

INVITATION FOR BIDS (IFB)

Department of Public Safety and Correctional Services – Drug Testing
SOLICITATION NUMBER: DPSCS Q0012004

Department of Public Safety and Correctional Services
Division of Parole and Probation



Department of Public Safety and Correctional Services, Office of the Secretary

Issue Date: July 1, 2011

NOTICE:

Prospective Bidders who have received this document from the Department of Public Safety and Correctional Services 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 IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State bid 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 bid. If you have chosen not to bid on this contract, please fax this completed form to: 410-260-6014 (Attention: Mike Yeager)

Title: DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
- DRUG TESTING
Solicitation Number **DPSCS Q0012004**

1. 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 Contract is not something we normally provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- The scope of work is beyond our current capacity.
- Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- We cannot be competitive. (Explain in Remarks Section)
- Time allotted for bid/bid is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are prohibitive. (Explain in Remarks Section)
- Bid/Bid requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- MBE requirements (Explain in REMARKS section.).
- Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a bid or bid, 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
Invitation for Bids
Department of Public Safety and Correctional Services- DRUG TESTING
SOLICITATION NUMBER **DPSCS Q0012004**

IFB Issue Date: e-Maryland Marketplace: July 1, 2011

IFB Issuing Office: Department of Public Safety and Correctional Services

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

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

Pre-Bid Conference: Tuesday, July 12, 2011 at 11:00 AM (Local Time)
Department of Public Safety and Correctional Services
300 East Joppa Road – Suite 1000
Towson, Maryland 21286

Closing Date and Time: Monday, July 25, 2011, 1:00 PM (Local Time)

Bid Opening: Monday, July 25, 2011, 2:00 PM (Local Time)

NOTE

Prospective Bidders who have received this document from the Department of Public Safety's web site, Department of Budget and Management'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 IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

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SECTION 1. GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Department of Public Safety and Correctional Services (DPSCS), is soliciting bids for Drug Testing services for urine samples collected by the Department for detainees, inmates, parolees, mandatory supervision releasees and probationers.

1.2 ABBREVIATIONS AND DEFINITIONS

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

- a. Bidder- An entity that submits a bid in response to this IFB.
- b. BPW – Maryland Board of Public Works
- c. CCF - Custody and Control Form – form provided by the Drug Testing Laboratory that accompanies each specimen and documents chain of custody
- d. CFR – Code of Federal Regulations
- e. COMAR- Code of Maryland Regulations.
- f. Communication Plan - A plan which contains complete contact information for all key contacts on the contractor’s team, reporting relationships as well as emergency contacts for after normal work hours and weekends.
- g. Contract- The Contract attached to this IFB as Attachment A.
- h. Contractor- The selected Bidder that is awarded the Contract for the procured services identified in this IFB
- i. Department – The Maryland Department of Public Safety and Correctional Services.
- j. Division - A division of the Department.
- k. DDMP - Drinking Driver Monitor Program
- l. DHMH-OHCQ – Maryland Department of Health and Mental Hygiene-Office of Health Care Quality
- m. DPP – Division of Parole and Probation.
- n. DOC – Division of Correction
- o. DPDS – Division of Pretrial Detention and Services
- p. DPSCS-Department of Public Safety and Correctional Services.
- q. EMIT – Enzyme Multiplied Immunoassay Technique.
- r. Fully Loaded—The inclusion in the service billing rates of all profit, direct and indirect costs associated with performance of a required service. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs.
- s. IFB-This Invitation for Bid for the Maryland Department of Public Safety and Correctional Services, Solicitation Number **DPSCS Q0012004** dated, 7/1/11 including any amendments.
- t. Issuing Office- Department of Public Safety and Correctional Services.
- u. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland
- v. MBE – A Minority Business Enterprise certified as such by the Maryland Department of Transportation under COMAR 21.11.03
- w. NTP - Notice To Proceed – A formal notification issued by the Contract Manager that directs the Contractor to immediately, or as of a date contained in the notice, begin performance of work.
- x. Procurement Officer- The State representative responsible for this IFB for the determination of Contract scope issues, and the only State representative that can authorize changes to the Contract. The Procurement Officer for this Invitation for Bids is identified in section 1.4.
- y. Project Manager - The State representative that serves as the project manager for the resulting contract. The Project Manager monitors the daily activities of the Contract and provides guidance to the contract. The Department’s Project Manager is identified in section 1.3.
- z. State of Maryland business hours – 8:00 am-5:00 pm Local Time; Monday-Friday (except for State observed holidays).

- aa. XML - Is short for Extensible Markup language, a specification developed by the World Wide Web Consortium. It allows designers to create their own customized tags, enabling the definition, transmission, validation, and interpretation of data between applications and between organizations.
- bb. WS-I - The Web Services Interoperability Organization (WS-I) is an open industry organization chartered to establish Best Practices for Web services interoperability, for selected groups of Web services standards, across platforms, operating systems and programming languages.

1.3 ISSUING OFFICE/PROJECT MANAGER

DPSCS is issuing this IFB. The Department Project Manager for this contract is:

Joseph A. Ezeh, MBA
Internal Audits Unit Supervisor
MD Dept of Pub Safety and Correctional Services
Office of Program & Services (OPS)
Inmate Health Administration
6776 Reisterstown Rd, Ste 210-08
Baltimore, MD 21215
Office 410.585.3386
jezeh@dpscs.state.md.us
Fax 410.764.5102

DPSCS may change the Project Manager at any time by written notice to the Contractor. Technical direction shall only come from the Project Manager.

1.4 PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this IFB is the Procurement Officer at the address listed below:

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

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

1.5 PRE-BID CONFERENCE

A Pre-bid Conference shall be held on **Tuesday, July 12, 2011 beginning at 11:00 A.M.** in the Department of Public Safety and Correctional Services, Conference Room, Suite 1000, 300 East Joppa Road, Towson, MD 21286. All interested Bidders are encouraged to attend in order to facilitate better preparation of their bids.

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

In order to assure adequate seating and other accommodations at the pre-bid conference it is requested that by 2:00 PM on Friday, July 8, 2011 all potential bidders planning to attend return a Pre-Bid Conference Response Form or call Mr. Mike Yeager, (410) 260-6014 with such notice. The Pre-Bid Conference Response Form is included as Attachment D to this IFB. In addition, if there is need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least 5 days advance notice be provided. DPSCS shall make reasonable efforts to provide such special accommodation

1.6 QUESTIONS

Written questions from prospective Bidders shall be accepted by the Procurement Officer prior to the pre-bid conference. As reasonably possible and appropriate, such questions shall be answered at the pre-bid conference. Questions may be submitted by mail, facsimile, or, preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Bidders attending the Pre-Bid Conference. As reasonably possible and appropriate, these questions shall be answered at the Pre-Bid conference.

Questions will also be accepted subsequent to the Pre-Bid conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, shall be distributed to all potential Bidders who are known to have received a copy of the IFB.

A summary of all questions and answers will be distributed to all vendors and will be posted on www.emarylandmarketplace.com, the Department's website (www.dpscs.state.md.us) in addition to the Department of Budget and Management's website (www.dbm.state.md.us).

1.7 USE OF E-MARYLAND MARKETPLACE

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

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

1.8 BID DUE DATE

One original and one (1) bound copy of each bid shall be received by the Procurement Officer, at the address listed in Section 1.4, no later than **1:00 P.M. (local time) on Monday, July 25, 2011** in order to be considered. Also provide a copy of the bid on diskette and ensure that the diskettes are labeled with the date, IFB title, IFB number and Bidder's name. Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt at the Procurement Officer's office. Except as provided in COMAR 21.05.02.10, bids or unsolicited amendments to bids arriving after the closing time and date shall not be considered. **Bids delivered by facsimile or email shall not be considered.**

1.9 DURATION OF BIDS

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

1.10 REVISIONS TO THE IFB

If it becomes necessary to revise this IFB before the Bid due date, amendments will be provided to all prospective bidders who were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. In addition, amendments to the IFB will be posted on the DPSCS & DBM Procurement web pages and through eMM. Bidders shall acknowledge the receipt of all amendments to this IFB issued before the bid due date in the Transmittal Letter accompanying their bid submittal.

1.11 CANCELLATION

The State reserves the right to cancel this IFB, in whole or in part, or to accept or reject any and all bids received in response to this IFB, whenever this action is determined to be fiscally advantageous to the State or otherwise in its best interest

1.12 INCURRED EXPENSES

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

1.13 PROTESTS/DISPUTES

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

1.14 MULTIPLE OR ALTERNATIVE BIDS

A bidder may not submit more than one bid. Multiple and alternate bids shall not be accepted.

1.15 PUBLIC INFORMATION ACT NOTICE

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

1.16 BIDDER'S RESPONSIBILITIES

The Contract will be awarded to the responsible Bidder whose Bid is responsive to the requirements set forth in the IFB. The State shall enter into a Contract with the selected Bidder only.

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

The selected Bidder/Contractor shall be responsible for all products and services required by the IFB. The use of subcontractor(s) by a Bidder/Contractor shall not be permitted. A Bidder that plans to utilize a subcontractor to provide any of the services covered under this IFB shall be deemed not responsible.

1.17 MANDATORY CONTRACTUAL TERMS

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and the Contract (Attachment A).

1.18 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it shall 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 Bidder complete registration prior to the due date for receipt of Bids. A Bidders' failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

1.19 BID/PROPOSAL AFFIDAVIT

A completed Bid Affidavit must accompany all Bids submitted by a Bidder. A copy of this Affidavit is included as Attachment B of this IFB.

1.20 CONTRACT AFFIDAVIT

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit need not be submitted with a Bidder's Bid must be provided within five (5) working days after notice of contract award.

1.21 MINORITY BUSINESS ENTERPRISES (MBE)

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

1.22 ARREARAGES

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

1.23 PROCUREMENT METHOD

This Contract shall be awarded in accordance with the Competitive Sealed Bidding process under Code of Maryland Regulations (COMAR) 21.05.02.

1.24 TERM OF CONTRACT

The base Contract term shall be for a period of three years. The State, at its sole option, shall have the unilateral right to extend the Contract term for two (2) additional, successive one-year terms. The services to be provided hereunder shall begin on the date identified in the Notice to Proceed (NTP) issued by the Project Manager and the Contract shall expire, three years thereafter. It is anticipated that the base Contract term will be from October 1, 2011 and ending September 30, 2014.

1.25 CONTRACT TYPE

The Contract that results from this IFB shall be a Firm Fixed Unit Price - Indefinite Quantity Contract, in accordance with COMAR 21.06.03.02 and 21.06.03.06. The Contractor's unit pricing shall include all service costs including labor, travel and overhead.

1.26 BID OPENING AND RECORDING OF BIDS

Bids will be opened in accordance with the provisions of COMAR 2.05.02.11B. Specifically, the Bids will be opened **on Monday, July 25, 2011 at 2:00 P.M. (local time)** at 45 Calvert Street, Conference Room 164-A, Annapolis, MD 21401.

Bids shall be made available for public inspection at or within a reasonable time after bid opening. **Any material deemed confidential or proprietary by the bidder must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.**

1.27 RECIPROCAL PREFERENCE

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

1.28 NO BID STATEMENT

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

1.29 AWARD BASIS

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

1.30 ELECTRONIC FUNDS TRANSFER

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

http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/

1.31 FALSE STATEMENTS

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

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

1.32 ELECTRONIC PROCUREMENT TRANSACTIONS

- A. Unless otherwise prohibited by law, DPSCS may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the IFB or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this IFB (e.g. §1.30 related to EFT) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMaryland Marketplace, e-mail or facsimile to issue:
 - a. the solicitation (e.g. the IFB);
 - b. any amendments;
 - c. pre-bid conference documents;
 - d. questions and responses;
 - e. communications regarding the solicitation or bid to any Bidder or potential Bidder including requests for clarification, explanation, or removal of elements of an Bidder's bid deemed not acceptable;
 - f. notices of award selection or non-selection; and
 - e. the Procurement Officer's decision on any protest or Contract claim.
2. A Bidder or potential Bidder may use e-mail or facsimile to:
 - a. ask questions regarding the solicitation;
 - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - c. request a debriefing; or,
 - d. submit a "No Bid Response" to the solicitation.
3. The Procurement Officer, the State's Project Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section E of this subsection, utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Manager.

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

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

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

1.33 LIVING WAGE REQUIREMENTS

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

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2

Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to SFP §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.

If the Contractor provides more than 50% of the services from an out-of-State location, then the Contract will be deemed to be a Tier 1 contract. The Bidder must identify in its Bid the location(s) from which 50% or more of the Contract services will be provided.

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

1.34 ECONOMY OF PREPARATION

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

1.35 LATE PAYMENT OF SUBCONTRACTORS—PROMPT PAYMENT POLICY

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

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

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SECTION 2. MINIMUM QUALIFICATIONS

2.1 GENERAL INFORMATION

1.) Maryland DHMH-OHCQ Permit: As of the date of Bid submission the Bidder must hold and provide with its Bid a current Maryland DHMH-OHCQ Permit in its name. Or, the Bidder must provide a notification to the Procurement Officer at the time of Bid submission that the Bidder will file and show proof of filing for this Maryland DHMH-OHCQ permit application (as determined by Maryland DHMH-OHCQ) within five (5) working days of the Bid submission due date.

2.) The Bidder shall provide at Bid submission a copy of its current and valid Maryland Clinical Laboratory License. If the Bidder is an out-of-state firm, the Bidder shall submit a comparable Clinical Laboratory License issued by an appropriate authority in which the laboratory is located. The DBM Procurement Officer will review for appropriateness.

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SECTION 3. SCOPE OF WORK

3.1 BACKGROUND

The Department of Public Safety and Correctional Services is one of the largest departments in Maryland State government. The major divisions directly related to the detention, custody and supervision of persons who are detained, incarcerated or supervised in the community include the Division of Pretrial Detention and Services, the Division of Correction, Patuxent Institution and the Division of Parole and Probation. These divisions oversee 23 correctional facilities and 45 parole and probation supervision offices throughout the State.

The Division of Pretrial Detention and Services oversees approximately 3,700 inmates/detainees and serves as the receiving authority for anyone who is arrested in Baltimore City, or arrested on a warrant issued by the courts in Baltimore City. The DPDS includes the Baltimore Central Booking and Intake Center - the single location where all arrestees in Baltimore are processed - the Baltimore City Detention Center and the Pretrial Release Services Program. The Baltimore City Detention Center annually holds more detainees, including teenagers facing adult charges, than any local jurisdiction in Maryland. In FY 2009, over 37,000 offenders were processed through this facility. The Pretrial Release Services Program serves clients in four areas: investigative, case management, case diversion, and detention. The program assesses criminal history, provides community supervision to defendants awaiting trial, and risk classification for bail review.

The Maryland Division of Correction operates the State prison system and is the largest criminal justice agency in Maryland. The DOC operates 21 prisons and pre-release centers with an average daily population of approximately 26,000 inmates.

The Patuxent Institution which houses approximately 950 inmates is the only dedicated treatment facility within the Department. This facility provides treatment to men, women and youth in its Eligible Person (EP) program through the use of remediation management that combines psychiatry, psychology, social work and custody on each team. Patuxent is also the location for a number of programs for DOC offenders, including a substance abuse treatment program, an assessment unit, a parole violators program and a transitional mental health unit. The Correctional Mental Health Center-Jessup, the in-patient mental health unit for DOC, is also located at Patuxent.

The Division of Parole and Probation provides offender supervision and investigation services. DPP's largest workload involves the supervision of probationers assigned to the Division by the courts. DPP also supervises inmates released on parole by the Maryland Parole Commission or released from the Division of Correction on mandatory supervision release. The DDMP monitors offenders sentenced by the courts to probation for alcohol-related offenses. In addition, in fiscal 2008, the Division created the Community Surveillance and Enforcement Program to provide an alternative to incarceration for eligible offenders through the use of electronic monitoring and case management services. The Division oversees two community-based, pre-release facilities – Dismas House and Threshold.

The Division's employees supervise/monitor approximately 67,000 offenders who are under probation, parole or mandatory release supervision in communities throughout Maryland. Approximately 40,000 offenders who are under the supervision of the Division have special conditions for drug treatment that includes drug testing. (These estimates are not to be construed as guarantees of the number of yearly or monthly collections and resulting lab tests that may occur under the duration of the Contract to be awarded under this IFB.)

3.2 TESTING AND RESULT REPORTING

The Contractor shall provide drug testing of urine samples collected by the Department.

1. DRUGS

- a. The Contractor shall test each urine sample for the presence of Creatinine and up to four of the following drugs specified by the Department using the EMIT
 1. Opiates
 2. Cocaine Metabolites
 3. Cannabinoids
 4. Benzodiazepines
 5. Phencyclidine
 6. Methamphetamine
 7. Buprenorphine

Each Division – DPP, DOC, DPDS and Patuxent Institution – will designate the drugs to include in its respective test panel. Each Division has the option to change the four drugs selected for testing from the list four times per year based on each Division’s operational needs. The Division will notify the Contractor thirty (30) days prior to the change in the selected drug(s) to be tested.

- b. The Department retains the right to modify the Contract by placing additional substances on the list of drug testing options as drugs emerge and tests are developed to confirm their presence.
- c. An employee of a Division may designate an exception to the standard four-drug test panel by substituting a drug from the list of available drug options when there is reason to believe that an inmate, offender, detainee or defendant is abusing a specific drug.

2. TESTING

- a. The Contractor shall test each urine sample for the presence of creatinine in addition to four of seven drugs listed in 3.2-1(a) as listed above using the EMIT. The Contractor must perform all tests submitted and all required testing, regardless of quantity.
- b. The Contractor shall report to the Department that a urine sample is positive for a drug when the test shows that the drug is present in the urine sample at or above the following concentration levels:

1. Opiates	300 ng/ml
2. Cocaine Metabolites	300 ng/ml
3. Cannabinoids	50 ng/ml
4. Benzodiazepines	200 ng/ml
5. Phencyclidine	25 ng/ml
6. Methamphetamine	1000 ng/ml
7. Buprenorphine	10 ng/ml
8. Creatinine	report level in sample
- c. The Contractor shall perform all tests submitted and all required testing regardless of quantity.

3. INITIAL AND CONFIRMATION TESTING

- a. The Contractor shall conduct an initial test of each urine sample. For each initial test yielding a positive result, the Contractor shall conduct confirmation testing of the urine sample for the presence of a particular drug listed in 3.2-1(a) above using the EMIT. The confirmation testing shall be conducted on the second aliquot taken from the original specimen.
- b. The Contractor shall determine that a urine sample is positive for the drug when the test shows that the drug is present in the urine sample based on the concentration cutoffs identified in section 3.2-2(b) of this Scope of Work.

4. RESULTS AND REPORTING

- a. The Contractor shall report that a urine sample is positive for a drug when both the initial test and confirmation test show that the drug is present in the urine sample based on the concentration cutoffs identified in section 2.2-2(b) of this Scope of Work.
- b. The Contractor shall maintain a real-time online reporting system that can be queried by users and has the ability to produce printable reports that include, but are not limited to, the donor ID#(s), donor name, specimen ID, agent/monitor/case manager/correctional officer, date(s) collected, received, reported, and results that indicate the substances for which the specimen is positive and/or abnormal. The Department will have the ability to sort the data by donor, referring employee, office, Division, correctional facility etc.
- c. The Department will provide a middleware for the data retrieval and update between the Contractor's software and various Departmental applications utilizing Web Services as a communication protocol and XML as a data format. The web service interface must comply with WS-I profile standards and State IT security requirements (see IFB §3.11). The Contractor shall provide technical support for this application, as needed, during State of Maryland business hours.
- d. The middleware will enable various Departmental applications to obtain data from the Contractor's software without knowledge of its database structure. The middleware will issue a web service call to the Contractor's software and the Contractor's software will return the requested data to the middleware.

Additionally, the State shall have the capability to query all data from the effective date of the Contract through Contract expiration including all option periods (if exercised). If for any reason, the Contractor's software cannot successfully provide test results to the State's middleware beginning on the Contract effective date, the contractor will fax or email the test results to the appropriate Division representative (as noted in item #5 below) or at the direction of the State's Project Manager. Once initial testing of the State's middleware is completed to the satisfaction of the State as determined by the State's Project Manager, faxing or emailing results will no longer be required.

- e. No later than the close of State of Maryland business hours (5:00 p.m.) on the second working day after the Contractor receives the urine sample, the Contractor shall complete initial testing and confirmation testing, and advise the Department of the test results (either through online availability or, if necessary, via fax or email). A written analysis in the form of a laboratory report shall be sent to the agent, monitor, case

manager or correctional officer who requested the test.

f. Each laboratory report for a positive drug test shall contain a completed, one-page certification statement (see attached sample – Attachment G) that shall:

1. Contain the:
 - a. Sample/Test Number
 - b. Donor's Name:
 - c. Donor's SID#
 - d. Donor's DPP, DOC, DPDS or Patuxent Control #
 - e. Collector's Name:
 - f. Collection Date:
 - g. Test Date:
 - h. Confirmation Test Date:
 - i. Test Result(s):
2. Identify the chemist or analyst who performed the laboratory test as an individual qualified under standards approved by the DHMH-OHCQ, to perform the laboratory test;
3. Be signed – an electronic signature is acceptable - by the chemist or analyst who performed the laboratory test; and
4. Contain statements that are in the Annotated Code of Maryland, Courts and Judicial Proceedings Article §10-914:
 - (a). The material delivered to the chemist or analyst who performed the laboratory test was properly tested under procedures and equipment approved by the DHMH-OHCQ;
 - (b). The procedures of the laboratory test are reliable; and,
 - (c). The laboratory test indicates that the defendant used a controlled dangerous substance.

5. STATISTICAL REPORTING

- a. Reports must be submitted monthly, starting with the first month of the contract and are due 15 calendar days after the end of the applicable month, quarter and fiscal year. Reports/results will be segmented by division and sent to the appropriate contacts as noted below (Division of Parole and Probation, Division of Corrections, Division of Pretrial Detention and Services as well as the Patuxent Institution, see item b.7 below for exact email addresses).

Please note, only the Project Manager shall receive the entire report, regardless of the division (to include all Divisions).

b. These reports shall be submitted electronically and the Project Manager will provide the format. The reports shall include:

1. Number of samples tested
2. Number of positive results by drug
3. Number of rejected samples due to dilution, insufficient quantity, evidence of tampering, other
4. Numbers per drug of samples that are positive for more than one drug and the identity of the drugs
5. Percentages of the tests analyzed that produced a positive.
6. Number of female offenders with positive results for a specific drug and numbers of male offenders with positive results for a specific drug; and
7. Sorted by Division, collector and collection site

The appropriate Divisional Reports are to be sent to the following individuals:

- DEPARTMENTAL
Joseph Ezeh, Project Manager
JEzeh@dpscs.state.md.us
(Only the Project Manager noted above shall receive all Divisional reports).
- DIVISION OF PAROLE AND PROBATION
Martha Kumer, Deputy Director for Program Services
MKumer@dpscs.state.md.us
- DIVISION OF CORRECTION
Tina Stump
Director of Security Operations
TStump@dpscs.state.md.us

Beverly Crist, Administrative Aide
BCrist@dpscs.state.md.us
- DIVISION OF PRETRIAL DETENTION AND SERVICES

Pretrial Release Services Program (PRSP)
Robert Weisengoff, Executive Director
RWeisengoff@dpscs.state.md.us

Louis F. Karko, Acting Deputy Director
LKarko@dpscs.state.md.us

Baltimore City Detention Center (BCDC)
Marion Tuthill, Warden
MTuthill@dpscs.state.md.us

Baltimore Central Booking and Intake Center (BCBIC)
Carolyn Scruggs, Warden
CScruggs@dpscs.state.md.us

- PATUXENT INSTITUTION
Denise B. Williams, Administrative Assistant, Psychiatry
D4Williams@dpscs.state.md.us

The State reserves the right to revise, from time to time, all reporting formats.

6. DATA RETENTION

- a. Donor test results shall be maintained for the duration of the contract period. Upon expiration of the contract, Contractor shall transfer to the Department, in a format determined by the Department, all data and materials related to services provided under this Contract.

3.3 SUPPLIES

1. The Contractor shall provide, at no additional charge to the Department, and distribute to each designated collection site (correctional facility, pre-release center, parole and probation office, and pretrial services office) throughout Maryland the following necessary supplies in sufficient quantities based on the estimated level of testing (as noted on Attachment E):
 - a. Plastic urine sample wide mouth containers each of which has a mouth with a diameter of at least 1.5 inches and that has a leak proof cap.
 - b. Containers that shall be graduated from 10 ml to 60 ml in increments of 10 ml.
 - c. Temperature strips capable of indicating temperature readings between 90°-110°F or 32°-38°C.
 - d. Identification labels for the sample containers.
 - e. CCF that identify the donor by barcode and that are admissible as evidence in Maryland courts.
 - f. Security, tamper-evident seals for the sample containers.
 - g. Bluing agent
 - h. Plastic bags to hold sample containers.
 - i. Prepaid first class mailers for the containers. If the Contractor utilizes a courier service to pick up the samples, the Contractor must supply an appropriate container(s) for courier use.
 - j. Sufficient lockboxes to secure all samples collected in each collection site.
 - k. Disposable gloves in sufficient quantities to handle the estimated level of testing as identified on the Bid Price Sheet (Attachment E).

3.4 RETENTION OF URINE SAMPLES

1. The Contractor shall retain and properly store all positive urine samples for a minimum of sixty days. The term “properly store” means that the storage will be done in such a way as to ensure that the urine sample may be tested with the same results within sixty days of the Contractor’s report of the results of its confirmation test.
2. At the request of the Division that submitted the sample for testing, the Contractor at its expense will ship the saved sample - or a portion thereof in an amount adequate for testing - to another laboratory designated by the Division for an independent confirmation test, the cost of which will be paid by the offender or detainee.

3.5 TRAINING

1. **Due to the importance of drug testing to the operation of this program, the Contractor shall be fully operational on the Contract start date.** All employees working on this Contract shall have complete knowledge of Contractor’s procedures and testing methods.
2. The Contractor shall train through lecture and demonstration up to 200 employees designated by the Department on the proper method for handling a urine sample, completing the container label and mailing the sample. Two weeks prior to the scheduled training session(s) the Contractor shall provide written training materials via e-mail to the Project Manager for approval of content. The Contractor shall provide a hard copy of the training manual to each employee at the training session.
3. The training curriculum shall consist of Department approved, detailed written directions and one-time, on-site instruction at four sites located in the Baltimore metropolitan area, Hagerstown, Jessup and the Eastern Shore of Maryland.

3.6 EVIDENCE AND TESTIMONY

1. Upon the request of the Department, or a subpoena from a Maryland court, the Contractor must provide for the presence of the chemist, analyst or any person in the chain of custody as a prosecution witness. The Contractor will provide to the Department the name, address, and phone number of the person responsible for receiving these requests and arranging for the chemist or analyst to be present at the hearing.
2. The Contractor shall supply the written evidence specified in the attached certificate (Attachment G) on all confirmed positives. The evidence shall:
 - a. Identify the chemist or analyst who performed the laboratory tests as an individual qualified, under standards approved by the DHMH-OHCQ, to perform the laboratory test;
 - b. Be signed by the chemist or analyst who performed the laboratory test; and
 - c. Contain statements that are in the Annotated Code of Maryland, Courts and Judicial Proceedings, Article § 10-914:
 1. The material delivered to the chemist or analyst who performed the laboratory test was properly tested under procedures and equipment approved by the DHMH-OHCQ;

2. The procedures of the laboratory test are reliable; and,
3. The laboratory test indicates that the defendant used a controlled dangerous substance.

Additionally, the Contractor shall submit a per appearance price on the price sheet (Attachment E) for when a witness is requested as described above. The per appearance price shall be fully loaded. This price shall include profit as well as any direct and indirect costs associated with the performance of the required service. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs. Reimbursement for travel costs or travel time will not be allowed and only the actual per appearance price may be billed (as submitted on Attachment E—Bid Form).

DPSCS estimates that this service may be required on average about sixty (60) times per year (*The estimate provided is not to be construed as a guarantee or an indication of what may occur under the duration of this Contract*).

3.7 CONTRACTOR LICENSE REQUIREMENTS

Maryland law (Courts and Judicial Proceedings Article, §10-914, Annotated Code of Maryland) requires the laboratory test to be performed by a laboratory “certified by the Department of Health and Mental Hygiene and approved by the Division of Parole and Probation of the Department of Public Safety and Correctional Services”.

1. Throughout the duration of this Contract, the Contractor must maintain a valid and current Permit for the Testing of Drugs of Abuse-Forensic issued by Maryland’s DHMH-OHCQ (“permit”);
2. Throughout the duration of this Contract, the Contractor must maintain a valid and current Clinical Laboratory License from Maryland or from the state in which the laboratory is located. Written approval for the out-of-state clinical laboratory license is provided solely by the DBM Procurement Officer or DPSCS Project Manager.

Laboratories must be in compliance with all applicable Federal, State and local standards for the locality in which the laboratory is located.

3.8 CONTRACTOR KICK-OFF MEETING

A contract Kick-Off Meeting shall be held within ten (10) days of the Contractor’s notification of contract award (Notice to Proceed (NTP)). The date and time of the Kick-off Meeting will be scheduled by the State’s Project Manager. The purpose of the Kick-Off Meeting shall be to understand and communicate timeline(s) and known requirements of the Contract.

3.9 PLANS SUBMITTED AFTER CONTRACT AWARD NOTIFICATION

1. Within five (5) days of the notification of contract award the Contractor shall also submit, a Communication Plan to the Project Manager which addresses typical, routine communications. Included in the Communication Plan should be complete contact information for all key contacts

on the contractor's team, reporting relationships as well as emergency contacts for after normal work hours and weekends. The Communication Plan will be discussed in further detail at the Kick-Off Meeting. Either at the Kick-Off Meeting or during the course of routine business while using the Communication Plan, if the submitted plan is not satisfactory as determined by the State's Project Manager then the information provided in 3.13 shall be implemented.

2. Within five (5) days of the notification of contract award the Contractor shall also submit a Transportation Plan to the Project Manager. The Contractor shall be responsible for all shipping costs and attendant expenses associated with the delivery of all urine specimens collected by the Department and sent to the Contractor's testing facility. The Contractor will secure the services of a reliable delivery service that can assure an unbroken chain of custody and delivery to the Contractor's lab in one (1) business day, (examples include, UPS, Fed-Ex, USPS prepaid first class mailers or a dedicated courier service). The Bidder shall identify the means of transportation in their submitted transportation plan.

3.10 END OF CONTRACT TRANSITION

At least 90 days prior to the end of the Contract (either the base term without any renewal options being exercised, or after the first or second options have been exercised), at a time requested by the State, the Contractor shall support end-of-Contract transition efforts by preparing a report of any outstanding deliverables or tasks with appropriate status information. The status information will be updated weekly and shall be submitted thru the end of the Contract. All costs associated with end-of-Contract transition efforts should be included as part of the Contractor's overhead.

3.11 SECURITY REQUIREMENTS

3.11.1 IT Security - The Contractor shall comply with and adhere to the Maryland Department of Information Technology Information Security Policy Version 2.3 dated September 2010 as revised from time to time. The current and any updated and revised versions of the **Maryland State Information Security Policy** are available on-line at http://doit.maryland.gov/support/Documents/security_guidelines/DoITSecurityPolicy.pdf

3.11.2 Physical Security - Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.

3.11.3 Employee Background Security - The Contractor shall obtain a criminal background check, including National Crime Information Center (NCIC) and the state(s) in which the employee works and or resides. The background check will include fingerprinting, for each individual performing service under the Contract. This check may be performed by a public or private entity. Successful NCIC and State criminal background check shall be completed prior to any Contractor employee providing services on-site at any location covered by this Contract.

The Contractor shall provide certification to the Department that the Contractor has completed the required NCIC and State criminal employee background check and that the Contractor's employees assigned to this Contract have successfully passed this background check. The Department reserves the right to refuse to allow any individual employee to work on State premises based upon certain specified criminal convictions.

The NCIC and State criminal record check of each employee who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - (e) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - (f) a crime of violence as defined in CL § 14-101(a).
- A. An employee of the Contractor who has been convicted of a felony or of a crime from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Contractor who has been convicted with the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- B. Each Division within the Department may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of the Contractor to not be permitted to work on that Division's premises. Upon receipt of a Division's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that Division regarding the personnel working at or assigned to that Division's premises.

On-site Security requirement(s): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- A. Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- B. Neither the Contractor, its employees and agents, nor the Contractor's subcontractor, its employees and agents shall violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Division that controls the facility to which the Contractor and/or its subcontractor(s) will have access. The failure of any of the Contractor's or Subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate the Contract for default.
- C. Any person who is an employee or agent of the Contractor or subcontractor entering the Department's premises shall be required to document an inventory of tools, equipment, etc. being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.
- D. At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: 1) being prepared to be escorted at all times, and 2) providing

information for ID badge purposes and wearing the ID badge on their person in a visual location at all times.

3.12 BILLING REQUIREMENTS

Invoices may only be submitted monthly for services rendered during the previous month and must contain the Contract Number DPSCS Q0012004, and the Purchase order number_____. Each Division (DPP, DOC, DPDS – for billing purposes, Patuxent is included under DPDS) must receive a separate invoice that includes the:

- Name of the collection site
- Date the sample was collected
- Date the results were reported
- Specimen ID number
- Donor's SID number
- Donor's DPP, DOC, DOC or Patuxent Control number
- Donor's name
- Type of test performed
- Charge for the test

Invoices must be submitted to the appropriate Division representative as noted below as well as a duplicate copy sent to the Project Manager (see Section 1.5):

Division of Parole and Probation:

Ms. Olga Martin
Fiscal Services Chief
6776 Reisterstown Road, Suite 305
Baltimore, Maryland 21215
410-585-3524
OMartin@dpscs.state.md.us

Division of Correction:

Western Region

Ms. Donna Stigile, Fiscal Services Chief II
WCI
13800 McMullen Highway, SW
Cumberland, Maryland 21502
301-729-7073
DStigile@dpscs.state.md.us
Institutions/Collection sites: WCI, NBCI

Hagerstown Region

Ms. Stacey Kretzer, Fiscal Services Chief II
RCI
18701 Roxbury Road
Hagerstown, Maryland 21746
240-420-3320

SKretzer@dpscs.state.md.us
Institutions/Collection sites: RCI, MCIH, MCTC

Central Finance Office

Ms. Amie Smith, Fiscal Services Chief II
7930 Brock Bridge Road
Jessup, Maryland 20784
410-540-6212

ASmith2@dpscs.state.md.us

Institutions/Collection sites: BCF, CMCF, EPRU, JPRU, SMPRU, MCIW, Patuxent, MCIJ, JCI, MCAC, MRDCC, MTC, BCCC, BPRU

Division of Pretrial Detention and Services

Ms. Patience Dawson
Director of Finance
531 East Madison Street
Baltimore, Maryland 21202
Phone: 410-209-2052
PODawson@dpscs.state.md.us
Institutions/Collection sites: BCBIC, BCDC

3.13 PROBLEM ESCALATION PROCEDURE

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

The Contractor shall provide contact information, as described in 2.9, to the Project Manager as well as other personnel should the Project Manager not be available.

2. The Contractor must provide a Problem Escalation Procedure no less than 10 days prior to the beginning of the contract, and within 10 days after the start of each contract year (and within 10 days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:
 - The process for establishing the existence of a problem,
 - The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
 - Circumstances in which the escalation will occur in less than the normal timeframe,
 - The nature of feedback on resolution progress, including the frequency of feedback,
 - Identification of and contact information for progressively higher levels that would become involved in resolving a problem,
 - Contact information for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis, and
 - A process for updating and notifying the Contract Manager of any changes to the Problem Escalation Procedure.

3.14 LABORATORY RATINGS AND INSPECTIONS

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

3.15 RELEASE OF RECORDS

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

3.16 CONFIDENTIALITY REQUIREMENTS

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with COMAR 17.04.09.14. The Contractor agrees further to comply with any applicable State and Federal confidentiality requirements regarding collection, maintenance and use of health and financial information. This includes the Federal Health Insurance Portability and Accountability Act (HIPAA), (42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR Parts 160 and 164), the HI-TECH Act (Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5), and the Maryland Confidentiality of Medical Records Act, (Md. Code Ann. Health-General §4-301 et seq.).

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

3.17 INSURANCE REQUIREMENTS

The Contractor shall maintain general liability insurance with a minimum of \$300,000 of occurrence and \$500,000 aggregate coverage. The State of Maryland shall be named as an additional named insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage shall be provided prior to the commencement of the contract and thereafter from time to time, as directed by the State.

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

3.18

RECORD CHECKS

1. The Contractor shall, at no additional cost to the Department, have a criminal record check, including National Crime Information Center (NCIC) and the State(s) in which the employee works and or resides done on Contractor's employees in the chain of custody of urine samples tested under this contract. The background check will include fingerprinting and is to be done on the effective date of this Contract or the initiation of the person's employment, whichever is later (also see Section 3.11.3).

2. Any record check that reveals a criminal history for the employee must be submitted to the Department for review. The Contractor must agree that if any assigned staff is arrested while working on a Departmental project, the Contractor will immediately notify the Department in writing.

3. Notwithstanding IFB Section 3.11 (Security Requirements), the Department reserves the right to require that the Contractor remove from the chain of custody any employee or Subcontractor's employee who, because of that person's criminal history, the Department determines would pose a threat to the Department's ability to defend its urinalysis evidence case against a legal challenge in Maryland's courts.

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SECTION 4. BID FORMAT

The bidder shall submit the following documents as its bid package. A Tab as detailed below shall separate each section:

TAB A. TRANSMITTAL LETTER

A brief letter addressed to the Procurement Officer which contains the following:

- Name & Address of Bidder
- Name, Title and Telephone Number of Contact for Bidder
- Statement that bid is in response to Solicitation Q0012004
- Signature, Typed Name, and Title of an Individual Authorized to Commit Bidder to Bid
- Federal Employer Identification Number of the Firm, or; If a single individual, a Social Security Number
- Acceptance of all State contract terms
- Acknowledgement of all Addenda to this IFB

TAB B. TABLE OF CONTENTS

TAB C. REFERENCES

The bidder shall submit with the bid, a list of references, preferably three (3) references to which the services of a similar nature and scope of this IFB have been rendered (preferably from a correction or detention facility). The listing shall include the name and address of the organization used as a reference, description of the services rendered, date when services were rendered, a point of contact (POC) at the reference organization, a current phone number and an email address for the POC.

TAB D. FINANCIAL STATEMENTS

The bidder must submit its complete audited financial statements, including all of the auditor's notes, for its last two fiscal years. If the bidder has not had its financial statements audited by an independent accounting firm, the Bidder must submit such un-audited financial statement as it has.

TAB E. BID FORMS

See Attachment E for Bid Form

- Do not change or alter the Bid Form or any other State Attachments or your Bid will be rejected.
- Nothing may be entered on the Bid Form or included as an attachment to the form that alters or proposes conditions or contingencies on the prices or bid.
- All unit prices must be clearly types with dollars and cents, e.g.; \$24.15.
- The Bid form is to be completed, signed and dated by an individual who is authorized to bind the bidder to all prices and discounts bid. Enter all information in the space at the extend price and total.

- TAB F. The Bidder shall submit a copy of the bidder's Medical Laboratory Permit issued by the State of Maryland, Department of Health & Mental Hygiene, Office of Health Care Quality as well as the Bidder's Clinical Laboratory License issued from the locality in which the laboratory is located (see Section 2-Minimum Qualifications).
- TAB G. Submit one of the urine sample containers with its locking seal cap, and identification label, security seal, and overnight mailer and a plastic bag to hold sample bottles.
- TAB H. Submit a statement of the test method, Enzyme Multiplied Immunoassay Technique (EMIT), that the bidder will use to conduct initial testing. This statement should include the signature, typed name and title of an individual who is authorized to commit the bidder to the bid.
- TAB I. Submit the BID/PROPOSAL AFFIDAVIT
(See Attachment B)
- TAB J. As part of its bid, each Bidder is to submit a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract, the Bidder is to provide:
- The State contracting entity
 - A brief description of the services/goods provided
 - The dollar value of the contract
 - The term of the contract
 - The State employee contact person (name, title, telephone number and e-mail address)
 - Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.
- TAB K. Submit a current certificate of insurance evidencing coverage as described in Section 3.17

ATTACHMENTS

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

ATTACHMENT B- BID/PROPOSAL AFFIDAVIT- Bidder’s Bid Affidavit must be completed and submitted with the Bidder’s Bid

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

ATTACHMENT D- PRE-BID CONFERENCE FORM Pre-Bid Conference Response Form – completed and submitted by potential Bidders who plan to attend conference

ATTACHMENT E- BID FORM AND INSTRUCTIONS - Price Bid/Instructions/Forms – comprises the Bidder’s Price Bid; must be completed, signed and submitted by the Bidder with Bid submission

ATTACHMENT F- COLLECTION SITES

ATTACHMENT G -CERTIFICATION OF ANALYSIS

ATTACHMENT H - LIVING WAGE REQUIREMENTS AND AFFIDAVIT- completed, signed and submitted by the Bidder with Bid submission

ATTACHMENT I - ELECTRONIC FUNDS TRANSFER FORM COT/GAD X-10

ATTACHMENT A - CONTRACT

THIS CONTRACT (the "Contract") is made as of the ___ day of _____, 2011 by and between (the Contractor") and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES, DIVISION OF PAROLE AND PROBATION (the "Department" or the "Division").

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

1. Definitions

Except as provided otherwise in this Contract, terms used in this Contract and the IFB shall have the meanings provided in the IFB. In this Contract, the following words have the meanings indicated:

- 1.1 "Contractor" means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.2 "Department" means the Maryland Department of Public Safety and Correctional Services.
- 1.3 "Procurement Officer" means Mike Yeager, or his successor or alternate as designated under Maryland Law as identified in section 1.3.
- 1.4 "IFB" means the Invitation for Bids Q0012004 dated _____ 2011, including attachments, and as amended.
- 1.5 "State" means the State of Maryland.

2. Scope of Work

- 2.1 The Contractor shall provide the drug testing services described in the Contractor's Bid and the IFB. 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:

Exhibit A - The IFB

Exhibit B – The Contractor's Bid dated

Exhibit C- Contract Affidavit

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

under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on or about October 1, 2011 and ending on or about September 30, 2014. The State, at its sole option, has the unilateral right to extend the term of the Contract for up to two additional, successive one-year terms. Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor for the services in accordance with the terms of the IFB and Exhibit B, the Contractor's Bid. The Contractor shall be paid no more than the following:

The Department does not guarantee that the Contractor will be asked to do enough testing to receive the maximum total amount payable.

4.2 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Electronic Funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.3 Each invoice must reflect the Contractor's federal tax identification number, which is _____. Contractor's eMarylandMarketplace vendor ID number is _____.

4.4 Invoices may only be submitted monthly for services rendered during the previous month and must contain the Contract Number DPSCS _____, and the Purchase order number _____. Contractor shall provide each Division with a separate invoice as described in IFB §3.12.

4.5 Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland are prohibited.

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

5. Personnel

Contractor agrees that all personnel identified in its bid, or personnel of equal qualifications, shall be assigned to the State account to perform the terms of this Contract for the term of the Contract, including any extension, unless such personnel are no longer employed by the Contractor or the State requests a personnel change.

6. Rights to Records

6.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, claims analyses, claims data, specifications, estimates, tests, maps, photographs, designs,

graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- 6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created 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 under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 6.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data or materials delivered under this Contract.
- 6.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 6.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.
- 6.6 Nothing in this Section 6 shall abrogate or transfer any intellectual property rights of the Contractor in its proprietary information related to its methodologies, methods of analysis, ideas, know how, methods, techniques, and skills possessed prior to this Contract.

7. Confidentiality

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

7.2 The Contractor shall promptly notify the Department in writing of any request for information, request for statement, or other similar request from any entity or organization other than the Department that requires the Contractor to discuss or disclose information related to this Contract or gathered in performance of this Contract.

8. Insurance Requirements

The Contractor shall maintain general liability insurance with a minimum of \$ 3000,000 of occurrence and \$ 500,000 aggregate coverage. The State of Maryland shall be named as an additional named insured on all liability policies (Workers' Compensation excepted) and certificates of insurance

evidencing this coverage shall be provided prior to the commencement of the contract (refer to IFB Section 3.17).

9. Non-Hiring of Employees

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

10. Disputes

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

11. Maryland Law

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

12. Nondiscrimination in Employment

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

13. 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 salesperson or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

14. Nonavailability 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 shall 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 shall 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.

15. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall 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.

16. 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 shall 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).

17. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions shall 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.

18. 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.

19. Pre-Existing Regulations

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

20. Financial Disclosure

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

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under 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.

22. 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 of Maryland under this Contract or any applicable statute of limitations or federal document retention requirement (such as HIPAA),, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This section shall survive expiration of the Contract.

23. Compliance with Laws.

The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Cost and Price Certification

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

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

25. 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 of Maryland, 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 6 through 8, 10 through 23, and 25 through 29 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 its subcontractors.

26 Living Wage

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

26.2 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. If Contractor is an out of state Contractor, this contract is deemed to be a Tier 1 Contract.

26.3 The Contractor shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.11.10, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

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

27 Commercial Non-Discrimination

27.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the

marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

27.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

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

28. 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 of Maryland, 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 6 through 8, 10 through 25, and 27 through 29 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

29 Prompt Pay Requirements

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

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

29.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

- (a) Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
- (b) An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- 29.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department.
- 29.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 29.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - (b) This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - (c) If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (d) If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
 - (e) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

30. Indemnification

- 30.1 The Contractor shall indemnify the State against liability for any claims, damages, loss, costs, expenses, suits, or actions of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 30.2 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.

- 30.3 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.
- 30.4 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 shall 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.
- 30.5 This Article 25 shall survive termination of this Contract.

31. Security

- 31.1 Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department. Further, the Contractor, its employees and agents and subcontractor's employees and agents shall not violate Title 9, Subtitle 4 of the Criminal Law Article of the Annotated Code of Maryland and such other security regulations of the Department about which they may be informed from time to time. The failure of any of the Contractor's or subcontractor's employees or agents comply with any provision of this Section 26 of this Contract is sufficient grounds for this Department to immediately terminate this Contract for default.
- 31.2 The Contractor shall comply with the Maryland Information Technology Security Policy and Standards available on line at:
http://doit.maryland.gov/support/Documents/security_guidelines/DoITSecurityPolicy.pdf

32. Administrative

- 32.1 Project Manager. The work to be accomplished under this Contract shall be performed under the direction of the Project Manager, _____.
- 32.2 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:
Joseph A. Ezeh, MBA
Internal Audits Unit Supervisor
MD Dept of Pub Safety and Correctional Services
Office of Program & Services (OPS)
Inmate Health Administration
6776 Reisterstown Rd, Ste 210-08
Baltimore, MD 21215
Office 410.585.3386, Fax 410.764.5102
JEzeh@dpscs.state.md.us

If to the Contractor: (To be completed)

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

CONTRACTOR

By: _____ (SEAL) Date _____

Witness/Attest: _____

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

By: _____ Date _____

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, 2011.

Assistant Attorney General

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. Each solicitation shall provide notice that the affidavit in §B of this regulation shall be completed and submitted to the procurement agency with the vendor's bid or offer.

B. Mandatory Solicitation Addendum. The solicitation addendum shall be in substantially the same form as follows:

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State 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.

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;

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

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(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 §K(2)(a)—(j), above.

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

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

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 shall have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Bid Affidavit dated_____, 2011 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

PRE-BID CONFERENCE RESPONSE FORM

Project No. : **DPSCS Q0012004**

A Pre-Bid conference will be held at **11:00 AM on Tuesday, July 12** at the Department of Public Safety and Correctional Services, 10th Floor Conference Room, 300 E. Joppa Road, Towson, Maryland, 21286. Please return this form by 2:00 PM, Friday, July 8, 2011 advising whether you plan to attend. For directions to the meeting site please visit the website at: <http://www.mapquest.com/directions/>

Return this form to:

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

Please indicate:

_____ Yes, the following representatives shall be in attendance:

1. _____
2. _____
3. _____

_____ No, we shall not be in attendance.

Signature

Title

Name of Company

Date

ATTACHMENT E – BID FORM INSTRUCTIONS & BID FORM

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

ATTACHMENT E – BID FORM

A. SOLICITATION IDENTIFICATION: **DPSCS Q0012004 Drug Testing IFB**

B. BIDDER NAME: _____

C. BIDDER SIGNATURE & TITLE _____

D. DATE: _____

E. BIDDER FEDERAL EMPLOYER IDENTIFICATION NUMBER or SOCIAL SECURITY NUMBER, as appropriate: _____

F. PER TEST AND EXPERT TESTIMONY PRICING

- 1. Testing and confirmation Price for all four (4) drugs and Creatinine level for **years 1 through 3**: \$ _____
per urine sample
- 2. Testing and confirmation Price for all four (4) drugs and Creatinine level for option **years 4 and 5** (if exercised): \$ _____
per urine sample
- 3. Fully loaded price per person, per appearance for expert testimony for **years 1 through 3**: \$ _____
- 4. Fully loaded price per person, per appearance for expert testimony for option **years 4 and 5** (if exercised): \$ _____

G. BID TOTAL

- 1. Price per test and confirmation from **Line F.1.** of this BID FORM
(**years 1 through 3**)

Times (X) 192,000 tests in Year One = \$ _____

Times (X) 335,000 tests in Year Two = \$ _____

Times (X) 335,000 tests in Year Three = \$ _____

- 2. Subtotal for testing and confirmation (**years 1 through 3**) = \$ _____

3. Price for test and confirmation **Line F.2.** of this BID FORM
(years 4 and 5, if exercised)

Times (X) 335,000 tests in *Option Year One* = \$ _____
(year 4)

Times (X) 335,000 tests in *Option Year Two* = \$ _____
(year 5)

4. Subtotal for testing and confirmation
(option years 4 and 5, if exercised) = \$ _____

5. Subtotal for testing and confirmation, all years
(sum of G.2. and G.4.) = \$ _____

6. Price per appearance from line F.3. of this BID FORM
(60 subpoenas for testimony per year (X) 3 years)
For years 1 through 3. = \$ _____

7. Price per appearance from line F.4. of this BID FORM
(60 subpoenas for testimony per year (X) 2 years)
For years 4 and 5. = \$ _____

8. Subtotal for expert testimony, all years
(sum of G.6. and G.7.) = \$ _____

9. Figure to be used to determine most favorable Bid

Total Bid Price = \$ _____
(sum of subtotals, G5 and G8)

H. *The number of tests and expert testimony appearances listed in Item G is for evaluation purpose only and is not a guarantee of either a minimum or maximum number of tests or expert testimony appearances that will be needed. The Contractor shall only be paid for the actual number of each test type or other unit of service listed above that is performed, at the firm unit prices bid above*

ATTACHMENT F – COLLECTION SITES

DIVISION OF PAROLE AND PROBATION OFFICE AND COLLECTION SITES

Office Number	Office Location	Office Address	Contact Person	Phone Number	Fax Number
Region I Regional Office					
Regional Office	Easton	301 Bay Street, Suite 303, Easton, MD 21601	David Dawkins	410-822-5050	410-820-0249
Region I Collection Sites					
39	Aberdeen Field/DDMP	31 West Belair Avenue, Aberdeen, MD 21001	David Farnan	410-297-2200	410-297-2201
40	Bel Air Field/DDMP	State Multi-Purpose Center, 2 South Bond Street, Bel Air, MD 21014	Diane Lutz (Field), David Zacot (DDMP)	410-836-4650	410-836-4668
	Berlin Field/DDMP	10026 Old Ocean City Boulevard, Berlin, MD 21811	Trudy Brown	410-641-3141	410-641-3158
61	Cambridge Field/DDMP	310 Gay Street, Cambridge, MD 21613	Christine Killmon	410-901-8460	410-228-5851
62	Centreville Field/DDMP	District Court Multi-Service Center, 120 Broadway, Centreville, MD 21617	Caroline George	410-819-4140	410-819-4150
63	Chestertown Field/DDMP	Chestertown Business Park, 131 North Dixon Drive, Chestertown, MD 21620	Tressa Ball	410-810-5960	410-810-5978
64	Denton Field/DDMP	District Court Multi-Service Center, 207 South 3 rd Street, Denton, MD 21629	Corey Pack	410-819-4550	410-819-4551
60	Easton Field/DDMP	301 Bay Street, Suite 302, Easton, MD 21601	Caroline George	410-763-4950	410-820-4360
65	Elkton Field/DDMP	State Multi-Service Center, 170 East Main Street, Elkton, MD 21921	Donna Lewis (Field), Dense Shane (DDMP)	410-996-2870	410-996-2880
68	Princess Anne Field/DDMP	11670 Somerset Avenue, Princess Anne, MD 21853	Trudy Brown	410-651-2211	410-651-2193
66	Salisbury Field/DDMP	District Court Multi-Service Center, 201 Baptist Street, Salisbury, MD 21801	Elton Killmon (Field), VACANT (DDMP)	410-713-3700	410-713-3730
67	Snow Hill Field/DDMP	424 West Market Street, Suite C, Snow Hill, MD 21863	Trudy Brown	410-632-4200	410-632-4210
Region II Regional Office					
Office Number	Office Location	Office Address	Contact Person	Phone Number	Fax Number
Regional Office	Guilford Avenue	2100 Guilford Avenue, Suite 305, Baltimore, MD 21218	Joe Clocker	443-263-3720	410-333-6656
Region II Collection Sites					
10	Central	301 North Gay Street, 3 rd Floor, Baltimore, MD 21202	Brenda Henry	410-895-7666	710-752-7623
43	Catonsville	900 Walker Avenue, Catonsville, MD 21228	Girard Wright	410-455-7830	410-455-7865
42	Dundalk Field/DDMP	Logan Village Center, 3413 South Dundalk Avenue, Baltimore, MD 21222	Joseph Dulny	410-288-5810	410-288-6157
41	Essex Field/DDMP	8914 Kelso Drive, Baltimore, MD 21221	Cynthia Thompson	410-238-5500	410-780-4850
15	Northeast Field/DDMP	428 East Preston Street, Baltimore, MD 21202	Cynthia Lewis-Williams (Field), Sharon Garrett (DDMP)	410-962-6300	410-333-3886
20	Northwest	4750 Mount Hope Drive, Baltimore, MD 21215	Janice Brown	410-764-5800	410-764-6904
31	Southeastern	3027 East Madison Street, Baltimore, MD 21205	Cheryl Olorogun-Peguese	410-537-7300	410-333-0585
12	Southern	700 East Patapsco Avenue, Baltimore, MD 21225	Valerie Farr	410-878-8250	410-878-8262
21	Southwest	1401 Severn Street, Suite A103, Baltimore, MD 21230	Wonda Adams, Conrad Yorkshire	410-637-4200	410-637-4780
44	Towson Field/DDMP	17 West Pennsylvania Avenue, 3 rd Floor, Towson, MD 21204	LaTawnya Stallworth	410-832-2200	410-321-2314

ATTACHMENT F CONTINUED

Region III Regional Office					
Office Number	Office Location	Office Address	Contact Person	Phone Number	Fax Number
Regional Office	Upper Marlboro	14735 Main Street, Ground Floor, Upper Marlboro, MD 20772	Robert Ulino	301-780-6840	301-780-6849
Region III Collection Sites					
34	Annapolis Field/DDMP	251 Rowe Boulevard, Ground Floor, Annapolis, MD 21401	Kara Kresge, Serena Mosteller (Field), Deborah McMillion (DDMP)	410-260-1900	410-260-1942
80	Gaithersburg Field/DDMP	7871 Beechcraft Avenue, Suite 200, Gaithersburg, MD 20870	Amy Bransford, Tracei Johnson (Field), Brenda Bock (DDMP)	240-386-2600	240-683-8803
32	Glen Burnie Field/DDMP	7500 Ritchie Highway, Room 109, Glen Burnie, MD 21601	Michelle Bethke, Marcia Naylor; Jessica Turro (Field), Deborah McMillion (DDMP)	410-412-7050	410-508-2387
51	Hyattsville	Hyattsville District Court Building, 4990 Rhode Island Avenue, Suite 101, Hyattsville, MD 20781	Melvina Evans Smith, Timi Oseni, Thomas Page, Rochelle Perry, William Turc	301-699-3620	301-699-3630
53	Leonardtown	Joseph D. Carter Building, 23110 Leonard Hall Drive, Leonardtown, MD 20650	Kimberly Gregory	301-880-2750	301-475-5238
54	Prince Frederick Field/DDMP	200 Duke Street, Suite 1100, Prince Frederick, MD 20678	Monica Bradley	443-550-6780	410-535-5696
82	Rockville	979 Rollins Avenue, Rockville, MD 20851	Joseph Forney, Michael Rough	301-998-6700	301-231-7391
83	Silver Spring Field/DDMP	8552 Second Avenue, 1 st Floor, Silver Spring, MD 20910	Scott Atkins, Vincent Udemba (Field), Helen Tilghman (DDMP)	301-563-8620	301-563-8631
56	Temple Hills	4235 28 th Avenue, Suite 600, Marlow Heights, MD 20748	ShaQuetta Nottage, Patricia Seldon	301-316-4600	301-316-4633
55	Upper Marlboro Field/DDMP	14735 Main Street, Upper Marlboro, MD 20772	Sheila Giles, Yolanda Sherbert, Eugene Trautman (Field), Veronica Gray (DDMP)	301-627-7200	301-780-6850
52	Waldorf Field/DDMP	25 Industrial Park Drive, Waldorf, MD 20602	Vivian Davis, Damita Majette (Field), Julie Earle (DDMP)	301-396-8800	301-396-8801

Region IV Regional Office					
Regional Office	Office Location	Office Address	Contact Person	Phone Number	Fax Number
Regional Office	Frederick	100 East All Saints Street, 2 nd Floor, Suite 200, Frederick, MD 21701	Henry Alexander	301-600-3060	301-600-3051
Region IV Collection Sites					
71	Cumberland Field/DDMP	123 South Liberty Street, Cumberland, MD 21502	Wendy Hannon	301-784-8110	301-722-6976
30	Ellicott City Field/DDMP	District Court Multi-Service Center, 3451 Courthouse Drive, Ellicott City, MD 21043	Cynthia Callan (Field), Laura Beeker-Clegg (DDMP)	410-480-7920	410-480-7910
81	Frederick Field	100 West Patrick Street, Frederick, MD 21701	Dale Maselli	301-600-1935	301-694-0632

ATTACHMENT F CONTINUED

DIVISION OF CORRECTION – COLLECTION SITES

Facility	Address	City	Zip	Contact Person	Phone Number
BCCC	Baltimore City Correctional Center	901 Greenmount Avenue	Baltimore	21202	F.A. Carol Harmon 410-332-4343
BCF	Brockbridge Correctional Facility	7931 Brock Bridge Road / P.O. Box 537	Jessup	20794	F.A. Renee Alexander 410-540-6287
BPRU	Baltimore Pre-Release Unit	926 Greenmount Avenue	Baltimore	21202	F.A. Dionne Dale 410-234-1874
CMCF	Central Maryland Correctional Center	7301 Buttercup Road / P.O. Box 395	Sykesville	21784	F.A. Casey Campbell 410-781-4457
ECI	Eastern Correctional Institution	30420 Revells Necks Road	Westover	21890	Chief Maycock 410-845-4105
ECI-A	Eastern Correctional Institution – Annex	30420 Revells Necks Road	Westover	21871	F.A. Daryl Webster 410-845-4040
EPRU	Eastern Pre-Release Unit	700 Flat Iron Square Road / P.O. Box 122	Church Hill	21623	F.A. Robert McKenzie 410-810-5414
JCI	Jessup Correctional Institution	P.O. Box 534	Jessup	20794	Chief Allen Gang 410-540-6431
JPRU	Jessup Pre-Release Unit	2000 Toulson Road / P.O. Box 536	Jessup	20794	F.A. Michelle Jones 410-540-2710
MCAC	Maryland Correctional Adjustment Center (to be renamed)	401 East Madison Street	Baltimore	21202	Chief Vivian Presbury 410-625-5218
MCI-H	Maryland Correctional Institution – Hagerstown	18601 Roxbury Road	Hagerstown	21746	Chief George Morris 240-420-1302
MCIJ	Maryland Correctional Institution – Jessup	P.O. Box 549	Jessup	20794	Chief Carlos Bivens 410-540-6725
MCIW	Maryland Correctional Institution – Women	7943 Brockbridge Road / P.O. Box 535	Jessup	20794	Chief Cynthia Briscoe 410-379-3804
MCTC	Maryland Correctional Training Center	18800 Roxbury Road	Hagerstown	21746	Chief Steven Myers 240-420-1403
MRDCC	Maryland Reception Diagnostic Classification Center	550 East Madison Street	Baltimore	21202	Chief L. Johnson 410-878-4111
MTC	Metropolitan Transition Center	954 Forrest Street	Baltimore	21202	Chief Rory Jones 410-230-1405
NBCI	North Branch Correctional Institution	14100 McMullen Highway, Southwest	Cumberland	21502	Chief Keith Arnold 301-729-7508
PHPRU	Poplar Hill Pre-Release Unit	24090 Nanticoke Road	Quantico	21856	F.A. Michael King 410-845-4764
RCI	Roxbury Correctional Institution	18701 Roxbury Road	Hagerstown	21746	Chief Dave Wade 240-420-3103
SMPRU	Southern Maryland Pre-Release Unit	P.O. Box 159 / 14320 Oaks Road	Charlotte Hall	20622	F.A. David Towers 301-274-2014
WCI	Western Correctional Institution	13800 McMullen Highway, Southwest	Cumberland	21502	Chief Michael Thomas 301-729-7007

F. A. – Facility Administrator

DIVISION OF PRETRIAL DETENTION AND SERVICES AND PATUXENT COLLECTION SITES

Facility	Address	City	Zip	Contact Person	Phone Number
DPDS	Division of Pretrial Detention and Services				
BCBIC	Baltimore Central Booking and Intake	300 East Madison Street	Baltimore	21202	Sgt. Shenil Buie 410-545-8112
BCDC	Baltimore City Detention Center	401 East Eager Street	Baltimore	21202	Security Chief Marvin Collins 410-209-4309
PRSP	Pretrial Release Services Program	507 Mitchell Courthouse, 100 North Calvert Street	Baltimore	21202	Acting Manager Ramiek James 410-986-5952
		Eastside District Courthouse, 1400 North Avenue	Baltimore	21213	Acting Manager Ramiek James 410-986-5952
		Hargrove Courthouse, 700 East Patapsco Avenue	Baltimore	21225	Acting Manager Ramiek James 410-986-5952

Patuxent Institution

		755 Waterloo Road, P.O. Box 700	Jessup	20794-9783	Denise B. Williams, Administrative Assistant, Psychiatry	410-799-7275
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ATTACHMENT G

Sample/Test Number:	
Donor's Name:	
Donor's SID#	
Donor's DPSCS Control #	
Collector's Name:	
Collection Date:	
Test Date:	
Confirmation Test Date:	
Test Result(s):	

CERTIFICATION OF ANALYSIS

This is to certify that _____ to include its facilities, personnel and procedures, is certified by the Maryland Department of Health and Mental Hygiene—Office of Health Care Quality (DHMH-OHCQ) and has been approved by the Maryland Department of Public Safety and Correctional Services to perform laboratory tests.

The undersigned chemist or analyst certifies that he or she is qualified, under standards approved by the Maryland Department of Health and Mental Hygiene—Office of Health Care Quality, to perform the laboratory test. The undersigned certifies that the above-named donor's specimen was received by the undersigned and was properly tested by him or her under procedures and equipment approved by the Maryland Department of Health and Mental Hygiene—Office of Health Care Quality. The undersigned further certifies that the procedures of the laboratory are reliable.

The undersigned certifies that the laboratory test performed on the specimen received from the above-named donor indicates that the donor used a controlled dangerous substance.

Name of Chemist/Analyst (Print or Type)

Signature of Chemist/Analyst

Date

ATTACHMENT H LIVING WAGE AFFIDAVIT

**Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts**

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement (continued)
Maryland Living Wage Requirements-Service Contracts

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

- ___ All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- ___ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- ___ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

ATTACHMENT I – ELECTRONIC FUNDS TRANSFER (EFT) FORM

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

Date of request _____

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

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

Taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

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

Financial institution information:

Name and address _____

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

ABA number

Account number

Checking Money Market Savings

Account type

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

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

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

(OVER)

