive based on the following cutoff levels (expressed in nanograms per milliliter):

	<u>Initial</u>	<u>Confirmatory</u>
Marijuana	50	15
Cocaine	300	150
Opiates	2000	
1. Codeine		2000
2. Morphine		2000
3. 6-Acetylmorphine		10*
Amphetamines	1000	
1. Amphetamine		500
2. Methamphetamine		500**
Phencyclidine	25	25

* Test for 6-AM in the specimen. This test is only conducted when specimen contains morphine at a concentration greater than or equal to 2000 ng/ml.

** Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/ml.

For MTA Police non-federal drug tests, screening test results shall be determined to be positive based on the following cutoff levels (expressed in nanograms per milliliter):

	<u>MTA Police Pre-Employment Tests Only</u>	
	<u>Initial</u>	<u>Confirmatory</u>
Marijuana	50	15
Cocaine	300	150
Opiates	300	300
Amphetamines	1000	500
Phencyclidine	25	25
Barbiturates	300	300
Benzodiazapine	300	300

3.3.22 MDOT Substance Abuse Testing (contd.)

For MdTA Police non-federal drug tests, screening test results shall be determined to be positive based on the following cutoff levels (expressed in nanograms per milliliter):

	<u>MdTA Police</u> <u>Pre-Employment & Random Tests Only</u>	
	<u>Initial</u>	<u>Confirmatory</u>
Marijuana	50	15
Cocaine	300	150
Opiates	2000	2000
Amphetamines	1000	500
Phencyclidine	25	25
Barbiturates	300	200
Benzodiazapine	300	100

Non-federal drug tests shall be administered in accordance with the following State regulations:

- Section 17-214(d) Health-General Article, Annotated Code of Maryland (Notification Requirements for positive tests)(as amended)
- Governor's Executive Order 01.01.1991.16 – State of Maryland Substance Abuse Policy, as amended
- Section 2-103 Transportation Article, Annotated Code of Maryland (General Authority to Promulgate Rules and Regulations)
- Maryland Police and Correctional Training Commission - Title 12, Subtitle 4, Chapter 1, as amended

Testing Methodologies

Non-federal drug tests collections shall require split sample testing as specified in the federal guidelines.

The laboratory used for the prescribed testing shall be certified by SAMHSA to perform urine drug testing for Federal agencies and maintain such certification throughout the duration of the contract.

The SMD will require that all donors present positive identification (i.e., State-issued driver's license or identification card or State employee photo identification card).

3.3.22 MDOT Substance Abuse Testing (contd.)

The initial screening test shall follow the current requirements for safety sensitive positions established by MDOT and State government, as amended. The creatinine and pH levels shall comply with the criteria established in 49 CFR 40, as amended. The confirmatory test shall be Gas Chromatography-Mass Spectroscopy.

The SMD shall report all negative and positive drug tests to the designated ATR in accordance with the guidelines established in the MRO Manual.

The SMD shall provide written results of all confirmed negative drug screens to the ATR within two (2) business days of the test. The SMD shall provide written results for all confirmed positive tests to the ATR within five (5) business days of the test.

The SMD shall function as the MRO in receiving and interpreting the laboratory urinalysis reports and advising agencies as to positive/negative findings, in accordance with 49 CFR, Part 40, as amended. Further guidelines are contained in the MRO Manual.

Alcohol Testing

Non-federal alcohol tests shall be administered in accordance with the following State regulations:

- Section 17-214 - Health-General Article, Annotated Code of Maryland (Notification Requirements for positive tests)(as amended)
- Governor's Executive Order 01.01.1991.16 – State of Maryland Substance Abuse Policy (as amended)
- Section 2-103 Transportation Article, Annotated Code of Maryland (General Authority to Promulgate Rules and Regulations)
- Maryland Police and Correctional Training Commission - Title 12, Subtitle 4, Chapter 1 (as amended)

The SMD's Breath Alcohol Technicians shall demonstrate proficiency in the operation of the Evidential Breath Testing Device (EBT) and shall ensure that all alcohol tests are appropriately administered by:

- Maintaining the integrity of the breath alcohol test;
- Carefully ensuring the privacy of the donor by conducting the test in a location that prevents unauthorized persons from observing the test or the results;
- Following the quality assurance plans for the inspection, maintenance and calibration of the EBT;

3.3.22 MDOT Substance Abuse Testing (contd.)

- Avoiding any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate; and
- Immediately contacting the designated ATR for guidance when test problems occur.

Confirmed test results with a reading of 0.02 or greater shall be immediately reported to the ATR or designee.

The SMD shall provide written results of all confirmed alcohol tests to the ATR within two (2) business days of the test.

The Contractor will be paid the firm fixed unit price per test specified in its Financial Proposal for each MDOT Substance Abuse Test performed, after the ATR receives and accepts the reports described above.

3.4 GENERAL REQUIREMENTS

In regard to the provision of all required SMD services described above, the Contractor shall comply with the following requirements:

3.4.1 General

- In performing any of the services provided under this contract, the SMD shall comply with all relevant provisions of the ADA and FMLA.
- The SMD shall not provide second or third opinions when prohibited by the FMLA.
- The SMD shall **not** make employment decisions or determine whether it is possible to make a reasonable accommodation for a person with a disability. That responsibility rests with the employer. The SMD's role is limited to advising the employer about an individual's functional abilities and limitations in relation to job functions, and about the individual's ability to meet the employer's health and safety requirements.

3.4.2 Personnel

The contractor shall have sufficient personnel with all required licenses, certifications, education and experience to administer this medical program in the State of Maryland. The State shall have the right to monitor and audit all SMD qualifications.

3.4.3 Required Hours

Weekly office hours for medical examinations shall include weekend hours and provision for emergency coverage on a 24-hour per day, 7-day per week basis.

3.4.3 Required Hours (contd.)

The following services shall be available for all agencies on a 24-hour per day, 7-day per week basis, as necessary:

- Medical Advisor/Consultation Services
- Medical Specialist and Laboratory Services
- Workers' Compensation Treatment Provider
- Critical Incident Response/Critical Debriefing Services for Employees & Other Individuals
- Medical Surveillance Examinations
- US DOT-Regulated Drug Testing
- US DOT-Regulated Alcohol Testing
- MDOT Substance Abuse Testing

For State agencies that operate 24 hours a day, 7 days a week, the SMD may be required to provide the remaining 14 services (i.e., those not enumerated above) on a 24-hour per day, 7-day per week basis.

3.4.4 Facilities

The SMD shall provide adequate facilities, personnel and equipment in all areas of the State to comply with the provisions of the contract. Facilities, personnel, policies and equipment shall be in compliance with the ADA.

All examinations shall be performed at a SMD facility on a schedule convenient to the employing agency, unless the SMD and DAC agree to schedule the examination at a different location.

The Contractor shall have a service delivery site capable of providing all of the required services within a maximum of 30 minutes normal driving time of every MDOT location in Baltimore City, as enumerated in Attachment J. It is preferred that the Contractor have a service delivery site capable of providing most of the routine services required under this RFP within a maximum of one hour normal driving time of every MDOT location outside of Baltimore City, as enumerated in Attachment J.

3.4.5 Timeliness Requirements

The Contractor shall provide timely responses to State agencies on all inquiries, provide timely transmission of medical documents and render medical services as specified, or sooner on an emergency basis.

Specific time limits for the submission of reports are contained in Sections 3.3.1 (Pre-Placement Physicals), 3.3.3 (Initial Workability Examinations), 3.3.4 (Workability Examinations with Basic Diagnostics), 3.3.6 (Fitness-for-Duty/Ability-to-Work Examinations), 3.3.12 (Workers' Compensation Treatment Provider), 3.3.18 (US DOT-Regulated Drug Testing), 3.3.19 (US DOT-Regulated Alcohol Testing) and 3.3.22 (MDOT Substance Abuse Testing).

3.4.5 Timeliness Requirements (contd.)

The specific time limits for the submission of reports contained in Sections 3.3.1 (Pre-Placement Physicals), 3.3.3 (Initial Workability Examinations), 3.3.4 (Workability Examinations with Basic Diagnostics), 3.3.6 (Fitness-for-Duty/Ability-to-Work Examinations) and 3.3.12 (Workers' Compensation Treatment Provider) may be extended by the DAC should extenuating circumstances arise (e.g., additional diagnostic tests and/or medical information are deemed necessary by the SMD). In such situations, the SMD shall apprise the DAC of the extenuating circumstances and the DAC must authorize any extension of the referenced deadlines. The SMD may appeal the DAC's decision with regard to extending the deadline to the Contract Manager, who will determine the final deadline for submission of the referenced reports.

3.4.6 Records and Reports

All records related to the performance of the SMD's operations and duties as contracted with the State shall become the property of the State upon expiration/termination of this contract. Medical records (if in a format other than paper) shall be maintained in a standard format to permit easy access by the State or a different contractor if required.

The contractor shall maintain all records for a minimum of three (3) years unless advised otherwise by DBM and for longer periods of time for special cases, not to exceed five (5) years.

All records shall be subject to the Federal Privacy Act, 5 USC 552a, the ADA and other applicable Federal and State laws and regulations and shall be maintained and used with the highest regard for employee/applicant confidentiality. These documents shall **not** be released without the prior approval of designated State officials unless such release is specifically provided for herein.

If and when a different contractor is utilized, the SMD shall transfer a copy of medical records without cost, to the appropriate facility as determined by the State and in accordance with all applicable laws.

3.4.7 Printed Materials

State agencies will work with the SMD to develop and supply all necessary forms, stationery and printed materials used by the State in making referrals for the services in this contract.

3.4.8 State Personnel

Names of the DACs, ATRs and other appropriate State officials and agency billing addresses will be provided prior to the commencement of services under this contract, and changes will be provided to the contractor as necessary.

3.4.9 Right to Audit

The State shall have the right to monitor and audit all SMD operations. This includes the State's right to audit, during normal business hours, any SMD or subcontractor operation, site or office to verify that staffing levels, staff qualifications, office/site locations, office/site staffing and hours of operation, office/site medical and administrative capabilities and any other significant factors conform to the requirements of this contract and the contractor's representations/commitments in its proposal in response to this RFP.

As used in the auditing context, the term "subcontractor" does not mean a medical practitioner or facility that provides a service based on a referral from the SMD.

The State and its authorized representatives shall be authorized to examine the contractor's books, records and accounts 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 (3) years subsequent to the expiration/termination of this contract. In all situations, records shall be retained until final resolution of any audit questions or pending litigation.

The State shall have the right at any time to derive data from or inspect for audit purposes, the claim files held by the contractor. This right includes the following provisions:

- The State is authorized to visit the contractor's processing and/or storage premises and have access to all data including paper documents, microfilm, microfiche and magnetically and electronically stored data that relate to payment or nonpayment made by the contractor and charged to a State agency.
- The contractor shall allow the State or its designee full access to all claims data including paper documents, microfilm, microfiche and magnetically and electronically stored data relating to substance abuse test results and any other items needed for cost and outcome studies.
- The contractor shall assist the State by promptly providing requested data and assisting in sample surveys.

3.4.10 Billing and Payment Procedures

The referring State agency will be billed for all services associated with the referral and shall be responsible for the payment of all fees associated with those services (except in Workers' Compensation cases). Invoices shall be submitted monthly to the agency that requested/authorized the service, not later than the 15th day of the following month, and shall be segregated into the 22 service categories described in Section 3 - Scope of Work.

3.4.10 Billing and Payment Procedures (contd.)

Invoices shall be submitted electronically in a format compatible with Microsoft Excel. Each invoice shall contain:

- SMD's name, address and federal tax identification number
- invoice number and billing date
- date of service, description of services provided, unit price, number of units and total amount being charged
- each employee's name and last 4 digits of each employee's social security number
- agency name, address and DAC.

Invoices for Medical Specialist and Laboratory Services shall include detailed information about the services performed, as well as the CPT code on which the fee is based.

For Workers' Compensation cases, the SMD shall accept the rates authorized by WCC in the Maryland Medical Fee Schedule and shall submit any invoices directly to the workers' compensation third party administrator (currently IWIF).

A copy of each invoice shall also be provided to the Contract Manager electronically on a monthly basis.

All invoices must be received within 45 days of the expiration/termination of this contract. Any bill received more than 45 days after the end of the contract will not be paid.

SECTION 4 – PROPOSAL FORMAT

4.1 TWO-PART SUBMISSION

Offerors must submit proposals in two separate volumes, which will be separately evaluated:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Offerors must respond to all requirements identified in the RFP. Offerors who fail to do so will be deemed not reasonably susceptible of being selected for award.

4.2 PROPOSALS

Volume I - Technical Proposal must be sealed separately from the Volume II - Financial Proposal, but submitted simultaneously to the Procurement Officer at the address listed in Section 1.6 of this RFP.

An unbound original, so identified, four (4) paper copies and an electronic copy of each volume are to be submitted.

The electronic version of both the Volume I - Technical Proposal shall be submitted in MS Word format, and the Volume II - Financial Proposal shall be submitted in either MS Word or Excel format. Electronic media may be 3-1/2" diskette or CD and shall bear the RFP number and name, name of the Offeror, and the technical or financial volume number (Volume I is Technical or Volume II is Financial).

4.3 SUBMISSION

Each Offeror is required to submit a separate sealed package for each "Volume". Each Volume and each separately sealed package are to be labeled either "Volume I-Technical Proposal" or "Volume II-Financial Proposal".

On the outside of each sealed package, the Offeror must also include the RFP number, the name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of proposals.

All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page "x"). The final page of each Volume shall state "Final Page".

4.4 VOLUME I – TECHNICAL PROPOSAL

4.4.1 Transmittal Letter

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

4.4.2 Format of Technical Proposal

This section provides specific instructions for submission of the Offeror's Technical Proposal. Adherence to the required organization and numbering will allow State officials and the Evaluation Committee to "map" the RFP requirements directly to Offeror responses by paragraph number. In addition:

4.4.2 Format of Technical Proposal (contd.)

- The Technical Proposal shall not include any reference to prices proposed by the Offeror.
- The Technical Proposal must be organized and numbered in the same order as given in Sections 2 and 3, using the correct subsection and paragraph number for each specification. For example, Section 2.1 Para 1; Section 3.2 Para 4; etc.

4.4.2.1 Title and Table of Contents

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

4.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The summary shall identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

4.4.3 Elements of the Technical Proposal

A. Offeror Background Information and Qualifications

Offerors must demonstrate that they: (1) have extensive recent experience in providing medical director and occupational/industrial medical services for entities of comparable size and complexity to the State; (2) have appropriately licensed staff with demonstrated expertise in medical director/medical services contracts; and (3) are financially capable of administering the services required under this RFP.

In order for DBM to determine the offeror's qualification for the required service, offerors must respond to each question/requirement of Section 4.4.3 B. In their proposals, offerors should recite each question/requirement followed by the answer. Offerors should respond to each requirement even if it is covered elsewhere in the offeror's proposal.

4.4.3 Elements of the Technical Proposal (contd.)

B. Required Proposal Information

1. Provide a description of your company to include its history, organizational structure and ownership. If incorporated, the state of incorporation should be included. (Note: In order to execute a contract, an offeror must be qualified by that time to do business in Maryland.)
 - a. The organizational structure of the offeror shall include its relationship to any parent entity, sister entity, subsidiary entity or any entities which may have an interest in the DBM's medical services program.
 - b. Include an organization chart(s) which show(s) the formal relationship among parts of the entity, and the location within the organization of the unit(s) that will perform the services required under this RFP.
 - c. Also provide an organization chart showing the line and staff relationship of all medical and key administrative staff that will be assigned to this endeavor.
 - d. Project Organization
 - (1) Project Organization Chart - An integrated organization chart must be provided containing all key offeror personnel and their allocation to specific tasks.
 - (2) Key Personnel - This section should include a history and personal resumes of the principal personnel and other professionals who will either be in charge of various tasks or be contributing significant effort to the project. All personnel listed in the organization chart must be included.
 - e. Team Composition - This section should address any proposed subcontract arrangements. Offerors must identify all subcontractors, including MBE subcontractors, and the roles these subcontractors will have in the performance of the Contract. The inter-relationship of all participant entities should be included with respect to experience, capabilities, and task assignments.
2. Experience on Similar Projects
 - a. Client references (5 references), including name, address, and current phone number.

4.4.3 Elements of the Technical Proposal (contd.)

- b. Samples of studies, plans, assessments and reports, and/or other relevant documentation should be provided. Reports should represent previous work by the offeror and subcontractors most relevant to this project. Limit sample reports to no more than five (5) items and each not more than three (3) pages in length.
 - c. Summaries or brief descriptions of projects performed by the offeror and non-MBE subcontractors which are most related to requirements of this project. Limit descriptions to those most relevant to this project and those that are most representative of the team's capabilities. Provide contact person's name, title and current phone number to verify reference checks.
 3. Provide information that clearly demonstrates that the qualifications listed in Offeror's Minimum Qualifications (Section 2) have been satisfied. Provide current (actively being performed as of the submission date of the proposal) and/or recent (expired/terminated within 5 years of the submission date of the proposal) previous contracts, presenting details as to experience in providing the same or similar services to other organizations, firms, agencies or governmental units. Provide when the service was performed, the size of the population served, and the name, address and phone number of a knowledgeable person at each entity who can be contacted regarding the contract.
 4.
 - a. Provide audited financial statements for each of the last three years. These financial statements should include a current balance sheet, a certified financial statement or equivalent information that includes the financial position of the offeror. Other official documents which address the offeror's financial solvency, line of credit certification(s) from the financial entity(ies) extending the credit, or Dun and Bradstreet or similar financial rating service may be submitted instead of audited financial statements for privately held entities.
 - b. Most Recent Financial Statements – Financial statements should reflect the offeror's most recently completed business year. In lieu of a financial statement, the offeror may submit the most recent financial report prepared by a certified public accounting firm. The statement from the certified public accounting firm must provide sufficient detail to verify that the Offeror is a viable provider and is financially solvent.
 5. Technical Approach -- Description of the methodology proposed to accomplish each specific task. Sufficient detail must be provided to further show the geography (sites) and hours of medical service provided. Describe the capability and methodology to perform the work required under this contract. Include a detailed description of examination and fitness testing methods. Also include a description of the approach for the supervision of all required services.

4.4.3 Elements of the Technical Proposal (contd.)

Clearly describe the procedure(s) DACs must follow to obtain each of the services to be performed under the contract that results from this RFP. Also, provide typical time frames to obtain all such services. Demonstrate that these time frames are within the limits contained in Section 3 of this RFP.

6. Provide resumes and other qualifications that may serve to distinguish the abilities, job descriptions, specific roles, responsibilities, labor category and hourly rate of pay or other basis of compensation for all medical and key administrative (non-physician) staff that will be assigned to this project. Clearly show that the requirements of Offeror's Staff (Section 2.2.) concerning key staff experience have been met.

The offeror must include the experience of physician(s) in pre-placement physicals and occupational medicine (provide names, resumes, curriculum vitae, etc.). In order to be further considered for the award of a contract under this RFP, the offeror or designated medical specialist(s) must be judged to be sufficiently expert in the field of industrial medicine or the pertinent medical specialty.

7. Should DBM or any State agency be challenged as to the validity of its requirements, the offeror or designated medical specialist must be able to substantially assist in the defense against these challenges. Accordingly, for the offeror and other staff who would most likely participate in a legal defense, provide a list of all cases in which the individual has testified, either through deposition or at a trial, the party for whom the individual testified, and whether the individual was qualified by the court to testify as an expert witness.
8. The offeror must provide information on the offeror's testing laboratories, their locations and relevant certifications held.
9. Sites/Offices/Equipment - The offeror shall include information pertinent to the location, staffing, hours of operation, types of services/procedures that can/will be performed at such sites/offices, and the types and condition of any specialized medical equipment that will be used for the performance of this contract.

Regarding the location of each office/site, identify the ease of access by both private vehicle and by public transportation and the availability of parking facilities. Also describe the physical condition and amenities of each office/site. DBM reserves the right to perform a site visit to any or all offices/sites from which the offeror proposes to deliver services to verify the information contained in the offeror's proposal.

4.4.3 Elements of the Technical Proposal (contd.)

For each office/site, clearly identify whether it is operated/staffed by the offeror, a sub-contractor, or a combination. Provide a breakdown [offeror or subcontractor(s)] of the staffing and available services for combination sites. In any situation where services will routinely be provided by a sub-contractor or vendor other than the offeror, include a definitive agreement/commitment from the sub-contractor or other vendor to make such services available as described by the offeror.

10. Quality Control -- The offeror shall include a description of its Quality Assurance/Quality Control (QA/QC) organization, including the number of personnel assigned to this activity. The information provided in this subsection should also include the offeror's proposed approach to maintain appropriate QA/QC at all times.
11. A statement that the offeror will comply with Right to Audit requirements (see Section 3.4.9) shall be provided.
12. Subcontractors -- Provide the same information as requested in requirements 1 through 11 above, for each subcontractor that the offeror proposes to perform any of the functions under this contract
13. State Support Functions -- Provide a list of anything you expect DBM or State agencies to do or provide in support of the administrative or any technical aspects of your proposal. (The inclusion of such expectations does not obligate DBM or any State agency to actually provide the described support function.)
14. A general description of how the Offeror's performance of this Contract will benefit Maryland, with specific commitments of personnel and resources in the Contract proposal response. Do not include any detail of the financial proposal with this technical information.

NOTE: Because there is no guarantee of any level of usage under this contract, in providing the information required in this section, the Offeror should state its level of commitment per \$100,000 of contract value. In other words, for each \$100,000 of contract value, state how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

4.4.3 Elements of the Technical Proposal (contd.)

Describe the following:

- The benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. Do not include any detail of the Financial Proposals with this technical information:
 - The estimated percentage of Contract dollars to be recycled into Maryland's economy, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
 - The estimated number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
 - Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
 - The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- In addition to the factors listed above, the Offeror should explain any other economic benefit to the State that would result from the Offeror's proposal.

4.4.4 Required Submissions

Offerors must submit the following items with the original Technical Proposal:

1. A completed Bid/Proposal Affidavit (Attachment B)
2. A completed Certified MBE Utilization & Fair Solicitation Affidavit (Attachment D-1)
3. A completed MBE Participation Schedule (Attachment D-2)

4.5 VOLUME II - FINANCIAL PROPOSAL

- 4.5.1** Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, four (4) copies, and an electronic version in MS Word or MS Excel of the Financial Proposal. The Financial Proposal must contain all price information in the format specified on the Financial Proposal Form F-1, contained in Attachment F. The Financial Proposal Form F-1 must be submitted and completely filled in (no blanks or omissions) and must be signed by an individual who is authorized to commit the Offeror to the prices, services and requirements as stated in this RFP.
- 4.5.2** In order to assist Offerors in the preparation of their Financial Proposals, we have prepared Attachment F-Financial Proposal Instructions and Forms. Offerors must submit their Financial Proposal on these forms in accordance with the instructions on the forms and as specified herein.
- 4.5.3** Nothing shall be entered on the Financial Proposal Forms that alters or proposes conditions or contingencies on the proposed prices or offer.
- 4.5.4** All Unit Prices must be clearly typed or written in dollars and cents, e.g. \$24.15; All Unit Prices must be the actual price the State will pay.
- 4.5.5** The unit prices per examination, session, test and hour listed on Attachment F will be firm fixed unit prices.

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 EVALUATION CRITERIA

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. Technical merit shall have greater weight than price.

5.2 TECHNICAL CRITERIA

The criteria to be applied to each Technical Proposal are listed in descending order of importance:

5.2 Technical Criteria (contd.)

5.2.1 The qualifications of professional medical staff (i.e., SMD/MRO/SAP, etc.).

- The number and distribution of professional staff qualified/certified to serve as the SMD/MRO/SAP;
- The extent of each qualified/certified professional's demonstrated knowledge and experience in performing the functions for which they are certified (i.e., SMD, MRO, SAP);
- The adequacy of each professional's qualifications with regard to the potential for providing testimony on behalf of the State as an expert witness in a given area, i.e., occupational medicine, substance abuse, etc.

5.2.2 The overall adequacy of service locations throughout the State.

- The number, location and condition of offices/sites (dispersion, ease of access by both private vehicle and public transportation, ease of parking);
- The services and amenities available at each facility;
- The ability to provide services within a 30-minute, normal driving time of MDOT locations in Baltimore City and within one hour, normal driving time of all other MDOT locations (see Attachment J).

5.2.3 The demonstrated availability for emergency situations; ability to provide services 7 days per week, 24 hours per day.

5.2.4 Other aspects of the offeror's detailed work plan:

- The days and hours of operation/availability for routine examinations and services;
- The ease with which DACs are able to make appointments and obtain services from both an elapsed time standpoint (time between seeking an appointment/service and receiving it) and the specific procedure(s) for doing so;
- The ability of offeror to provide required reports on a timely basis in the manner and format requested;
- The ability of offeror to meet the requirements for billing format and content.

5.2 Technical Criteria (contd.)

- 5.2.5** The quality of the offeror's response to all other requirements set forth in Section 3, Scope of Work, and Section 2, Offeror's Minimum Qualifications. Evaluation will include adequacy of the qualifications and relevant experience of other key personnel.
- 5.2.6** The offeror's demonstrated ability to meet the requirements for critical incident response/critical debriefing services as detailed in Item 3.3.14.
- 5.2.7** The potential economic benefits of the contract to the economy of the State of Maryland.

5.3 FINANCIAL CRITERIA

All qualified Offerors will be ranked from the lowest (best price) to the highest price, based on the "Estimated Total 5-Year Contract Price" as specified on the Financial Proposal Form (Attachment F-1).

5.4 RECIPROCAL PREFERENCE

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

5.5 SELECTION PROCEDURES

5.5.1 General Selection Process

- The Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

5.5 Selection Procedures (contd.)

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

5.5.2 Award Determination

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

ATTACHMENTS

ATTACHMENT A - Contract. It must be completed, signed, and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award.

ATTACHMENT B - Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's Technical Proposal.

ATTACHMENT C - Contract Affidavit. It must be completed by the selected Offeror and submitted to the Procurement Officer within 5 working days after notification of proposed contract award.

ATTACHMENT D – MBE Instructions/Forms (REVISED 10/1/2004)

ATTACHMENT E - Pre-Proposal Conference Response Form

ATTACHMENT F - Financial Proposal Instructions and Forms. Form F-1 is to be completed by the Offeror and comprises the Offeror's Volume II – Financial Proposal.

ATTACHMENT G – Vendor Electronic Funds Transfer Registration

ATTACHMENT H – COMAR 17.04.09 – Testing for Illegal Use of Drugs

ATTACHMENT I – Estimated State Employee Distribution by County

ATTACHMENT J – MDOT Work Site Locations

ATTACHMENT K – ADA Paratransit Eligibility

ATTACHMENT L – OSHA Standard for Bloodborne Pathogens-Code of Federal Regulations (29 CFR 1910.1030)

ATTACHMENT A - Contract

THIS CONTRACT is made this _____ day of _____, 2005, by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET & MANAGEMENT**.

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

1. Definitions

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

- 1.1** “Contract Manager” means Margaret Embardino of the Department of Budget and Management.
- 1.2** “Contractor” means _____, whose principal business address is _____ and whose principal office in Maryland is located at _____.
- 1.3** “Department” or “DBM” means the Department of Budget and Management
- 1.4** “Financial Proposal” means the Contractor’s Financial Proposal, dated _____.
- 1.5** “Procurement Officer” means Robert W. Howells of the Department.
- 1.6** “RFP” means the Request for Proposals for SMD and Occupational Medical Services for Maryland State Agencies, Project No. F10R5200145 dated February 15, 2005.
- 1.8** “State” means the State of Maryland.
- 1.9** “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

- 2.1** The Contractor shall provide the services as outlined within the Scope of Work- Section 3, of the RFP #F10R5200145.

These services shall be provided in accordance with this 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:

ATTACHMENT A - Contract (contd.)

Exhibit A – RFP – Project No. F10R5200145.

Exhibit B – Contractor’s Technical Proposal, dated _____.

Exhibit C – Contractor’s Financial Proposal, dated _____.

Exhibit D – Contractor’s signed Contract Affidavit, dated _____.

- 2.2** The Procurement Officer may, at any time, by written order, make changes in the work within the general scope stated in Section 3. 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 30 days after receipt of the 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, Section 11 below. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance

Unless this Contract is terminated earlier in accordance with its terms, the Contractor shall provide the services described in Section 3 during a base term of approximately five (5) years, commencing on the date that the State executes the Contract and terminating on May 31, 2010. The Contractor shall begin providing services upon receipt of a Notice to Proceed from the Contract Manager.

4. Consideration and Payment

- 4.1** In consideration of satisfactory performance of the requirements of this Contract, the State shall pay the Contractor in accordance with the rates established in Exhibit C, in no event to exceed \$_____ without the express written approval of the Procurement Officer and subject to any other State approval requirements. The Contractor shall notify the Contract Manager, in writing, at least sixty (60) days before payments reach the specified amount.
- 4.2** Payments shall be made to the Contractor, following the State’s acceptance of the work, no later than 30 days after the State receives an invoice from the Contractor, and pursuant to the conditions outlined in this Section. 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 referring agency with a copy to the Contract Manager.

ATTACHMENT A - Contract (contd.)

- 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 the Contractor meets performance standards established by the Procurement Officer.
- 4.4** At least fifteen (15) days prior to the contract anniversary date, and as provided within the RFP, the Contractor may submit a request to adjust the contract services rates then in effect. Any such adjustment shall be based upon a change in the Consumer price Index (CPI), as described in Section 1.5.2 of the RFP.
- 4.5** Electronic funds transfer will be used by the State to pay Contractor under this Contract, and for any other State payments due to the Contractor, unless the State Comptroller's Office grants the Contractor an exemption.

5. Rights to Records

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

ATTACHMENT A - Contract (contd.)

6. Patents, Copyrights, Intellectual Property

- 6.1** If the Contractor furnishes any design, device, material, process, or other item, that is covered by a patent or copyright or that is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item.
- 6.2** The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at the Contractor's expense and will pay all damages, costs, and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows the Contractor to control, and cooperates with the Contractor in, the defense and any related settlement negotiations. The obligations of this Section 6.2 are in addition to those stated in Section 6.3 below.
- 6.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item; b) replace the product with a non-infringing product substantially complying with the item's specifications; or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

7. Confidentiality

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

ATTACHMENT A - Contract (contd.)

8. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up and recoverable by the Contractor.

9. Indemnification

9.1 The Contractor shall indemnify the State 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.

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

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

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

10. Non-Hiring of Employees

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

ATTACHMENT A - Contract (contd.)

11. Disputes

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

12. Maryland Law

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

13. Nondiscrimination in Employment

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

14. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency 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, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

ATTACHMENT A - Contract (contd.)

15. Non-Availability of Funding

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

16. Termination for Cause

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

17. Termination for Convenience

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

ATTACHMENT A - Contract (contd.)

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

19. Suspension of Work

The Procurement Officer 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.

20. Pre-Existing Regulations

In accordance with 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.

21. Financial Disclosure

The Contractor shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days after 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.

ATTACHMENT A - Contract (contd.)

22. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 to 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.

23. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State under this Contract or until the expiration of 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.

24. Warranties

The Contractor hereby represents and warrants that:

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

ATTACHMENT A - Contract (contd.)

25. 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 the Contractor's offer.

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 that, as of the date of its offer, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 25 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 any subcontractor or assignee.

27. Liquidated Damages

Time is an essential element of this Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work remains uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages. The Contractor shall deliver to each DAC the results of the services requested within the time specified in Section 3, Scope of Work, of this RFP. **Failure to comply will result in liquidated damages of \$155.00 per day per employee.**

The employee is the employee who is referred for an examination or evaluation. As determined by the DAC and/or the Contract Manager, the DAC will deduct \$155.00 per day from the amount charged by the Contractor each time the final written report is not received within the time specified in the RFP. The amount will be deducted each day until the report is received. Financial damages will be deducted from the Contractor's bill for services provided on the subsequent month's payment.

The imposition of financial damages begins on the date (as determined by the DAC and/or Contract Manager) when the Contractor has all of the information and documentation deemed necessary to make a determination, but the Contractor is late in delivering a final written report. Allowances will be made for Acts of God and forces majeure (i.e., electrical outages, weather emergencies) that are truly beyond the Contractor's control, as determined by the DAC and/or the Contract Manager.

ATTACHMENT A - Contract (contd.)

Time is computed in accordance with Article 1, §36 of the Annotated Code of Maryland. For the purposes of this contract, the time period ends at 5:00 p.m. (the close of business) on the fifth working day after the service is provided.

28. Administrative

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

28.2 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: Margaret Embardino, Contract Manager (per RFP 1.7)
DBM
Medical Services Unit
301 W. Preston Street, Room 508
Baltimore, MD 21201
Office: 410-767-4483
Fax: 410-333-5440
E-mail: membardi@dbm.state.md.us

If to the Contractor: _____

ATTACHMENT A - Contract (contd.)

IN WITNESS HEREOF, the parties have executed this Contract as of the date set forth at the top of the first page hereof.

CONTRACTOR

By (Printed or typed name & title)

Date

MARYLAND DEPARTMENT OF BUDGET & MANAGEMENT

By: Cecilia Januskiewicz
Deputy Secretary

Date

Approved for form and legal sufficiency this _____ day of _____, 2005.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item # _____)

ATTACHMENT B – Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]

and the duly authorized representative of [business] _____

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

B. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), 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]:

ATTACHMENT B – Bid/Proposal Affidavit (contd.)

C. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (b) been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) 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;
 - (d) 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;
 - (e) 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 (a), (b), (c), or (d) above;
 - (f) 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;
 - (g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate 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 the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:
-
-

ATTACHMENT B – Bid/Proposal Affidavit (contd.)

D. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and 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 [indicate the reason(s) why the affirmations cannot be given without qualification]:

ATTACHMENT B – Bid/Proposal Affidavit (contd.)

F. 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.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

ATTACHMENT B – Bid/Proposal Affidavit (contd.)

H. 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.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

ATTACHMENT B – Bid/Proposal Affidavit (contd.)

- (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 § 2(b), above;
 - (h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the Contract Officer within 10 days after receiving notice under ' 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.
3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
4. I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

ATTACHMENT B – Bid/Proposal Affidavit (contd.)

K. 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:

Name: _____

Address: _____

[If not applicable, so state].

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.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

ATTACHMENT B – Bid/Proposal Affidavit (contd.)

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals 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.

ATTACHMENT C – Contract Affidavit (contd.)

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

DATE: _____

BY: _____
(Signature)

(Authorized Representative and Affidavit)

ATTACHMENT D-MBE Instructions/Forms

State of Maryland
DBM
MBE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the MBE goal stated in the RFP. MBE performance must be in accordance with this Exhibit, as authorized by COMAR 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

- An MBE subcontract participation goal of **15** percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified MBEs

OR

- An overall MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:
- A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified MBEs classified as women-owned businesses.
 - A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified MBEs classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified MBEs as specified.

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

ATTACHMENT D-MBE Instructions/Forms (contd.)

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of MBE participation as stated in the solicitation, by identifying the specific commitment of certified MBE at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

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

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:
 - (1) Outreach Efforts Compliance Statement (Attachment D-3)
 - (2) Subcontractor Project Participation Statement (Attachment D-4)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

ATTACHMENT D-MBE Instructions/Forms (contd.)

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

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

Attachments

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

Attachment D-1

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION

AFFIDAVIT

***** *EFFECTIVE OCTOBER 1, 2004* *****

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

In conjunction with the bid or offer submitted in response to Solicitation No. F10R5200145, I affirm the following:

1. I acknowledge the overall certified MBE participation goal of 15% percent and, if specified in the solicitation subgoals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

ATTACHMENT D-1 (CONTD.)

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

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment D-2

MBE Participation Schedule

***** *EFFECTIVE OCTOBER 1, 2004* *****

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

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ %

TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

Attachment D-2

MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

Attachment D-3

Attachment D-3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. F10R5200145, I state the following:

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

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

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

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

- This project does not involve bonding requirements.

5. Bidder/Offeror did/did not attend the pre-bid/proposal conference
 No pre-bid/proposal conference was held.

_____ By: _____
Bidder/Offeror Name

_____ Name, Title

_____ Date

Attachment D-4

Subcontractor Project Participation Statement

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

Provided that _____ is awarded the State contract in
conjunction with Solicitation No. F10R5200145, it and _____,
MDOT Certification No. _____, intend to enter into a contract by which

Subcontractor shall:
(describe work) _____

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

By: _____
Name, Title

Date

Subcontractor Signature

By: _____
Name, Title

Date

ATTACHMENT E – Pre-Proposal Conference Response Form

Project Title: SMD and Occupational Medical Services for Maryland State Agencies

Project No. F10R5200145

A Pre-Proposal Conference will be held at **10:00 AM (Local Time), on February 24, 2005**, at
Department of Health & Mental Hygiene Headquarters
The O’Conor Building, Lobby Level
201 W. Preston Street – Room L-1
Baltimore MD 21201

For directions to the meeting site, you may contact Robert W. Howells at 410-260-7747.

Please return this form by February 22, 2005 advising whether or not you plan to attend.

Return this form via e-mail or fax to the Procurement Officer:

Robert W. Howells
Fax: (410) 974-3274
e-mail: rhowells@dbm.state.md.us

Please indicate:

_____ **Yes, the following representatives will be in attendance:**

- 1.
- 2.
- 3.
- 4.

_____ **No, we will not be in attendance.**

Company/Firm/Vendor Name

Telephone

Signature

Name/Title

ATTACHMENT F
FINANCIAL PROPOSAL INSTRUCTIONS & FORMS
SMD AND OCCUPATIONAL MEDICAL SERVICES FOR
MARYLAND STATE AGENCIES

The unit Prices (per Exam, Session, Test and Hour, as applicable) shall be recorded in dollars and cents on the Financial Proposal Form F-1, and are the actual prices the State will pay for services.

The unit Prices per Exam, Session, Test and Hour entered on the Financial Proposal Form F-1 are to be fully-loaded prices that include all costs/expenses associated with the provision of services as required by this RFP. The Proposed Prices shall include, but are not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the RFP specifications. No other amounts will be paid to the Contractor.

The “Estimated Total 5-Year Contract Price” specified on the Financial Proposal Form F-1 will be used for comparison among offerors and will be the Financial “Basis of Award”

The “Estimated Total 5-Year Contract Price” specified on the Financial Proposal Form F-1 is based on model quantities for the “Estimated # of Units per Month” (either # of Exams, Sessions, Tests or Hours, as applicable) and will be used solely for price evaluation, comparison and selection for recommendation for award. The quantities indicated for “Estimated # of Units per Month” are not a guarantee of any minimum or maximum amount of examinations, sessions, tests or hours under this contract and may change at any time during the term of the contract. Upon commencement of the Contract, the actual amount to be paid to the Contractor shall be calculated using the Firm Fixed Unit Prices (Price per Exam, Session, Test and Hour) specified on the Financial Proposal Form F-1 and the actual number of Exams, Sessions, Tests and Hours authorized and accepted by the agency for the categories of services specified.

ATTACHMENT F-1; FINANCIAL PROPOSAL FORM (Unit Prices For Contract Year #1 2005-2006)

REQUIRED SERVICE	ESTIMATED # OF UNITS PER MONTH (Exams, Sessions, Tests or Hours)	X	PRICE PER EXAM, SESSION, TEST or HOUR (As Applicable)	=	ESTIMATED PRICE PER MONTH
3.3.1. Pre-Placement Physicals for Employees/Applicants	20 Exams	X	\$ _____ PER EXAM	=	\$ _____
3.3.2. Standard Psychological Evaluations of Employees/Applicants	5 Exams	X	\$ _____ PER EXAM	=	\$ _____
3.3.3. Initial Workability Examinations	47 Exams	X	\$ _____ PER EXAM	=	\$ _____
3.3.4. Workability Examinations with Basic Diagnostics	10 Exams	X	\$ _____ PER EXAM	=	\$ _____
3.3.5. Follow-Up Workability Examinations	45 Exams	X	\$ _____ PER EXAM	=	\$ _____
3.3.6. Fitness-for-Duty/Ability-to-Work Examinations	30 Exams	X	\$ _____ PER EXAM	=	\$ _____
3.3.7. Substance Abuse MRO Services	4 Hours	X	\$ _____ PER HOUR	=	\$ _____
3.3.8. Medical Advisor/Consultation Services	13 Hours	X	\$ _____ PER HOUR	=	\$ _____
3.3.9. Testimony and Preparation	1 Hour	X	\$ _____ PER HOUR	=	\$ _____
3.3.10. Medical Specialist and Laboratory Services	16 Hours	X	\$ _____ PER HOUR	=	\$ _____
3.3.11. Health Benefits Review Committee Services	3 Hours	X	\$ _____ PER HOUR	=	\$ _____
3.3.14. Critical Incident Response/Debriefing for Employees & Others	1 Hour	X	\$ _____ PER HOUR	=	\$ _____
3.3.15. Medical Surveillance Examinations	15 Exams	X	\$ _____ PER EXAM	=	\$ _____
3.3.16. Bloodborne Pathogen Services					
3.3.16.1 Education Services	30 Training Sessions	X	\$ _____ PER SESSION	=	\$ _____
3.3.16.3 Testing and Counseling	3 Counseling Sessions	X	\$ _____ PER SESSION	=	\$ _____
3.3.17. US DOT-Regulated Physical Examinations	250 Exams	X	\$ _____ PER EXAM	=	\$ _____

3.3.18. US DOT-Regulated Drug Testing	380 Tests	X	\$ _____ PER TEST	=	\$ _____
3.3.19. US DOT-Regulated Alcohol Testing	135 Tests	X	\$ _____ PER TEST	=	\$ _____
3.3.21. MDOT Physical Examinations (MDOT Specific Service)					
3.3.21 a) FAA 2nd Class Airmen Certification Physicals	1 Exam	X	\$ _____ PER EXAM	=	\$ _____
3.3.21 b) ADA Paratransit Eligibility Functional Assessments	5 Exams	X	\$ _____ PER EXAM	=	\$ _____
3.3.22. MDOT Substance Abuse Testing (MDOT Specific Service)					
3.3.22 a) MDOT Drug Testing	75 Tests	X	\$ _____ PER TEST	=	\$ _____
3.3.22 b) MDOT Alcohol Testing	75 Tests	X	\$ _____ PER TEST	=	\$ _____
ESTIMATED TOTAL PRICE-PER MONTH (A)					\$ _____

ESTIMATED TOTAL ANNUAL PRICE = “ESTIMATED TOTAL PRICE PER MONTH” (FROM LINE “A” ABOVE) x 12 months = \$ _____ **(B)**

ESTIMATED TOTAL 5-YEAR CONTRACT PRICE = “ESTIMATED TOTAL ANNUAL PRICE” (FROM LINE “B” ABOVE) x 5 Yrs = \$ _____ **(BASIS OF AWARD)**

Authorized Signature

Offeror Company Name

Printed Name and Title

Offeror’s Address

Phone Number

Offeror’s SSN or Tax ID #

ATTACHMENT G— Vendor Electronic Funds Transfer (EFT) Registration

State of Maryland Comptroller of Maryland Vendor EFT Registration Request Form

Date of request _____

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

Business name _____

Address line 1 _____

Address line 2 _____

City _____

State _____

Zip code:

Business taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

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

Financial institution information:

Name and address _____

Contact name and phone number (include area code) _____

ABA number:

Account number:

Account type: Checking Money Market

A VOIDED CHECK from the bank account must be attached.

**ATTACHMENT G— Vendor Electronic Funds Transfer (EFT) Registration
(contd.)**

Transaction requested:

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

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

**ATTACHMENT H
COMAR 17.04.09 TESTING FOR ILLEGAL USE OF DRUGS**

(NOTE: DOES NOT APPLY TO MDOT)

Not available in electronic format with this solicitation

Hardcopy may be obtained by contacting the Procurement Officer:

Robert W. Howells
DBM
Procurement Unit/ Room #111
45 Calvert Street
Annapolis, Maryland 21401
Telephone #: 410-260-7747
Fax #: 410-974-3274
E-mail: rhowells@dbm.state.md.us

Or, can be viewed and accessed at URL:

**State of Maryland Website, Division of State Documents in the Office of the
Secretary of State <http://www.dsd.state.md.us>**

ATTACHMENT I

ESTIMATED STATE EMPLOYEE DISTRIBUTION BY COUNTY

COUNTY	NO. OF POSITIONS	COUNTY	NO. OF POSITIONS
Allegany County	1,841	Howard County	1,757
Anne Arundel County	8,987	Kent County	343
Baltimore City	19,206	Montgomery County	890
Baltimore County	5,064	Prince George's County	1,826
Calvert County	326	Queen Anne's County	400
Caroline County	281	St. Mary's County	407
Carroll County	1,385	Somerset County	1,093
Cecil County	485	Talbot County	349
Charles County	554	Washington County	2,940
Dorchester County	519	Washington, D.C.	44
Frederick County	875	Wicomico County	1,199
Garrett County	366	Worcester County	442
Harford County	688		

TOTAL: 52,267

ATTACHMENT J

MDOT WORK SITE LOCATIONS - INSIDE BALTIMORE CITY

Baltimore City Vehicle Inspection Office
1411 South Edgewood Street
Baltimore MD 21205

MD Transit Administration
344 West North Avenue
Baltimore MD 21217

Baltimore City Vehicle Inspection Office
5900 Erdman Avenue
Baltimore MD 21205

MD Transit Administration
2226 Kirk Avenue
Baltimore MD 21218

Baltimore City MVA Office
2500 Gwynns Falls Parkway
Baltimore MD 21216

MD Transit Administration
4401 Mount Hope Drive
Baltimore MD 21215

Charles Center MVA Office
1 Charles Center Metro
Baltimore MD 21202

MD Transit Administration
5801 Wabash Avenue
Baltimore MD 21215

MD Port Administration
The World Trade Center
Baltimore MD 21202

MD Transit Administration
6 Saint Paul Street
Baltimore MD 21202

MD Port Administration
Maritime Center
2310 Broening Highway
Baltimore MD 21224

MD Transit Administration
OCC Building
301 North Eutaw Street
Baltimore MD 21201

MD Port Administration
Vessel Operations
1910 South Clinton Street
Baltimore MD 21224

MD Transportation Authority
Baltimore Harbor Tunnel
1200 Frankfurst Avenue
Baltimore MD 21225

MD Port Administration
Marine Terminals (Dundalk & Seagirt)
2700 Broening Highway
Baltimore MD 21222

MD Transportation Authority
Fort McHenry Tunnel
3990 Leland Avenue
Baltimore MD 21225

MD Port Administration
Locust Point Marine Terminal
143 Wallace Street
Baltimore MD 21230

MD Transportation Authority Police
4330 Broening Highway
Baltimore MD 21222

MD Transit Administration
1515 Washington Blvd.
Baltimore MD 21230

State Highway Administration
707 North Calvert Street
Baltimore MD 21202

ATTACHMENT J (contd.)

MDOT WORK SITE LOCATIONS - INSIDE BALTIMORE CITY (Continued)

MD Transit Administration
201 S. Oldham Street
Baltimore MD 21224

MDOT WORK SITE LOCATIONS - OUTSIDE BALTIMORE CITY

Annapolis MVA Office
160 Harry S. Truman Parkway
Annapolis MD 21401

PG County Vehicle Inspection Office
7401 Jefferson Avenue
Landover MD 20785

Anne Arundel County Vehicle Inspection Office
721 Ordnance Road
Baltimore MD 21226

PG County Vehicle Inspection Office
7213 Old Alexandria Ferry Road
Clinton MD 20735

Anne Arundel County Vehicle Inspection Office
189 Defense Highway
Annapolis MD 21401

Salisbury MVA Office
251 Tilghman Road
Salisbury MD 21801

Baltimore County Vehicle Inspection Office
111510 Cronridge Drive
Owings Mills MD 21117

SHA Annapolis Office
138 Defense Highway
Annapolis MD 21401

Belair MVA Office
501 West MacPhail Road
Belair MD 21014

SHA Cambridge Shop
750 Handley Road
Cambridge MD 21613

Beltsville MVA Office
11760 Baltimore Avenue
Beltsville MD 20705

SHA Centerville Shop
111 Safety Drive
Centerville MD 21617

Calvert County Vehicle Inspection Office
1035 Theater Drive
Prince Frederick MD 20678

SHA Chesterstown Shop
615 Morgnec Road - PO Box 299
Chestertown MD 21620

Carroll County Vehicle Inspection Office
50 Alleron Court
Westminster MD 21157

SHA Churchville Shop
3050 Churchville Road
Churchville MD 21028

ATTACHMENT J (contd.)

MDOT WORK SITE LOCATIONS - OUTSIDE BALTIMORE CITY

Cecil County Vehicle Inspection Office
1644 Pulaski Highway
Elkton MD 21921

SHA Dayton Shop
Maryland Route 32
Dayton MD 21036

Charles County Vehicle Inspection Office
28 Henry Ford Circle
Waldorf MD 20601

SHA Denton Shop
508 Caroline Street
Denton MD 21629

Chesapeake City MVA Office
2581 Augustine Herman Highway
Chesapeake City MD 21915

SHA District Office
9300 Kenilworth Avenue
Greenbelt MD 20770

Columbia MVA Office
6490 Dobbin Road
Columbia MD 21045

SHA District Office
2323 W. Joppa Road
Brooklandville MD 21022

Cumberland MVA Office
13300 Winchester Road, SW
Cumberland MD 21502

SHA Easton Shop
8265 Ocean Gateway
Easton MD 21601

Easton MVA Office
9018 Centerville Road
Easton MD 21601

SHA Elkton Shop
2024 E. Old Philadelphia Road
Elkton MD 21921

Essex MVA Office
1338 Eastern Boulevard
Baltimore MD 21221

SHA Fairland Shop
12020 Plum Orchard Road
Silver Spring MD 20904

Frederick County Vehicle Inspection Office
1506 Tilco Drive
Frederick MD 21701

SHA Frederick Shop
5111 Buckeystown Pike
Frederick MD 21701

Frederick MVA Office
1601 Bowmans Farm Road
Frederick MD 21701

SHA Gaithersburg Shop
502 Quince Orchard
Gaithersburg MD 20760

Gaithersburg MVA Office
15 Metropolitan Grove Road
Gaithersburg MD 20878

SHA Glen Burnie Shop
Stewart Avenue
Glen Burnie MD 21061

Glenmont MVA Office
12335 D+C Georgia Avenue
Silver Spring MD 20906

SHA Golden Ring Shop
8375 Pulaski Highway
Rosedale MD 21237

ATTACHMENT J (contd.)

MDOT WORK SITE LOCATIONS - OUTSIDE BALTIMORE CITY

Hagerstown MVA Office
18306 Col. Henry K. Douglass Drive
Hagerstown MD 21740

SHA Hagerstown Shop
18320 Col. Henry Douglass Drive
Hagerstown MD 21740

Harford County Vehicle Inspection Office
1631 Robin Circle
Hickory MD 21050

SHA Hereford Shop
306 Mount Carmel Road
Parkton MD 21120

Howard County Vehicle Inspection Office
6340 Woodside Court
Columbia MD 21048

SHA Keyser's Ridge Shop
3876 National Pike
Accident MD 21520

Landover MVA Office
2103 Brightseat Road
Landover MD 20785

SHA LaPlata Shop
Washington Avenue
LaPlata MD 20646

Largo MVA Office
10251 Central Avenue
Upper Marlboro MD 20771

SHA Laurel Shop
Talbot Avenue & Second Street
Laurel MD 20810

Loveville MVA Office
Route 5 @ Sunnyside Road
Leonardtown MD 20650

SHA LaVale Shop
1221 West Braddock Road
LaVale MD 21504

Martin State Airport
Box #1 - 701 Wilson Point Road
Middle River MD 21220

SHA Leonardtown Shop
26720 Point Lookout Road
Leonardtown MD 20650

MD Aviation Administration
P. O. Box 8766
Third Floor - Terminal Building
BWI Airport MD 21240

SHA Owings Mills Shop
9130 Dolfield Road
Owings Mills MD 21117

MDOT
7201 Corporate Center Drive
Hanover MD 21076

SHA Prince Frederick Shop
MD 231 @ MD 2/4
Prince Frederick MD 20678

MDOT Data Center
One Orchard Road
Glen Burnie MD 21060

SHA Princess Anne Shop
10980 Market Lane
Princess Anne MD 21853

MD Transit Administration - MARC
P. O. Box 8718
BWI Airport MD 21240

SHA Salisbury Shop
660 West Road
Salisbury MD 21801

ATTACHMENT J (contd.)

MDOT WORK SITE LOCATIONS - OUTSIDE BALTIMORE CITY

MD Transportation Authority
Francis Scott Key Bridge
300 Authority Drive
Dundalk MD 21222

SHA Snow Hill Shop
P. O. Box 268
Snow Hill MD 21863

MD Transportation Authority
Thomas J. Hatem Memorial Bridge
6000 Pulaski Highway
Perryville Md 21903

SHA Statewide Operations Center
7491 Connelly Drive
Hanover MD 21076

MD Transportation Authority
John F. Kennedy Memorial Highway
One Turnpike Drive
Perryville MD 21903

SHA Upper Marlboro Shop
6500 SE Crain Highway
Upper Marlboro MD 20870

MD Transportation Authority
William Preston Lane, Jr. Memorial Bridge
850 Revell Highway
Annapolis MD 21404

SHA Westminster Shop
150 Wyndtryst Drive
Westminster MD 21157

MD Transportation Authority
Harry W. Nice Memorial Bridge
Route 301 South - P. O. Box 8
Newburg MD 20664

Towson MVA Office
800 Kenilworth Drive
Suite 860
Towson MD 21204

MD Transportation Authority Police
P. O. Box 8717
BWI Airport MD 21240

Waldorf MVA Office
11 Industrial Park Drive
Waldorf MD 20602

Montgomery County Vehicle Inspection Office
2121 Industrial Parkway
White Oak MD 20904

Walnut Hill MVA Office
16541A Frederick Road
Gaithersburg MD 20877

Montgomery County Vehicle Inspection Office
15910 Chieftain Avenue
Derwood MD 21855

Washington County Vehicle Inspection Office
12100 Insurance Way
Hagerstown MD 21740

Montgomery County Vehicle Inspection Office
7407 Lindberg Drive
Gaithersburg MD 20879

Westminster MVA Office
532 Baltimore Blvd - Route 140
Westminster MD 21157

Motor Vehicle Administration
6601 Ritchie Highway, NE
Glen Burnie MD 21061

ATTACHMENT K

ADA PARATRANSIT ELIGIBILITY

The ADA Paratransit Eligibility document is available for review at the office of the Procurement Officer. It is not available in electronic format. Please contact the Procurement Officer to make arrangements to obtain a copy.

Robert W. Howells
DBM
Procurement Unit/ Room #111
45 Calvert Street
Annapolis, Maryland 21401
Telephone #: 410-260-7747
Fax #: 410-974-3274
E-mail: rhowells@dbm.state.md.us

ATTACHMENT L

OSHA STANDARD FOR BLOODBORNE PATHOGENS

Code of Federal Regulations (29 CFR 1910.1030)

Not available in electronic format with this solicitation

Hardcopy may be obtained by contacting the Procurement Officer:

Robert W. Howells
DBM
Procurement Unit/ Room #111
45 Calvert Street
Annapolis, Maryland 21401
Telephone #: 410-260-7747
Fax #: 410-974-3274
E-mail: rhowells@dbm.state.md.us