



**STATE OF MARYLAND  
DEPARTMENT OF BUDGET AND MANAGEMENT (DBM)  
INVITATION FOR BIDS (IFB)**

**FORENSIC TOXICOLOGY DRUG TESTING LABORATORY (FTDTL)  
SOLICITATION NUMBER F10B9400033**

**ISSUE DATE: MARCH 19, 2019**

**NOTICE**

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace (eMM) <https://emaryland.buyspeed.com/bsol/> should register on eMM. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO  
RESPOND TO THIS SOLICITATION.**

**NO BID NOTICE/VENDOR FEEDBACK FORM**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title: FORENSIC TOXICOLOGY DRUG TESTING LABORATORY  
Solicitation No: F10B9400033**

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

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

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

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

**STATE OF MARYLAND  
DEPARTMENT OF BUDGET AND MANAGEMENT (DBM)  
KEY INFORMATION SUMMARY SHEET**

<b>Invitation for Bids</b>	Services: Forensic Toxicology Drug Testing Laboratory (FTDTL)
<b>Solicitation Number:</b>	F10B9400033
<b>IFB Issue Date:</b>	March 19, 2019
<b>IFB Issuing Office:</b>	Department of Budget and Management (DBM)
<b>Procurement Officer:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Mike Yeager 45 Calvert Street, Room No.144 Annapolis, MD 21401 Mike.yeager@maryland.gov (410) 260-6014
<b>Bids are to be sent to:</b>	45 Calvert Street, Room No.144 Annapolis, MD 21401 <b>Attention: Mike Yeager / Procurement Officer</b>
<b>Pre-Bid Conference:</b>	April 4 <sup>th</sup> , 2019, 10:00 am Local Time 100 Community Place, Conference Room #B Crownsville, MD, 21032 See <b>Attachment A</b> for instructions.
<b>Questions Due Date and Time</b>	April 11 <sup>th</sup> , 2019, 2:00 pm Local Time
<b>Bid Due (Closing) Date and Time:</b>	April 18 <sup>th</sup> , 2019, 2:00 pm Local Time Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>page iv</b> ).
<b>Public Bid Opening Date, Time and Location</b>	April 18 <sup>th</sup> , 2019, 2:30 pm Local Time 45 Calvert Street, Conference Room 164 Annapolis, MD 21401 <b>Attention: Mike Yeager / Procurement Officer</b>
<b>MBE Subcontracting Goal:</b>	There is no MBE Goal associated with this procurement.
<b>VSBE Subcontracting Goal:</b>	There is no VSBE Goal associated with this procurement.
<b>Contract Type:</b>	Indefinite Quantity with Firm Fixed Unit Prices per COMAR 21.06.03.06
<b>Contract Duration:</b>	Base period of performance is for five (5) years.

<b>Primary Place of Performance:</b>	As proposed by Bidder.
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	No

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## **1 Minimum Qualifications**

### **1.1 Bidder Minimum Qualifications**

To be considered reasonably susceptible of being selected for award, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

1.1.1 The Bidder shall have:

- a. A Maryland State Clinical Laboratory License issued by the Maryland Department of Health, Office of Health Care Quality (MDH-OHCQ); and
- b. Substance Abuse & Mental Health Services Administration of the U.S. Department of Health & Human Services (SAMHSA) Certification; and
- c. Clinical Laboratory Improvements Act of 1988 Certification (CLIA).

1.1.2 As proof of meeting these requirements, the Bidder shall provide with its Bid:

- a. Its current Maryland State Clinical Laboratory License issued by the Maryland Department of Health, Office of Health Care Quality (MDH-OHCQ) *or* proof of submission of the application for Licensure to MDH-OHCQ dated no later than the due date for receipt of bids (See Key Information Summary Page). The Bidder selected as the recommended Awardee must provide a copy of its License issued by MDH-OHCQ to the Procurement Officer within ten (10) Business Days of the notification of recommendation for Contract award;
- b. SAMHSA certification; and
- c. CLIA certification

The application for the Maryland State Clinical Laboratory License, Laboratory Licensing Change and Renewal forms in addition to the list of Frequently Asked Questions (FAQ's) can be found here: <https://health.maryland.gov/ohcq/Labs/Pages/Licensure.aspx>

For labs submitting a request for a new license, once you have navigated to the above page, the specific pdf file you must click on for the application for the Maryland State Clinical Laboratory License is titled, "[Maryland State Compliance Application](#)".

Additionally, for more information pertaining to the licensing process for the State of Maryland, you may contact, the Coordinator for Laboratory Licensing & Surveying Office of Health Care Quality, [paul.celli@maryland.gov](mailto:paul.celli@maryland.gov)



**2 Contractor Requirements: Scope of Work**

**2.1 Summary Statement**

- 2.1.1 The Department is issuing this IFB to procure the services defined in this Section 2, as specified in this IFB, from a contract between the successful bidder(s) and the Department of Budget and Management. The service is, Forensic Toxicology Drug Testing Laboratory Services (FTDTL).
- 2.1.2 It is the State's intention to obtain goods and services, as specified in this IFB, from a Contract between the selected Bidder and the State.
- 2.1.3 The Department intends to make a single award for the work under this IFB. See IFB **Section 4.9 Award Basis** for more Contract award information.
- 2.1.4 A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 Maryland State and local entities as defined in Finance and Procurement §13-110(a) and nonprofit entities within the State of Maryland may purchase from the Contractor goods or services covered by the Contract at the same prices chargeable to the State. All such purchases by non-executive branch entities, non-State governments, government agencies or nonprofit entities:  
Shall constitute Contracts between the Contractor and that entity;  
Shall not constitute purchases by the State or State agencies under the Contract;  
Shall not be binding or enforceable against the State; and  
May be subject to other terms and conditions agreed to by the Contractor and the purchaser.
- 2.1.6 All Contract prices, terms, and conditions must be provided to any Maryland local government or nonprofit entity requesting services under the Contract. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

**2.2 Background and Purpose**

The State is issuing this solicitation for the purposes of testing employees and applicants for the illegal use of drugs in the following situations: random, reasonable suspicion, pre-employment, incident triggered, disclosure of illegal use of drugs, disclosure of participation in rehabilitation program, disclosure of arrest for controlled dangerous substance offense, after rehabilitation and as a result of certain personnel actions. The State currently has a Contract in place which provides for Statewide specimen collection for all State agencies except those covered by the U.S. Department of Transportation drug testing requirements. The Contract resulting from this IFB will be for FTDTL services. The Contractor shall provide all labor, materials, shipping expenditures, and equipment necessary for the lab testing of specimens collected from the State-designated collection sites (Appendix 3) via the Collection Contractor to the FTDTL.

Historically, the number of specimens collected under the prior Contract averaged **3716 per year or 309 per month**. These figures are estimates, based on the number of collections per year over the past three years of the prior Contract. These estimates are not to be construed as guarantees of the number of yearly or monthly collections and resulting lab tests that may occur under the duration of this Contract. Over a three year period, there have been as few as 144 and as many as 600 collections per month. Appendix 4

provides detailed information on the State's drug testing history from January 1, 2015 to December 31, 2017.

### 2.2.1 General Requirements

The laboratory shall be SAMHSA certified and adhere to the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Appendix 6), as well as future revisions thereof.

Maryland law requires all laboratories (in State and out-of-State) to hold a permit issued by the MDH-OHCQ. Laboratories must be in compliance with all applicable Federal, State and local licensure, certification, accreditation, and other standards and requirements for the jurisdiction in which the laboratory is located.

Laboratories must maintain CLIA certification for all clinical laboratory services performed on behalf of the State. If the Contractor's laboratory is located outside of the State of Maryland, the Contractor's CLIA Certification from its home state shall be submitted. The certification shall include a list of the laboratory specialties/subspecialties in which the Contractor is certified to perform and the effective date of each specialty code. If the Contractor's laboratory is located within Maryland, a CLIA Certification issued by the State of Maryland is required

The Laboratory shall maintain all required permits and certifications throughout the duration of this Contract. The Contractor shall submit copies of permits and certificates to the Contract Manager annually by the contract award date.

### 2.2.2 Lab Testing Requirements

2.2.2.1 Each specimen shall be tested for seven drugs: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, opiates and phencyclidine.

Initial screening shall be for the following drugs or metabolites at the following cut-off levels (nanogram per milliliter):

<u>INITIAL TEST</u>	<u>LEVEL (ng/ml)</u>
Amphetamines	1000
Barbiturates	200
Benzodiazepines	200
Cocaine metabolites	300
Marijuana metabolites	50
Opiate metabolites	300
Phencyclidine	25

Initial screenings shall use an immunoassay method which meets the U.S. Food and Drug Administration requirements for commercial distribution. Threshold values and types of tests utilized are potentially subject to change to ensure compliance with the Drug Testing Guidelines and/or at the discretion of the MRO.

Confirmation testing of those samples that screen positive at or above the specified cut-off levels shall be performed by GC/MS at the following cut-off levels (nanogram per milliliter):

2.2.2.2 CONFIRMATION TEST	<u>LEVEL (ng/ml)</u>
<b>Amphetamines</b>	
Amphetamine - must contain amphetamine at concentration of 200 ng/ml or more	500
Methamphetamine – must contain amphetamine at concentration of 200 ng/ml or more	500
6-Acetylmorphine – must test for 6-AM when morphine concentration exceeds 2,000 ng/ml	10
<b>Barbiturates</b>	200
Amobarbital	
Butalbital	
Pentobarbital	
Phenobarbital	
Secobarbital	
<b>Benzodiazepines</b>	100
Alprazolam	
Hydroxyethylflurazepam	
Oxazepam	
Temazepam	
Triazolam	
<b>Cocaine metabolite (benzoylecognine)</b>	150
<b>Marijuana metabolite</b>	15
Delta-9-tetrahydrocannabinol-9-carboxylic acid	
<b>Opiates</b>	300
Codeine	
Morphine	
<b>Phencyclidine</b>	25

The FTDTL Contractor shall follow the latest Drug Testing Guidelines (Appendix 6) for testing and reporting of specimen validity and suggestion of adulteration.

### 2.2.3 Reporting Requirements

All reporting deliverables shall be provided to the State under this Contract, free of typographical errors and other product quality issues (i.e.: missing data). The State reserves the right to

edit/change any and all reporting formats. The Contractor is not entitled to any additional payment due to any such change.

#### 2.2.3.1 Laboratory Reports

The FTDTL Contractor shall submit all lab reports to the Contract Manager or authorized designee within one (1) business day of the completion of all required testing in a secured electronic mail format. The form and format shall be approved by the Contract Manager prior to any submissions

If the Contract Manager or authorized designee requests edits, Contractor shall provide a revised laboratory report within one business day to the requester with copy to the Contract Manager. All revised laboratory reports shall include a notation of edit details.

The required due dates may be extended on a case-by-case basis, and for unusual circumstances, at the discretion of the MRO and/or the Contract Manager.

The lab reports must reflect the results of all tests conducted by the laboratory, including tests for those samples that screen positive but do not confirm at the above-specified cut-off levels during the GC/MS process. The lab reports must include client name, MRO, State's site location code, specimen collector name, phone number, specimen identification, donor identification, donor unique identification number, test reason, test type (i.e. urine) collection date, FTDTL Contractor specimen date of receipt, FTDTL Contractor report date, FTDTL Contractor lab sample identification number, and FTDTL Contractor printed and signed chemist/analyst name. The lab reports must also contain information on the creatinine and specific gravity measurements of each specimen tested in accordance with SAMHSA guidelines.

All confirmed test results shall be reported as positive with the numerical values printed on the report. In addition, the FTDTL Contractor shall provide the Contract Manager with a copy of the CCF signed by the certifying scientist for each confirmed positive test result within two (2) business days of test completion.

If the Contractor provides the CCF signed by the certifying scientist for positive results more than two (2) business days from the completion of all required testing, then the Contractor shall have forfeited, waived, and surrendered its right to demand, receive, or retain any fee, charge, or other compensation or payment in relation to its receipts, handling testing, or reporting test results of such sample.

Laboratory reports shall be submitted using a secure web based file transfer solution provided by DBM. This will provide end-to-end file encryption without end-user involvement or third party encryption programs. No additional charges or licensing will be required for authorized end users accessing the secure file transfer application from the Internet.

#### 2.2.3.2 Statistical Reports

The Contractor shall submit statistical reports by the 25<sup>th</sup> of each month for the previous month, quarter and contract year. The reports shall be submitted electronically to the Contract Manager or authorized designee in the form and format as approved by the Contract Manager. The reports shall include at minimum:

2.2.3.3 Total number of samples tested;

- a. Number of positive results by drug;
- b. Number of rejected samples (i.e.: dilution, insufficient quantity, evidence of tampering, shipping, other);
- c. Number of samples that are positive for more than one drug; notation of said drugs
- d. Total percentage of samples that yields positive;
- e. Total percentage of samples that yields an initial positive;
- f. Total percentage of samples that yields positive during confirmatory GC/MS process;
- g. Total percentage of samples that yields positive per drug; and
- h. Total percentage of samples that yields positive for more than one drug

2.2.3.4 Error Reports

The Contractor shall document lab reports submitted to the State with typographical and/or missing information. The Contractor shall submit error reports by the 25<sup>th</sup> of each month for the previous month, quarter and contract year. The reports shall be submitted electronically to the Contract Manager in the form and format as approved by the Contract Manager. The reports shall include at minimum:

- a. Specimen ID;
- b. Error Type (i.e.: Test Reason, Location, Unique Identifier, Test Type, Collected Date, Donor ID, Agency Code, Collector, Date Received);
- c. Notification if error resulted by FTDTL or CCF;
- d. Total lab reports submitted;
- e. Total errors;
- f. Total errors by type;
- g. Percentage of errors; and
- h. Percentage of errors by type.

2.2.4 Specimen Retention After Primary Testing

The Contractor shall retain a specimen that was reported with positive, adulterated, substituted, or invalid results for a minimum of one year.

The Contractor shall keep such specimens in a secure, long-term, frozen storage in accordance with U.S. Department of Health and Human Services requirements.

Within one-year period, the MRO, the employee, or the Contract Manager may request in writing that the Contractor retains a specimen for an additional period of time (i.e.: for the purpose of preserving evidence for litigation or a safety investigation).

2.2.5 Reconfirmation Testing

When requested by the MRO, reconfirmation testing of a sample previously reported as positive shall be conducted following the same testing procedure at the State's expense.

When requested by the MRO, reconfirmation testing of a specific panel (i.e.: D and L Isomer for Methamphetamines) previously reported as a positive shall be conducted at the State's expense.

On behalf of the donor, the Contract Manager or authorized designee shall request reconfirmation testing of a sample previously reported as positive shall be conducted following the same testing procedure at the donor's expense.

The donor shall pay the FTDTL Contractor directly for any incurred shipping costs. Within twenty-four hours of remittance payment, the Contractor shall provide MRO information; sufficient sample or aliquots to the U.S. Department of Health and Human Services certified laboratory selected by the donor. The certified laboratory will submit the results via a secured transmission to the MRO.

#### 2.2.6 Record Retention

2.2.6.1 The Contractor shall maintain all records for a minimum of five years from the expiration of the contract unless advised otherwise by the Procurement Officer.

2.2.6.2 All records are subject to the Federal Privacy Act, 5 USC 552a, and other applicable Federal and State laws and regulations and shall be maintained and handled with the highest regard for donor privacy. No records or documents shall be released without the prior written approval of the Contract Manager unless such release is specifically provided for herein.

#### 2.2.7 Responsibility for CCFs and Shipping Costs

The FTDTL Contractor shall provide CCFs to the Collection Contractor and shall ensure that the Collection Contractor has an adequate supply of CCFs at all times. The FTDTL Contractor shall also provide to the Collection Contractor an adequate supply of urine collection kits. These kits shall contain single-use containers with snap-on lids. The kits shall include all supplies specified in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Appendix 6). The FTDTL Contractor shall be responsible for all shipping costs and expenses associated with the delivery of CCFs and urine collection kits. The FTDTL Contractor shall provide tracking information to the Contract Manager and Specimen Collection Contractor within three (3) business days of written request.

The FTDTL Contractor shall secure the services of a national priority delivery service to ensure availability of delivery service drop boxes in close proximity to the various collection sites used by the State (Appendix 3). The FTDTL Contractor shall be responsible for all shipping costs and attendant expenses associated with the delivery of all urine specimens collected by the Collection Contractor to the FTDTL. The FTDTL Contractor shall be responsible for all costs associated with procuring a national priority delivery service.

#### 2.2.8 Access to Technical Staff

The FTDTL Contractor shall make available the individual responsible for day-to-day management of the FTDTL or other employee who is a forensic toxicologist or who has equivalent forensic experience in urine drug testing to consult with the MRO to determine whether positive findings may be justified by physical conditions, prescription drugs or other legal explanations.

#### 2.2.9 Release of Records

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

### 2.3.0 Laboratory Ratings and Inspections

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

### 2.3.1 Contractor Testimony

The FTDTL Contractor shall provide the MRO with the appropriate litigation package (lab CCF, MRO CCF and lab report signed by the certifying scientist) for contested positive results within two (2) business days of a written request by the Contract Manager,

Upon written request by the Contract Manager or the MRO, the FTDTL Contractor shall make laboratory personnel available to provide a deposition or testimony and documentation as required in support of any administrative and/or court actions. The laboratory personnel shall be required to provide the deposition or testimony by telephone, video conferencing or through sworn affidavit, as specified by the State. No person provided for deposition or testimony shall have been convicted of perjury or any felony crime.

Preparation time for any approved personnel providing testimony shall be factored into the Contractor's Bid within the hourly rate for expert testimony line as provided for on the Bid Price Sheet (Attachment B). A fully loaded hourly rate shall be submitted. When this service is requested by the State, reasonable documentation for the nature and rationale for the preparation by each approved person shall be submitted to the Contract Manager. Historically, according to DBM records, since 1999 there has only been one (1) occurrence where the State required this service. The historical reference provided is not to be construed as a guarantee or an indication of what may occur under the duration of this Contract.

Reimbursement for travel costs or travel time will not be allowed and only the actual hours of testimony may be billed.

### 2.3.2 State Personnel

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



**3 Contractor Requirements: General**

**3.1 Contract Initiation Requirements**

- A. Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the Contractor shall furnish an updated Project Schedule describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's solution. End of Contract Transition
- 3.1.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 30 days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
- A. Provide additional services and support as requested to successfully complete the transition;
  - B. Maintain the services called for by the Contract at the required level of proficiency;
  - C. Provide updated System Documentation (see Appendix 1), as appropriate; and
  - D. Provide current operating procedures (as appropriate).
- 3.1.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Manger. The Contract Manager may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.
- 3.1.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Manager.
- 3.1.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
- A. The Contractor shall provide a draft Transition-Out Plan 60 Business Days in advance of Contract end date.

The Transition-Out Plan shall address at a minimum the following areas:

- 1) Any staffing concerns/issues related to the closeout of the Contract;
- 2) Communications and reporting process between the Contractor, the Department > and the Contract Manager;
- 3) Security and system access review and closeout;
- 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
- 5) Any final training/orientation of Department staff;
- 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
- 7) Knowledge transfer, to include:
  - a) A working knowledge of the current system environments;



- b) Review with the Contract Manager the procedures and practices that support the business process and current system environments;
  - c) Working knowledge of all technical and functional matters associated with the solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
  - d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
- 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
- 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.

The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Manager.

The Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the Contract Manager as of the final date of transition, but no later than the final date of the Contract.

## **3.2 Invoicing**

### **3.2.1 General**

- a) The Contractor shall send OR e-mail the original of each invoice and signed authorization to invoice to the Contract Manager.
- b) All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- c) An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
  - 1. Contractor name and address;
  - 2. Remittance address;
  - 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - 4. Invoice period (i.e. time period during which services covered by invoice were performed);
  - 5. Invoice date;
  - 6. Invoice number;
  - 7. State assigned Contract number;
  - 8. State assigned (Blanket) Purchase Order number(s);
  - 9. Goods or services provided;

10. Amount due;
11. Any additional documentation required by regulation or the Contract. For this Contract additional documentation includes:
  1. Unit price, quantity and total price for Laboratory GC/MS confirmations;
  2. Unit price, quantity and total price for expert preparation and testimony;
  3. Revised Invoice date (i.e. resubmitted invoices with edits), if applicable;
  4. Agency name and appropriation code.
- d) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- e) Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- f) The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- g) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

### 3.2.2 Invoice Submission Schedule

The Contractor is responsible for billing DBM in a timely and accurate manner, no later than the 15<sup>th</sup> of the month for the preceding calendar month, in accordance with this section and the attached Contract.

### 3.2.3 For the purposes of the Contract an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or

- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.2.4 No Travel Reimbursement

Travel will not be reimbursed under this IFB.

### **3.3 Liquidated Damages**

3.3.1 MBE Liquidated Damages

Inapplicable because there is no MBE goal for this IFB.

3.3.2 Liquidated Damages other than MBE

This Section is Inapplicable to this IFB.

### **3.4 Disaster Recovery and Data**

The following requirements apply to the Contract:

3.4.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the IFB, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
  - 1) The Contractor shall furnish a DR site.
  - 2) The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

### 3.4.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
- 1) perform a full or partial import/export of State data within 24 hours of a request; or
  - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

### 3.4.3 Data Ownership and Access

Data, databases and derived data products created, collected, manipulated, or directly purchased as part of an IFB are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.

The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.

At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

- 3.4.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

## **3.5 Insurance Requirements**

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 3.5.1 The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
  - B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.

- C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland Department of Budget and Management should be added as a “loss payee.”
  - D. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
  - E. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.5.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.
  - 3.5.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
  - 3.5.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
  - 3.5.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Manager.
  - 3.5.6 The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Manager with the same documentation as is required of the Contractor.

### **3.6 Security Requirements**

The following requirements are applicable to the Contract:

#### **3.6.1 Employee Identification**

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.

- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

### **3.6.2 Security Clearance / Criminal Background Check**

- A. A criminal background check for any Contractor Personnel providing any services shall be completed prior to each Contractor Personnel providing any services under the contract.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- C. The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this IFB for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- D. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Manager. The Contract Manager reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Manager as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

### **3.6.3 Data Collection and Controls**

The FTDTL Contractor is responsible for following HIPAA Privacy and Security Rules and maintaining reasonable and appropriate administrative, technical, and physical safeguards with regard to the sending and receiving of all information required under the Contract to be awarded under this IFB. The contractor must follow minimum necessary HIPAA requirements as defined by the U.S. Department of Health and Human Services at <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/minimumnecessary.html>

Data formatting for transmission shall be by a comma-delimited text file. The FTDTL Contractor should contact the Contract Manager to obtain any necessary information to ensure that systems and reporting processes maintain capability for State use and access. The Contract Manager shall notify the FTDTL Contractor of any changes that affect these capabilities. If file transmission specifications change, specific file layout specifications, as well as any additional file transfer processes, will be furnished by the State. If normal data transmission is interrupted or not available for any reason, the FTDTL Contractor shall ensure that all available data is secured on a CD-R disk and submitted to the Contract Manager by USPS overnight mail with signature confirmation. The data will be secured on the CD-R disk using the latest encryption technology available (Minimum of AES 128 encryption). The requirements for encrypting information will be updated periodically per the State's Guidelines and standards as referenced above. The FTDTL Contractor shall immediately notify the Contract Manager of any such situation and shall provide the Contract Manager with detailed information on the resumption of normal submission of data, as specified by the Contract Manager.

## **3.7 Problem Escalation Procedure**

- 3.7.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address

problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

- 3.7.2 The Contractor shall provide contact information to the Contract Manager, as well as to other State personnel as directed should the Contract Manager not be available.
- 3.7.3 The Contractor shall provide the PEP no later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- A. The process for establishing the existence of a problem;
  - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
  - C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
  - D. Expedited escalation procedures and any circumstances that would trigger expediting them;
  - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
  - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
  - G. A process for updating and notifying the Contract Manager of any changes to the PEP.

3.7.4 Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

### **3.8 SOC 2 Type 2 Audit Report**

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

### **3.9 Minority Business Enterprise (MBE) Reports**

There is no MBE subcontractor participation goal for this procurement.

### **3.10 Veteran Small Business Enterprise (VSBE) Reports**

There is no VSBE participation goal for this procurement.

### **3.11 Work Orders**

This section is inapplicable to this IFB.

### **3.12 Additional Clauses**

#### **3.12.1 No-Cost Extensions**



In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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## **4 Procurement Instructions**

### **4.1 Pre-Bid Conference**

- 4.1.1 A pre-Bid conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Bids. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a bidder's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 4.2.1 eMM).
- 4.1.6 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.7 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Bid Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.

### **4.2 eMaryland Marketplace (eMM)**

- 4.2.1 eMM is the electronic commerce system for the State of Maryland. The IFB, Conference summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMM.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

### **4.3 Questions**

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (F10B9400033 - FORENSIC TOXICOLOGY DRUG TESTING LABORATORY), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments, and posted on eMM.

- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

#### **4.4 Procurement Method**

A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

#### **4.5 Bid Due (Closing) Date and Time**

- 4.5.1 Bids, in the number and form set forth in **Section 5 Bid Format**, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Bids.
- 4.5.6 Bids may not be submitted by e-mail or facsimile. Bids will be opened publicly at the date and time indicated on the Key Information Summary Sheet.
- 4.5.7 Potential Bidders not responding to this solicitation are requested to submit the “No Bid Notice/Vendor Feedback” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

#### **4.6 Multiple or Alternate Bids**

Multiple or alternate Bids will not be accepted.

#### **4.7 Receipt, Opening and Recording of Bids**

- 4.7.1 Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- 4.7.2 Bids shall be opened publicly, at the time, date and place designated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of bid opening.

#### **4.8 Confidentiality of Bids / Public Information Act Notice**

- 4.8.1 The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4.

This information should be identified by page number and placed in the Transmittal Letter with the Bid.

- 4.8.2 The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.
- 4.8.3 For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

#### **4.9 Award Basis**

- 4.9.1 A Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable bid price or most favorable evaluated bid price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. See IFB Section 6 for Bid evaluation and award information.
- 4.9.2 Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such

#### **4.10 Tie Bids**

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

#### **4.11 Duration of Bids**

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

#### **4.12 Revisions to the IFB**

- 4.12.1 If the IFB is revised before the due date for Bids, the Department shall post any addenda to the IFB on eMM and shall endeavor to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMM for any addenda issued prior to the submission of Bids.
- 4.12.2 Bidders shall acknowledge the receipt of all addenda to this IFB issued before the Bid due date.
- 4.12.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

#### **4.13 Cancellations**

- 4.13.1 The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.
- 4.13.2 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.3 If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

#### **4.14 Incurred Expenses**

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

#### **4.15 Protest/Disputes**

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

#### **4.16 Bidder Responsibilities**

- 4.16.1 Bidders must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this IFB (see **Section 4.26** “MBE Participation Goal” and **Section 4.27** “VSBE Goal”).
- 4.16.3 If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder’s experience and qualifications. Instead, the Bidder’s responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

#### **4.17 Acceptance of Terms and Conditions**

By submitting a Bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached hereto as Attachment M. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

#### **4.18 Bid/Proposal Affidavit**

A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB.

#### **4.19 Contract Affidavit**

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

#### **4.20 Compliance with Laws/Arrearages**

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each 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 shall not become so in arrears during the term of the Contract if selected for Contract award.

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

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Bidder complete registration prior to the Bid due date and time. The Bidder’s failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

#### **4.22 False Statements**

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

- 4.22.1 In connection with a procurement contract a person may not willfully:
- A. Falsify, conceal, or suppress a material fact by any scheme or device.
  - B. Make a false or fraudulent statement or representation of a material fact.
  - C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

- 4.22.2 A person may not aid or conspire with another person to commit an act under Section 4.22.1.
- 4.22.3 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 (5) years or both.

#### **4.23 Payments by Electronic Funds Transfer**

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

- 4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:  
[http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

#### **4.24 Prompt Payment Policy**

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at:  
<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

#### **4.25 Electronic Procurements Authorized**

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer,



specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bs/>), and electronic data interchange.

4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., IFB § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

- A. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
  - 1) The IFB;
  - 2) Any amendments;
  - 3) Pre-Bid conference documents;
  - 4) Questions and responses;
  - 5) Communications regarding the solicitation or Bid to any Bidder or potential Bidder;
  - 6) Notices of award selection or non-selection; and
  - 7) The Procurement Officer's decision on any Bid protest or Contract claim.
- B. The Bidder or potential Bidder may use e-mail to:
  - 1) Ask questions regarding the solicitation;
  - 2) 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 and;
  - 3) Submit a "No Bid Notice/Vendor Feedback Form" to the IFB.
- C. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.

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

- A. Submission of initial;
- B. Filing of bid protests;
- C. Filing of Contract claims;
- D. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
- E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

4.25.6 Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Manager.

#### **4.26 MBE Participation Goal**

There is no MBE subcontractor participation goal for this procurement.

#### **4.27 VSBE Goal**

There is no VSBE participation goal for this procurement.

#### **4.28 Living Wage Requirements**

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Bidders must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Bids. If the Bidder fails to complete and submit the required documentation, the State may determine the Bidder to not be responsible under State law.
- D. 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 a Tier 2 Area of the State. 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.
  - 1) The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter "1" or "2," depending on where the majority of the service recipients are located) Contract.
  - 2) The Contract 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, including the location(s) from which 50% or more of the Contract services will be provided.



- 3) 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.
  - 4) 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.
- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- F. The Bidder shall identify in the Bid the location from which services will be provided.

**NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change. The Contractor shall be responsible for any wage/rate increase during the term of the Contract and such increase may not be passed on to the State.

#### **4.29 Federal Funding Acknowledgement**

This Contract does not contain federal funds.

#### **4.30 Conflict of Interest Affidavit and Disclosure**

- 4.30.1 The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Bid.
- 4.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under OR individual Task Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4 Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.”

#### **4.31 Non-Disclosure Agreement**

##### **4.31.1 Non-Disclosure Agreement (Bidder)**

A Non-Disclosure Agreement (Bidder) is not required for this procurement.

##### **4.31.2 Non-Disclosure Agreement (Contractor)**

A Non-Disclosure Agreement (Contractor) is not required for this procurement.

#### **4.32 HIPAA - Business Associate Agreement?**

A HIPAA Business Associate Agreement is not required for this procurement.

**4.33 Nonvisual Access**

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

**4.34 Mercury and Products That Contain Mercury**

This solicitation does not include the procurement of products known to likely include mercury as a component.

**4.35 Location of the Performance of Services Disclosure**

This solicitation does not require a Location of the Performance of Services Disclosure.

**4.36 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

**4.37 Small Business Reserve (SBR) Procurement**

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

**4.38 Maryland Healthy Working Families Act Requirements**

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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## 5 Bid Format

### 5.1 One Part Submission

Each Bidder shall submit its Bid with all Required Bid Submissions (see IFB Section 5.4) in a single sealed package.

### 5.2 Labeling

Each Bidder shall label the sealed Bid with the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

### 5.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form. The Bidder shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Form. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

### 5.4 Required Bid Submission

A Bidder shall include the following with its Bid:

- 5.4.1 **Bidder Information Sheet** (see **Appendix 2**)
- 5.4.2 **Acknowledgement** of all addenda to this IFB.
- 5.4.3 **Minimum Qualifications Documentation.** The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in **IFB Section 1**. If references are required in **IFB Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1**.
- 5.4.4 **Completed Required Attachments.** Submit three (3) copies of each with original signatures:
  - 1) Completed Bid Form (**Attachment B**).
  - 2) Completed Bid Affidavit (**Attachment C**).
  - 3) Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**).
- 5.4.5 **Additional Document \*If Required.** Submit three (3) copies of each with original signatures, if required. \*See appropriate IFB section to determine whether the document is required for this procurement.
  - 1) A Signed Statement from the Bidder's Parent Organization Guaranteeing Performance of the Bidder. \*see **IFB section 4.16**
  - 2) Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) \*see **IFB section 4.26**
  - 3) Completed Federal Funds Attachment (**Attachment G**) \*see **IFB section 4.29**
  - 4) Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**) \*see **IFB section 4.30**
  - 5) Completed Mercury Affidavit (**Attachment K**) \*see **IFB section 4.34**

- 6) Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) \*see IFB section 4.27
- 7) Completed Location of the Performance of Services Disclosure (**Attachment L**) \*see IFB section 4.35.

5.4.6 **References.** At least three (3) references are requested from customers who are capable of documenting the Bidder's ability to provide the goods and services specified in this IFB. References used to meet any Minimum Qualifications (see IFB **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Bidder. Points of contact must be accessible and knowledgeable regarding Bidder performance.

5.4.7 **List of Current or Prior State Contracts.** Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and e-mail address); and
- 6) 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.

Information obtained regarding the Bidder's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Bidder and considered as part of the experience and past performance evaluation criteria of the IFB.

5.4.8 **Financial Capability.** The Bidder must include in its Bid a commonly-accepted method to prove its fiscal integrity. If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;

- 4) Evidence of a successful financial track record; and
  - 5) Evidence of adequate working capital.
- 5.4.9 **Certificate of Insurance.** The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Bid submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.
- 5.4.10 **Subcontractors.** The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this IFB.
- 5.4.11 **Legal Action Summary.** This summary shall include:
- A. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
  - B. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
  - C. A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
  - D. In instances where litigation is ongoing and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

## **5.5 Delivery**

- 5.5.1 Bidders may either mail or hand-deliver Bids.
- 5.5.2 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail or another form for which both the date and time of receipt can be independently verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and a Bidder using first class mail will not be able to prove a timely delivery at the mailroom.
- 5.5.3 Hand-delivery includes delivery by commercial carrier acting for the Bidder. For any type of direct (non-mail) delivery, a Bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

## **5.6 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- A. Signed contract (Attachment M),

- B. Completed Contract Affidavit (Attachment N),
- C. Completed MBE Attachments D-2 and D-3A and B, within ten (10) Business days, if applicable; see IFB Section 4.26,
- D. MBE waiver justification within ten (10) Business days (see MBE Waiver Guidance and forms in Attachments D-1B and D-1C), if a waiver has been requested (if applicable; see IFB Section 4.26),
- E. Completed VSBE Attachment E-2, if applicable see IFB Section 4.27,
- F. Signed Non-Disclosure Agreement (Attachment I), if applicable; see IFB Section 4.31,
- G. Signed HIPAA Business Associate Agreement (Attachment J), if applicable; see IFB Section 4.32,
- H. Completed DHR Hiring Agreement, Attachment O, if applicable see IFB Section 4.36, and
- I. Copy of a current certificate of insurance with the prescribed limits set forth in IFB Section 3.1 "Insurance Requirements," listing the State as an Additional Insured, if applicable; see IFB Section 3.1.

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**6 Bid Evaluation and Award**

**6.1 Bid Evaluation Criteria**

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.02.13. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the **Attachment B - Bid Form**.

**6.2 Reciprocal Preference**

6.2.1 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. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- a) The Maryland resident business is a responsible Bidder;
- b) The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
- c) The other state gives a preference to its resident businesses through law, policy, or practice; and
- d) The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.2.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

**6.3 Award Determination**

Award will be made to the responsible Bidder who submits to the State the responsive Bid that has the lowest Total Bid Price.

**6.4 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – IFB Attachments and Appendices**.

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**7 IFB ATTACHMENTS AND APPENDICES**

**Instructions Page**

A Bid submitted by the Bidder must be accompanied by the completed forms and/or affidavits identified as “with Bid” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this IFB, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Bid:

1. For e-mail submissions, submit one (1) copy of each with signatures.
2. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: IFB ATTACHMENTS AND APPENDICES**

<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Yes	Before Bid	A	Pre-Bid Conference Response Form
Yes	With Bid	B	Bid Instructions and Form
Yes	With Bid	C	Bid/Proposal Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
Yes	With Bid	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
Yes	5 Business Days after recommended award	M	Sample Contract (included in this IFB)
Yes	5 Business Days after recommended award	N	Contract Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf</a> )
<b>Appendices</b>			



<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Yes	n/a	1	Abbreviations and Definitions (included in this IFB)
Yes	With Bid	2	Bidder Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OffereorInformationSheet.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OffereorInformationSheet.pdf</a> )
<b>Additional Submissions</b>			
<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Document Name</b>
Yes	5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.5</b> ); 1 copy
Yes	10 Business Days after recommended award		PEP; 1 copy

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**Attachment A. Pre-Bid Conference Response Form**

**Solicitation Number F10B9400033**

**FORENSIC TOXICOLOGY DRUG TESTING LABORATORY**

*A Pre-Bid conference will be held on April 4<sup>th</sup>, 2019, 10:00 a.m. Local Time,  
100 Community Place, Crownsville MD, 21032, Conference Room #B.*

Please return this form by March 28th, advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

**Mike Yeager  
DBM  
E-mail: [mike.yeager@maryland.gov](mailto:mike.yeager@maryland.gov)  
Fax #: (410) 974-3274**

Please indicate:

- \_\_\_\_\_ Yes, the following representatives will be in attendance.  
Attendees (Check the IFB for limits to the number of attendees allowed):  
1.  
2.  
3.
- \_\_\_\_\_ No, we will not be in attendance.

**Attachment B. Bid Instructions & Form**

See separate Excel Bid Instructions and Form labeled “Attachment B-- Bid Instructions & Form.xls”.

**Attachment C. Bid/Proposal Affidavit**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).

**Attachment D. Minority Business Enterprise (MBE) Forms**

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

**Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
  - (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dlir.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.



**Attachment G. Federal Funds Attachments**

This solicitation does not include a Federal Funds Attachment.

**Attachment H. Conflict of Interest Affidavit and Disclosure**

This solicitation does not require a Conflict of Interest Affidavit and Disclosure.

**Attachment I. Non-Disclosure Agreement (Contractor)**

This solicitation does not require a Non-Disclosure Agreement.

**Attachment J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment K. Mercury Affidavit**

This solicitation does not include the procurement of products known to likely include mercury as a component.

**Attachment L. Location of the Performance of Services Disclosure**

This solicitation does not require a Location of the Performance of Services Disclosure.

**Attachment M. Contract**

Department of Budget and Management (DBM)  
“FORENSIC TOXICOLOGY DRUG TESTING LABORATORY”  
**F10B9400033**

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between \_\_\_\_\_ (the “Contractor”) [and Parental Guarantor, if applicable] and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT (DBM) or the DEPARTMENT.

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. Definitions**

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

- 1.1 “Bid” means the Contractor’s Bid dated \_\_\_\_\_ (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace vendor ID number is (eMM Number).
- 1.4 “IFB” means the Invitation for Bids for FORENSIC TOXICOLOGY DRUG TESTING LABORATORY, Solicitation # F10B9400033, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.5 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.6 “State” means the State of Maryland.
- 1.7 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.8 Capitalized terms not defined herein shall be ascribed the meaning given to them in the IFB.

**2. Scope of Contract**

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-C, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. 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 Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Bid

- 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 must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

### **3. Period of Performance**

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue for a period of approximately five (5) years ending on or about, July 31, 2024
- 3.2. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.2 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

### **4. Consideration and Payment**

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Bid. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract shall not exceed the Contracted amount.

Contractor shall notify the Contract Manager, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached.



- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by IFB section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

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.

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

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

## **5. Rights to Records**

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this

- Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the 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. Exclusive Use**

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

**7. Patents, Copyrights, and Intellectual Property**

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of

- payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 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 Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

**8. Confidential or Proprietary Information and Documentation**

- 8.1 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 and regulations promulgated pursuant thereto, 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 or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..
- 8.2 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 rightfully 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.

#### **9. Loss of Data**

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **IFB Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in IFB Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **IFB Section 3.7**.

#### **10. Indemnification and Notification of Legal Requests**

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) 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 against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or

performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

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

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, 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.

#### **12. Disputes**

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

#### **13. Maryland Law Prevails**

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

#### **14. 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, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (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.

**15. Contingent Fee Prohibition**

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

**16. Non-Availability of Funding**

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

**17. 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 shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. 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 21.07.01.12A (2).

**19. Delays and Extensions of Time**

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

**20. Suspension of Work**

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

**21. 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.

**22. 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 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 State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**23. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

**24. Retention of Records**

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

## **25. Right to Audit**

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

## **26. Compliance with Laws**

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- 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.

## **27. Cost and Price Certification**

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Bid.



- 27.2 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.

**28. Subcontracting; Assignment**

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

**29. Limitations of Liability**

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
  - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
  - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors are agents of Contractor and Contractor is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

**30. Commercial Nondiscrimination**

- 30.1 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, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise 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.

- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (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 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.
- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

### **31. Prompt Pay Requirements**

- 31.1 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 to the Contractor;
  - (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.
- 31.2 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.
- 31.3 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 **section 31**, 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.
- 31.4 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 MBE program.
- 31.5 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. This verification may include, as appropriate:
    - i. Inspecting any relevant records of the Contractor;
    - ii. Inspecting the jobsite; and
    - iii. Interviewing subcontractors and workers.Verification shall include a review of:
    - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
    - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
  - (b) If the Department determines that the Contractor is not in compliance 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.
  - (c) 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 any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
  - (d) 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.

### **32. Living Wage**

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

**33. Use of Estimated Quantities**

Unless specifically indicated otherwise in the State’s solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

**34. Risk of Loss; Transfer of Title**

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

**35. Effect of Contractor Bankruptcy**

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State’s rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

**36. Miscellaneous**

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

**37. Contract Manager and Procurement Officer**

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Manager may authorize in writing one or more State representatives to act on behalf of the Contract

Manager in the performance of the Contract Manager's responsibilities. The Department may change the Contract Manager at any time by written notice to the Contractor.

- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

**38. 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:

Sherreon Washington  
Office of Personnel Services  
301 W. Preston Street, Room #705  
Baltimore, MD 21111  
Phone Number: (410) 767-8006  
E-Mail: sherreon.washington@maryland.gov

With a copy to:

Mike Yeager  
Department of Budget and Management (DBM)  
45 Calvert Street, Room # 144  
Annapolis, MD 21401  
Phone Number: (410) 260-6014  
E-Mail: mike.yeager@maryland.gov

If to the Contractor:

(Contractor's Name)  
(Contractor's primary address)  
Attn: \_\_\_\_\_

**39. Parent Company Guarantee (If applicable)**

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

**40. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law**

HIPAA clauses do not apply to this Contract.

**41. Limited English Proficiency**

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

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

Contractor: <<Contractor Name>>	State of Maryland Department of Budget and Management DBM
By: <<Contractor Signer>>	By: Marc Nicole Deputy Secretary
Date:	Date:
Witness/Attest:	Witness/Attest:
PARENT COMPANY (GUARANTOR) (if applicable)	
By:	
Date:	
Witness/Attest:	

Approved for form and legal sufficiency  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

[[If this solicitation requires BPW approval keep the text below, otherwise delete it.]]

APPROVED BY BPW: \_\_\_\_\_  
(Date) (BPW Item #)

\_\_\_\_\_

**Attachment N. Contract Affidavit**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.



**Attachment O. DHS Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

## **Appendix 1. – Abbreviations and Definitions**

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

- A. Bid – The Bidder’s Bid.
- B. Bid Price Form or Bid Form - The Attachment B Bid Form.
- C. Bidder – An entity that submits a Bid in response to this IFB.
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. CCF - Custody and Control Form – form provided by the FTDTL that accompanies each specimen and documents chain of custody.
- F. CFR – Code of Federal Regulations.
- G. Collection contractor—The contractor that pursuant to a separate State contract, provides specimen collection; and shipment and delivery of those specimens to the FTDTL
- H. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- I. Contract – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment M**.
- J. Contract Manager – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, managing this Contract to ensure compliance with the terms and conditions of the Contract, managing MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Manager may authorize in writing one or more State representatives to act on behalf of the Contract Manager in the performance of the Contract Manager’s responsibilities. The Department may change the Contract Manager at any time by written notice to the Contractor.
- K. Contractor – The selected Bidder that is awarded a Contract by the State.
- L. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this IFB.
- M. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- N. Department or (DBM)—The Maryland Department of Budget and Management.
- O. Drug Testing Guidelines –Mandatory Guidelines for Federal Workplace Drug Testing Programs published by SAMHSA on October 1, 2017, and any revisions thereof (Attachment S).
- P. eMM – eMaryland Marketplace (see IFB **Section 4.2**).
- Q. FTDTL – Forensic Toxicology Drug Testing Laboratory.
- 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. GC/MS – gas chromatography/mass spectroscopy.
- T. Invitation for Bids (IFB) – This Invitation for Bids issued by the Department of Budget and Management (DBM), with the Solicitation Number **F10B9400033** and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- U. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See IFB **Sections 3.10**.
- V. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- W. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- X. MRO – Medical Review Officer – A Maryland licensed, MRO-certified physician with knowledge of substance abuse disorders who verifies whether drug testing results are positive or negative. The MRO is currently provided to the State by a separate State contract, Project No. 050B6400002.
- Y. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- Z. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- AA. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- BB. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- CC. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- DD. SAMHSA – Substance Abuse & Mental Health Services Administration of the U.S. Department of Health & Human Services
- EE. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of

violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.

- FF. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- GG. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- HH. State – The State of Maryland.
- II. Total Bid Price - The Bidder’s bid price or evaluated bid price for goods and services in response to this solicitation, included in **Attachment B** – Bid Form.
- JJ. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

**Appendix 2. – Bidder Information Sheet**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder\\_OfferorInformationSheet.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf).

**Appendix 3. – Drug Testing Collection Sites**

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

<b><u>CITY</u></b>	<b><u>SITE Number</u></b>	<b><u>AGENCY</u></b>	<b><u>ADDRESS</u></b>	<b><u>PHONE #</u></b>
<b>ANNAPOLIS</b>	0002	Anne Arundel County Health Department	3 Harry S. Truman Parkway	410-222-7134
<b>ANNAPOLIS</b>	0096	Maryland State Police Barrack "J"	610 Taylor Ave & Rowe Ave.	410-267-5800
<b>BALTIMORE</b>	0162	Baltimore Juvenile Justice Center	300 North Gay Street	443-263-8748 443-263-8833
<b>BALTIMORE</b>	0050	Centralized Hiring Unit, Department of Public Safety and Correctional Services	6774-C Reisterstown Road	410-585-3478
<b>BALTIMORE</b>	0151	Institute for Emergency Medical Services Systems	653 West Pratt Street	410-706-3192
<b>BALTIMORE</b>	0149	Department of Juvenile Services	One Center Plaza, 120 West Fayette Street	410-230-3412
<b>BALTIMORE</b>	0103	MD State Police - Barrack "R" (Golden Ring)	8908 Kelso Drive	410-780-2700
<b>BALTIMORE</b>	0122	Medical Services Unit, Dept. of Budget and Management	301 West Preston Street, Room 508	410-767-4627
<b>BALTIMORE</b>	0069	Workforce Technology Center	2301 Argonne Drive	410-554-9393
<b>BALTIMORE</b>	0053	Maryland State Department of Education	200 West Baltimore St.	410-767-0013
<b>BALTIMORE</b>	0052	Military Armory	219 29 <sup>th</sup> Division St.	410-234-3813
<b>BEL AIR</b>	0090	Maryland State Police - Barrack "D" (Bel Air)	1401 Belair Road	410-879-2101
<b>CAMBRIDGE</b>	0008	Dorchester County Health Department	3 Cedar Street	410-901-8124
<b>CAMBRIDGE</b>	0043	Eastern Shore Hospital Center	5262 Woods Road	410-221-2376
<b>CATONSVILLE</b>	0114	RICA - Baltimore	605 S. Chapel Gate Lane	410-368-7700 410-368-7700
<b>CATONSVILLE</b>	0015	Spring Grove Hospital Center	55 Wade Avenue, Preston Building	410-402-7476
<b>CHELTENHAM</b>	0038	Cheltenham Youth Facility	11001 Frank Tippet Road	301-782-2414 301-782-2400
<b>CHESTERTOWN</b>	0175	J. DeWeese Carter Youth Facility	300 Scheeler Road	410-632-0206 (OPTION 6)

<b>COLLEGE PARK</b>	0102	Maryland State Police - Barrack "Q" (College Park)	10100 Rhode Island Avenue	301-345-3101
<b>COLUMBIA</b>	0051	Maryland School for the Deaf - Columbia	8169 Old Montgomery Road	410-696-3031 301-360-2007
<b>COLUMBIA</b>	0017	Howard County Department of Health	8930 Stanford Blvd.	410-313-7524
<b>CUMBERLAND</b>	0182	DJS Youth Center in Cumberland	1 James Day Drive	301-895-5669, 301-722-1632
<b>CUMBERLAND</b>	0089	Maryland State Police - Barrack "C" (Cumberland)	1125 National Highway	301-729-2101
<b>CUMBERLAND</b>	0076	Thomas B. Finan Center	Country Club Road	301-777-2236
<b>CUMBERLAND</b>	0164	Western Correctional Institution	13800 McMullen Highway, SW	301-729-7030
<b>EASTON</b>	0095	Maryland State Police - Barrack "I" (Easton)	7053 Ocean Gateway	410-819-4747
<b>FORESTVILLE</b>	0098	Maryland State Police - Barrack "L" (Forestville)	3500 Forestville Road	301-568-8101
<b>FREDERICK</b>	0170	Department of Juvenile Services in Frederick	801 N. East Street, Suite 3	240-629-3054
<b>FREDERICK</b>	0186	Maryland School for the Deaf - Frederick	400 S.Carroll Street New Elementary Building Nurse's Station-Rm. S145	301-360-2007
<b>FREDERICK</b>	0178	Maryland State Police – Barrack “B”	110 Airport Drive East	301-600-4151
<b>GLEN BURNIE</b>	0101	Maryland State Police – Barrack “P”	6800 Aviation Blvd.	410-761-5130
<b>HAGERSTOWN</b>	0083	Maryland State Police - Barrack "O" (Hagerstown)	18345 Col. Henry K. Douglas Drive	301-739-2101
<b>HAGERSTOWN</b>	0063	Western Maryland Hospital Center	1500 Pennsylvania Avenue	301-745-4693 301-745-4694
<b>HAGERSTOWN</b>	0125	Western Maryland Correctional Hiring Unit	18411 Roxbury Road	301-745-3673 ext 301
<b>JESSUP</b>	0148	Clifton T. Perkins Hospital Center	8450 Dorsey Run Road	410-724-3014
<b>JESSUP</b>	0087	Maryland State Police - Barrack "A" (Waterloo)	7777 Washington Boulevard	410-799-2101
<b>JESSUP</b>	0173	Patuxent Institution	7555 Waterloo Road	410-799-7277 410-799-3317
<b>LAUREL</b>	0124	Waxter Children's Center	375 Red Clay Road	410-230-3412
<b>LEONARDTOWN</b>	0105	Maryland State Police - Barrack "T" (Leonardtown)	23200 Leonard Hall Drive	301-475-8955

**FORENSIC TOXICOLOGY  
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**IFB Document**

<b>NORTH EAST</b>	0104	Maryland State Police Barrack "F"	2433 West Pulaski Highway	410-996-7800
<b>OCEAN CITY</b>	0020	Worcester County Health Department	WACS Center, 11827 Ocean Gateway	410-213-0202
<b>PARKVILLE</b>	0163	Charles H. Hickey, Jr. School	9700 Old Harford Road	410-663-7700
<b>PERRYVILLE</b>	0099	Maryland State Police Barrack "M"	15 Turnpike Dr.	410-537-1150
<b>PIKESVILLE</b>	0068	Maryland State Police (Headquarters)	1201 Reisterstown Road, Building "B"	410-653-8245
<b>PRINCESS ANNE</b>	0195	Maryland State Police - Barrack "X" (Princess Anne)	30581 Perry Road	443-260-3700
<b>ROCKVILLE</b>	0100	Maryland State Police Barrack "N"	7915 Montrose Road	310-424-2101
<b>ROCKVILLE</b>	0116	John L. Gildner RICA	15000 Broschart Road	301-251-6816 301-251-6811
<b>SALISBURY</b>	0161	Deer's Head Center	351 Deer's Head Road	410-543-0161
<b>SALISBURY</b>	0159	Holly Center	926 Snow Hill Road	410-572-6283
<b>SALISBURY</b>	0037	Salisbury District Court	Multi-Service Center, 201 Baptist Street	410-713-3760
<b>SAVAGE</b>	0150	Internal Investigative Unit	8520 Corridor Road, Suite H	410-724-5720
<b>SYKESVILLE</b>	0057	Springfield Hospital Center	6655 Sykesville Road (off Route 32)	410-970-7025
<b>SYKESVILLE</b>	0058	Maryland State Police Academy	6852 4 <sup>th</sup> Street	410-875-3927
<b>WESTOVER</b>	0077	Eastern Correctional Institution	30420 Revells Neck Road	410-845-4000
<b>WESTMINSTER</b>	0093	Maryland State Police Barrack "G"	1100 Baltimore Boulevard	410-386-3000
<b>WHITE PLAINS</b>	0007	Charles County Health Department	4545 Crane Highway Building	301-609-6631



**Appendix 4. – State Drug Testing History**

<b>Date</b>	<b>Number of Collection(s)</b>	<b>Location</b>
<b>January-15</b>	2	Spring Grove Hospital Center - Catonsville
	1	Salisbury District Court - Salisbury
	1	Noyes Childrens Center - Rockville
	106	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	1	Maryland School for the Deaf-Columbia
	15	Springfield Hospital Center - Sykesville
	2	Thomas B. Finan Center - Cumberland
	13	Medical Service Unit, Department of Budget and Management - Baltimore
	25	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Maryland Institute for Emergency Medical Services - Baltimore
	3	Holly Center - Salisbury
	2	Western Correctional Institution - Cumberland
	21	Department of Juvenile Services Youth Center-Cumberland
	9	Potomac Center - Hagerstown - Hagerstown
	18	White Glove Drug & Alcohol Testing -Severna Park
<b>February-15</b>	89	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	1	Springfield Hospital Center - Sykesville
	40	Maryland State Police Headquarters - Baltimore
	3	Thomas B. Finan Center - Cumberland
	47	Maryland State Police Barrack "A" (Waterloo) - Jessup
	2	Waxter Childrens Center - Laurel
	17	Western Maryland Correctional Hiring Unit - Hagerstown
	15	Division of Correction - Baltimore
	39	Department of Juvenile Services -One Center Plaza - Baltimore
	2	Internal Investigative Unit - Savage
	2	Maryland Institute for Emergency Medical Services - Baltimore
	3	Baltimore Juvenile Justice Center - Baltimore
	4	Western Correctional Institution - Cumberland
	41	Concentra
	2	J. DeWeese Carter Youth Facility - Chestertown
	6	Potomac Center - Hagerstown - Hagerstown

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IFB Document

	15	White Glove Drug & Alcohol Testing -Severna Park
	3	White Glove Drug & Alcohol Testing -Lexington Park
	1	Your Docs In
<b>March-15</b>	4	Cheltenham Youth Facility - Cheltenham
	1	Noyes Childrens Center - Rockville
	90	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	2	Maryland School For the Deaf - Columbia
	45	Springfield Hospital Center - Sykesville
	27	Maryland State Police-Barrack "O" (Hagerstown) - Hagerstown
	16	Maryland State Police-Barrack "D" (Bel Air) - Bel Air
	27	Department of Juvenile Services-West Fayette St - Baltimore
	15	Concentra
	5	Department of Juvenile Services- Youth Center - Cumberland
	6	Maryland School for the Deaf-Frederick
	19	White Glove Drug & Alcohol Testing-Severna Park
<b>April-15</b>	4	Spring Grove Hospital Center - Catonsville
	32	Cheltenham Youth Facility - Cheltenham
	87	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	2	Maryland School for the Deaf-Columbia
	6	Workforce Technology Center - Baltimore
	3	RICA - Baltimore
	8	Medical Service Unit, Department of Budget and Management - Baltimore
	22	Western Maryland Correctional Hiring Unit - Hagerstown
	31	Division of Correction - Baltimore
	17	Department of Juvenile Services-West Fayette St - Baltimore
	5	Holly Center - Salisbury
	1	Deer's Head Hospital Center - Salisbury
	6	Western Correctional Institution - Cumberland
	2	Concentra
	10	Obrien House - Baltimore
	19	Department of Juvenile Services Youth Center-Cumberland
	7	White Glove Drug & Alcohol Testing - Severna Park
	1	White Glove Drug & Alcohol Tsing - La Plata
	1	Your Docs In
<b>May-15</b>	1	Spring Grove Hospital Center - Catonsville

	10	Worcester County Health Department - Ocean City
	14	Cheltenham Youth Facility - Cheltenham
	97	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	1	Maryland School for the Deaf-Columbia
	18	Springfield Hospital Center - Sykesville
	27	Western Maryland Center - Hagerstown
	34	Maryland State Police Headquarters - Baltimore
	17	Maryland State Police-Barrack "O" (Hagerstown) - Hagerstown
	38	Maryland State Police-Barrack "A" (Waterloo) - Jessup
	17	Maryland State Police-Barrack "D" (Bel Air) - Bel Air
	26	Maryland State Police-Barrack "I" (Easton) - Easton
	8	Western Maryland Correctional Hiring Unit - Hagerstown
	29	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Internal Investigative Unit - Savage
	1	Holly Center - Salisbury
	17	Baltimore Juvenile Justice Center - Baltimore
	8	Western Correctional Institution - Cumberland
	1	Concentra
	2	Obrien House - Baltimore
	3	Potomac Center - Hagerstown - Hagerstown
	5	Maryland School for the Deaf-Frederick
	4	White Glove Drug & Alcohol Testing - Severna Park
	3	White Glove Drug & Alcohol Testing - Lexington Park
<b>June-15</b>	14	Cheltenham Youth Facility - Cheltenham
	88	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	3	Medical Service Unit, Department of Budget and Management - Baltimore
	21	Department of Juvenile Services -One Center Plaza - Baltimore
	2	Holly Center - Salisbury
	11	Deer's Head Center - Salisbury
	2	Western Correctional Institution - Cumberland
	4	Baltimore City Detention Center - Baltimore
	1	Concentra
	1	Obrien House - Baltimore
	6	White Glove Drug & Alcohol Testing - Severna Park
<b>July-15</b>	41	Spring Grove Hospital Center - Catonsville

	79	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	56	Springfield Hospital Center - Sykesville
	2	Workforce Technology Center - Baltimore
	2	Medical Service Unit, Department of Budget and Management - Baltimore
	3	Thomas B. Finan Center - Cumberland
	27	Division of Correction - Baltimore -Jessup
	37	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Institute for Emergency Medical Services Systems - Baltimore
	1	Holly Center - Salisbury
	2	Concentra
	4	Baltimore City Detention Center - Baltimore
	32	White Glove Drug & Alcohol Testing - Severna Park
	1	White Glove Drug & Alcohol Testing - Lexington Park
<b>August-15</b>	270	Centralized Hiring Unit. Department of Public Safety and Correctional Services - Baltimore
	8	Eastern Correctional Institution - Westover
	7	RICA - Baltimore
	32	Western Maryland Correctional Hiring Unit - Hagerstown
	28	Division of Correction - Baltimore
	36	Department of Juvenile Services -One Center Plaza - Baltimore
	3	Holly Center - Salisbury
	5	Deer's Head Center - Salisbury
	1	Concentra
	17	Obrien House - Baltimore
	18	Department of Juvenile Services Youth Center-Cumberland
	33	White Glove Drug & Alcohol Testing - Severna Park
<b>September-15</b>	17	Cheltenham Youth Facility - Cheltenham
	67	Centralized Hiring Unit. Department of Public Safety and Correctional Services - Baltimore
	1	Maryland School for the Deaf-Columbia
	8	Western Maryland Center - Hagerstown
	36	Maryland State Police Headquarters - Baltimore
	1	Workforce Technology Center - Baltimore
	4	Thomas B. Finan Center - Cumberland
	8	Maryland State Police-Barrack "O" (Hagerstown) - Hagerstown
	52	Maryland State Police-Barrack "A" (Waterloo) - Jessup
	25	Maryland State Police-Barrack "D" (Bel Air) - Bel Air

	21	Maryland State Police-Barrack "I" (Easton) - Easton
	11	Medical Service Unit, Department of Budget and Management - Baltimore
	1	Waxter Childrens Center - Laurel
	10	Western Maryland Correctional Hiring Unit - Hagerstown
	12	Department of Juvenile Services -One Center Plaza - Baltimore
	7	Holly Center - Salisbury
	29	Baltimore Juvenile Justice Center - Baltimore
	18	Western Correctional Institution - Cumberland
	2	Concentra
	9	Department of Juvenile Services in Frederick
	3	J. DeWeese Carter Youth Facility - Chestertown
	17	Department of Juvenile Services -Youth Center in Cumberland
	5	Potomac Center - Hagerstown - Hagerstown
	42	White Glove Drug & Alcohol Testing - Severna Park
	2	Your Docs In
<b>October-15</b>	33	Spring Grove Hospital Center - Catonsville
	10	Cheltenham Youth Facility - Cheltenham
	51	Centralized Hiring Unit. Department of Public Safety and Correctional Services - Baltimore
	10	Western Maryland Center - Hagerstown
	3	Thomas B. Finan Center - Cumberland
	16	Medical Service Unit, Department of Budget and Management - Baltimore
	2	Western Maryland Correctional Hiring Unit - Hagerstown
	37	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Internal Investigative Unit - Savage
	4	Maryland Institute for Emergency Medical Services - Baltimore
	2	Holly Center - Salisbury
	12	Deers Head Hospital Center - Salisbury
	10	Charles H. Hickey, Jr. School - Parkville
	1	Western Correctional Institution - Cumberland
	4	Concentra
	5	Maryland School for the Deaf-Frederick
	18	White Glove Drug & Alcohol Testing - Severna Park
<b>November-15</b>	16	Cheltenham Youth Facility - Cheltenham
	2	Eastern Shore Hospital - Cambridge Center - Cambridge
	60	Centralized Hiring Unit. Department of Public Safety and Correctional Services - Baltimore

	8	Maryland School for the Deaf-Columbia
	3	Thomas B. Finan Center - Cumberland
	46	Maryland State Police-Barrack "O" (Hagerstown) - Hagerstown
	20	Maryland State Police-Barrack "D" (Bel Air) - Bel Air
	23	Maryland State Police-Barrack "I" (Easton) - Easton
	6	Medical Service Unit, Department of Budget and Management - Baltimore
	22	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Internal Investigative Unit - Savage
	1	Deers Head Hospital Center - Salisbury
	11	Baltimore Juvenile Justice Center - Baltimore
	16	Western Correctional Institution - Cumberland
	3	Concentra
	15	Department of Juvenile Services Youth Center- in Cumberland
	5	Maryland School for the Deaf-Frederick
	6	White Glove Drug & Alcohol Testing - Severna Park
	1	Your Docs In
<b>December-15</b>	1	Spring Grove Hospital Center - Catonsville
	6	Eastern Shore Hospital - Cambridge Center - Cambridge
	18	Centralized Hiring Unit. Department of Public Safety and Correctional Services - Baltimore
	32	Springfield Hospital Center - Sykesville
	36	Maryland State Police Headquarters - Baltimore
	2	Thomas B. Finan Center - Cumberland
	19	Eastern Correctional Institution - Westover
	37	Maryland State Police-Barrack "A" (Waterloo) - Jessup
	6	Medical Service Unit, Department of Budget and Management - Baltimore
	21	Division of Correction - Baltimore -Jessup
	10	Holly Center - Salisbury
	2	Western Correctional Institution - Cumberland
	14	White Glove Drug & Alcohol Testing - Severna Park
	1	Your Docs In
<b>January-16</b>	2	Salisbury District Court - Salisbury
	42	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	40	Springfield Hospital Center - Sykesville
	1	Thomas B. Finan Center - Cumberland
	2	Maryland State Police Barrack "A" (Waterloo) - Jessup

	14	Medical Service Unit, Department of Budget and Management - Baltimore
	1	Division of Correction - Baltimore
	28	Department of Juvenile Services -One Center Plaza - Baltimore
	5	Holly Center - Salisbury
	3	Deer's Head Hospital Center - Salisbury
	19	Concentra
	7	White Glove Drug & Alcohol Testing -Severna Park
<b>February-16</b>	23	Spring Grove Hospital Center - Catonsville
	1	Noyes Children's Center-Rockville
	25	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	11	Western Maryland Center - Hagerstown
	5	Workforce Technology Center - Baltimore
	2	Thomas B. Finan Center - Cumberland
	3	Medical Service Unit, Department of Budget and Management - Baltimore
	25	Department of Juvenile Services -One Center Plaza - Baltimore
	2	Deer's Head Hospital Center - Salisbury
	9	Baltimore Juvenile Justice Center - Baltimore
	23	Concentra
	4	Maryland School for the Deaf-Frederick
	13	White Glove Drug & Alcohol Testing -Severna Park
	3	Health @ Work
<b>March-16</b>	11	Cheltenham Youth Facility - Cheltenham
	68	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	69	Springfield Hospital Center - Sykesville
	32	Maryland State Police Headquarters - Baltimore
	2	Thomas B. Finan Center - Cumberland
	33	Eastern Correctional Institution - Westover
	34	Maryland State Police-Barrack "O" (Hagerstown) - Hagerstown
	33	Maryland State Police Barrack "A" (Waterloo) - Jessup
	20	Maryland State Police Barrack "D" (Bel Air) - Bel Air
	29	Maryland State Police Barrack "I" (Easton) - Easton
	45	Western Maryland Correctional Hiring Unit - Hagerstown
	61	Division of Correction - Baltimore
	40	Department of Juvenile Services -One Center Plaza - Baltimore

	1	Internal Investigative Unit - Savage
	2	Holly Center - Salisbury
	12	Baltimore Juvenile Justice Center - Baltimore
	23	Western Correctional Institution - Cumberland
	6	Concentra
	1	Patuxent Institution - Jessup
	1	J. De Weese Carter Youth Facility - Chestertown
	31	Department of Juvenile Services Youth Center -Cumberland
	44	White Glove Drug & Alcohol Testing -Severna Park
	1	White Glove Drug & Alcohol Testing -Lexington Park
	1	Your Docs In
<b>April-16</b>	1	Salisbury District Court - Salisbury
	8	Cheltenham Youth Facility - Cheltenham
	110	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	1	Maryland School For the Deaf-Columbia
	2	Workforce Technology Center - Baltimore
	2	Maryland State Police-Barrack "O" (Hagerstown) - Hagerstown
	10	Medical Service Unit, Department of Budget and Management - Baltimore
	7	Clifton T. Perkins Hospital Center - Jessup
	41	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Internal Investigative Unit - Savage
	1	Maryland Institute for Emergency Medical Services - Baltimore
	33	Baltimore Juvenile Justice Center - Baltimore
	2	Concentra
	63	White Glove Drug & Alcohol Testing -Severna Park
<b>May-16</b>	31	Spring Grove Hospital Center - Catonsville
	10	Cheltenham Youth Facility - Cheltenham
	1	Eastern Shore Hospital - Cambridge Center - Cambridge
	21	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	1	Thomas B. Finan Center - Cumberland
	20	Community Supervision Support-Human Resources - Baltimore
	2	Maryland State Police Barrack "A" (Waterloo) - Jessup
	26	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Holly Center - Salisbury
	10	Deer's Head Hospital Center - Salisbury
	6	Baltimore Juvenile Justice Center - Baltimore



	38	Concentra
	23	Department of Juvenile Services Youth Center -Cumberland
	4	Maryland School for the Deaf-Frederick
	8	White Glove Drug & Alcohol Testing -Severna Park
<b>June-16</b>	1	Salisbury District Court - Salisbury
	157	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	1	Maryland Institute for Emergency Medical Services - Baltimore
	13	Springfield Hospital Center - Sykesville
	37	Maryland State Police Headquarters - Baltimore
	4	Thomas B. Finan Center - Cumberland
	18	Maryland State Police-Barrack "O" (Hagerstown) - Hagerstown
	37	Maryland State Police Barrack "A" (Waterloo) - Jessup
	19	Maryland State Police Barrack "D" (Bel Air) - Bel Air
	33	Maryland State Police Barrack "I" (Easton) - Easton
	10	Medical Service Unit, Department of Budget and Management - Baltimore
	42	Western Maryland Correctional Hiring Unit - Hagerstown
	10	Clifton T. Perkins Hospital Center - Jessup
	33	Department of Juvenile Services -One Center Plaza - Baltimore
	8	Holly Center - Salisbury
	7	Baltimore Juvenile Justice Center - Baltimore
	23	Western Correctional Institution - Cumberland
	6	Concentra
	65	Patuxent Institution - Jessup
	3	Department of Juvenile Services Youth Center -Cumberland
	12	Potomac Center - Hagerstown
	9	White Glove Drug & Alcohol Testing -Severna Park
<b>July-16</b>	117	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	60	Springfield Hospital Center - Sykesville
	10	Medical Service Unit, Department of Budget and Management - Baltimore
	15	Department of Juvenile Services -One Center Plaza - Baltimore
	2	Maryland Institute for Emergency Medical Services - Baltimore
	1	Holly Center - Salisbury
	2	Concentra
	18	Department of Juvenile Services Youth Center -Cumberland
	4	White Glove Drug & Alcohol Testing -Severna Park

<b>August-16</b>	1	Salisbury District Court - Salisbury
	18	Cheltenham Youth Facility - Cheltenham
	52	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	6	Springfield Hospital Center - Sykesville
	1	Western Maryland Center - Hagerstown
	1	Thomas B. Finan Center - Cumberland
	21	Eastern Correctional Institution - Westover
	47	Maryland State Police Barrack "O" (Hagerstown) - Hagerstown
	20	Medical Service Unit, Department of Budget and Management - Baltimore
	49	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Internal Investigative Unit - Savage
	1	Holly Center - Salisbury
	3	Deer's Head Hospital Center - Salisbury
	28	Western Correctional Institution - Cumberland
	2	Concentra
	8	Department of Juvenile Services -Frederick
	10	White Glove Drug & Alcohol Testing -Severna Park
	1	Your Docs In
<b>September-16</b>	1	Holly Center - Salisbury
	102	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	25	Springfield Hospital Center - Sykesville
	35	Maryland State Police Headquarters - Baltimore
	4	Workforce Technology Center - Baltimore
	12	Maryland State Police Barrack "O" (Hagerstown) - Hagerstown
	32	Maryland State Police Barrack "A" (Waterloo) - Jessup
	10	Maryland State Police Barrack "D" (Bel Air) - Bel Air
	35	Maryland State Police Barrack "I" (Easton) - Easton
	2	Medical Service Unit, Department of Budget and Management - Baltimore
	4	Waxter Children's Center - Laurel
	22	Department of Juvenile Services -One Center Plaza - Baltimore
	3	Internal Investigative Unit - Savage
	10	Holly Center - Salisbury
	5	Deer's Head Hospital Center - Salisbury
	15	Baltimore Juvenile Justice Center - Baltimore
	5	Concentra

	1	Department of Juvenile Services -Frederick
	8	J. DeWeese Carter Youth Facility - Chestertown
	13	Department of Juvenile Services Youth Center -Cumberland
	8	White Glove Drug & Alcohol Testing -Severna Park
	3	Occupational Health Center
<b>October-16</b>	1	Salisbury District Court - Salisbury
	16	Cheltenham Youth Facility - Cheltenham
	80	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	47	Springfield Hospital Center - Sykesville
	13	Eastern Correctional Institution - Westover
	4	Medical Service Unit, Department of Budget and Management - Baltimore
	50	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Internal Investigative Unit - Savage
	3	Maryland Institute for Emergency Medical Services - Baltimore
	9	Holly Center - Salisbury
	11	Baltimore Juvenile Justice Center - Baltimore
	2	Concentra
	5	Department of Juvenile Services-Frederick
	69	Patuxent Institution - Jessup
	29	Department of Juvenile Services Youth Center -Cumberland
	23	White Glove Drug & Alcohol Testing -Severna Park
	1	Health @ Work
	2	Occupational Health Center
<b>November-16</b>	38	Spring Grove Hospital Center - Catonsville
	33	Cheltenham Youth Facility - Cheltenham
	18	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	24	Springfield Hospital Center - Sykesville
	26	Maryland State Police Headquarters - Baltimore
	15	Maryland State Police Barrack "O" (Hagerstown) - Hagerstown
	4	Medical Service Unit, Department of Budget and Management - Baltimore
	6	Clifton T. Perkins Hospital Center - Jessup
	62	Department of Juvenile Services -One Center Plaza - Baltimore
	4	Internal Investigative Unit - Savage
	13	Western Correctional Institution - Cumberland
	4	Concentra

	9	Department of Juvenile Services-Frederick
	7	Department of Juvenile Services Youth Center -Cumberland
	32	White Glove Drug & Alcohol Testing-Severna Park
	1	Health @ Work
<b>December-16</b>	3	Noyes Children's Center-Rockville
	82	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	6	Maryland School For the Deaf-Columbia
	6	Springfield Hospital Center - Sykesville
	7	Western Maryland Center - Hagerstown
	7	Maryland State Police Headquarters - Baltimore
	47	Eastern Correctional Institution - Westover
	14	Maryland State Police-Barrack "O" (Hagerstown) - Hagerstown
	37	Maryland State Police Barrack "A" (Waterloo) - Jessup
	22	Maryland State Police Barrack "D" (Bel Air) - Bel Air
	27	Maryland State Police Barrack "I" (Easton) - Easton
	17	Department of Juvenile Services -One Center Plaza - Baltimore
	3	Internal Investigative Unit - Savage
	4	Deer's Head Hospital Center - Salisbury
	8	Concentra
	16	Department of Juvenile Services -Frederick
	38	Patuxent Institution - Jessup
	15	White Glove Drug & Alcohol Testing -Severna Park
	4	Occupational Health Center
<b>January-17</b>	1	Dorchester County Health Department - Cambridge
	9	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	12	Springfield Hospital Center - Sykesville
	11	Maryland State Police Headquarters - Baltimore
	13	Medical Service Unit, Department of Budget and Management - Baltimore
	5	Clifton T. Perkins Hospital Center - Jessup
	58	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Internal Investigative Unit - Savage
	3	Maryland Institute for Emergency Medical Services - Baltimore
	2	Holly Center - Salisbury
	1	Deer's Head Hospital Center - Salisbury
	1	Western Correctional Institution - Cumberland
	5	Concentra

	22	Department of Juvenile Services Youth Center -Cumberland
	18	Maryland School for the Deaf-Frederick
	5	White Glove Drug & Alcohol Testing -Severna Park
	1	Your Docs In
	2	Health @ Work
<b>February-17</b>	1	Spring Grove Hospital Center - Catonsville
	1	Cheltenham Youth Facility - Cheltenham
	3	Noyes Children's Center-Rockville
	57	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	45	Springfield Hospital Center - Sykesville
	9	Maryland State Police Headquarters - Baltimore
	10	Eastern Correctional Institution - Westover
	12	Medical Service Unit, Department of Budget and Management - Baltimore
	26	Department of Juvenile Services -One Center Plaza - Baltimore
	2	Internal Investigative Unit - Savage
	1	Holly Center - Salisbury
	1	Western Correctional Institution - Cumberland
	10	Concentra
	16	Department of Juvenile Services -Frederick
	21	Department of Juvenile Services Youth Center -Cumberland
	9	White Glove Drug & Alcohol Testing -Severna Park
<b>March-17</b>	21	Spring Grove Hospital Center - Catonsville
	35	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	23	Springfield Hospital Center - Sykesville
	7	Western Maryland Center - Hagerstown
	52	Maryland State Police Headquarters - Baltimore
	5	Department of Environment- Baltimore
	25	Eastern Correctional Institution - Westover
	57	Maryland State Police Barrack "O" (Hagerstown) - Hagerstown
	34	Maryland State Police Barrack "A" (Waterloo) - Jessup
	9	Maryland State Police Barrack "D" (Bel Air) - Bel Air
	28	Maryland State Police Barrack "I" (Easton) - Easton
	1	Maryland State Police Barrack "T" (Leonardtown) - Leonardtown
	13	Medical Service Unit, Department of Budget and Management - Baltimore
	12	Clifton T. Perkins Hospital Center - Jessup

	12	Department of Juvenile Services -One Center Plaza - Baltimore
	37	Western Correctional Institution - Cumberland
	5	Concentra
	76	Patuxent Institution - Jessup
	13	Department of Juvenile Services Youth Center -Cumberland
	1	Your Docs In
	1	Health @ Work
<b>April-17</b>	20	Spring Grove Hospital Center - Catonsville
	15	Eastern Shore Hospital - Cambridge
	84	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	4	Maryland School for the Deaf-Columbia
	8	Springfield Hospital Center - Sykesville
	19	Maryland State Police Headquarters - Baltimore
	5	Eastern Correctional Institution - Westover
	1	Maryland State Police Barrack "O" (Hagerstown) - Hagerstown
	7	RICA - Baltimore
	8	Medical Service Unit, Department of Budget and Management - Baltimore
	8	Department of Juvenile Services -One Center Plaza - Baltimore
	2	Maryland Institute for Emergency Medical Services - Baltimore
	7	Deer's Head Hospital Center - Salisbury
	10	Department of Juvenile Services-Frederick
	78	Patuxent Institution - Jessup
	2	Maryland School for the Deaf-Frederick
<b>May-17</b>	1	Anne Arundel County Health Department - Annapolis
	13	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	11	Springfield Hospital Center - Sykesville
	35	Maryland State Police Headquarters - Baltimore
	21	Eastern Correctional Institution - Westover
	12	Medical Service Unit, Department of Budget and Management - Baltimore
	52	Department of Juvenile Services -One Center Plaza - Baltimore
	6	Holly Center - Salisbury
	28	Western Correctional Institution - Cumberland
	20	Department of Juvenile Services-Frederick
	1	Maryland School for the Deaf-Frederick
	2	Occupational Health Center

<b>June-17</b>	1	Noyes Children's Center-Rockville
	62	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	41	Springfield Hospital Center - Sykesville
	58	Maryland State Police Headquarters - Baltimore
	14	Eastern Correctional Institution - Westover
	85	Maryland State Police Barrack "O" (Hagerstown) - Hagerstown
	62	Maryland State Police Barrack "A" (Waterloo) - Jessup
	41	Maryland State Police Barrack "D" (Bel Air) - Bel Air
	40	Maryland State Police Barrack "I" (Easton) - Easton
	2	Medical Service Unit, Department of Budget and Management - Baltimore
	1	Waxter Childrens Center - Laurel
	28	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Internal Investigative Unit - Savage
	4	Deers Head Hospital Center - Salisbury
	4	Holly Center - Salisbury
	27	Patuxent Institution - Jessup
	18	Department of Juvenile Services Youth Center -Cumberland
		-
<b>July-17</b>	1	Spring Grove Hospital Center - Catonsville
	23	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	7	Springfield Hospital Center - Sykesville
	46	Maryland State Police Headquarters - Baltimore
	16	Eastern Correctional Institution - Westover
	5	Maryland State Police Barrack "R" (Golden Ring) - Baltimore
	14	Medical Service Unit, Department of Budget and Management - Baltimore
	38	Department of Juvenile Services -One Center Plaza - Baltimore
	8	Holly Center - Salisbury
	7	Baltimore Juvenile Justice Center - Baltimore
	27	Western Correctional Institution - Cumberland
	7	Department of Juvenile Services-Frederick
	1	Maryland School for the Deaf-Columbia
		-
<b>August-17</b>	12	Cheltenham Youth Facility - Cheltenham
	78	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	25	Springfield Hospital Center - Sykesville

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	13	Maryland State Police Headquarters - Baltimore
	14	Eastern Correctional Institution - Westover
	44	Maryland State Police Barrack "O" (Hagerstown) - Hagerstown
	11	Medical Service Unit, Department of Budget and Management - Baltimore
	8	Clifton T. Perkins Hospital Center - Jessup
	45	Department of Juvenile Services -One Center Plaza - Baltimore
	11	Holly Center - Salisbury
	9	Deers Head Hospital Center - Salisbury
	3	Baltimore Juvenile Justice Center - Baltimore
	90	Patuxent Institution - Jessup
	12	Department of Juvenile Services Youth Center -Cumberland
<b>September-17</b>	20	Spring Grove Hospital Center - Catonsville
	1	Cheltenham Youth Facility - Cheltenham
	1	Noyes Children's Center-Rockville
	38	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	1	Maryland School for the Deaf-Columbia
	64	Springfield Hospital Center - Sykesville
	1	Western Maryland Center - Hagerstown
	74	Maryland State Police Headquarters - Baltimore
	42	Eastern Correctional Institution - Westover
	25	Maryland State Police Barrack "O" (Hagerstown) - Hagerstown
	57	Maryland State Police Barrack "A" (Waterloo) - Jessup
	31	Maryland State Police Barrack "D" (Bel Air) - Bel Air
	5	Medical Service Unit, Department of Budget and Management - Baltimore
	8	Clifton T. Perkins Hospital Center - Jessup
	28	Department of Juvenile Services -One Center Plaza - Baltimore
	8	Department of Juvenile Services-Frederick
	29	Patuxent Institution - Jessup
<b>October-17</b>	2	Dorchester County Health Department - Cambridge
	1	Spring Grove Hospital Center - Catonsville
	12	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore - Rockville
	7	Springfield Hospital Center - Sykesville
	11	Maryland State Police Headquarters - Baltimore
	8	Eastern Correctional Institution - Westover
	58	Maryland State Police Barrack "O" (Hagerstown) - Hagerstown



	5	Medical Service Unit, Department of Budget and Management - Baltimore
	49	Maryland State Police Barrack "I" (Easton) - Easton
	36	Department of Juvenile Services -One Center Plaza - Baltimore
	3	Maryland Institute for Emergency Medical Services - Baltimore
	4	Holly Center - Salisbury
	6	Baltimore Juvenile Justice Center - Baltimore
	34	Western Correctional Institution - Cumberland
	27	Department of Juvenile Services Youth Center -Cumberland
	3	Maryland School for the Deaf-Frederick
<b>November-17</b>	9	Cheltenham Youth Facility - Cheltenham
	113	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	8	Springfield Hospital Center - Sykesville
	16	Western Maryland Center - Hagerstown
	73	Maryland State Police Headquarters - Baltimore
	4	Workforce Technology Center - Baltimore
	4	Eastern Correctional Institution - Westover
	37	Department of Juvenile Services -One Center Plaza - Baltimore
	1	Internal Investigative Unit - Savage
	4	Holly Center - Salisbury
	10	Baltimore Juvenile Justice Center - Baltimore
	43	Department of Juvenile Services-Frederick
	71	Patuxent Institution - Jessup
	22	Maryland State Police Barrack "X" (Princess Anne) - Princess Anne
<b>December-17</b>	4	Spring Grove Hospital Center - Catonsville
	20	Salisbury District Court - Salisbury
	29	Centralized Hiring Unit. Department of Public Safety and Correctional Services -Baltimore
	3	Springfield Hospital Center - Sykesville
	9	Maryland State Police Headquarters - Baltimore
	6	Eastern Correctional Institution - Westover
	31	Maryland State Police Barrack "O" (Hagerstown) - Hagerstown
	65	Maryland State Police Barrack "A" (Waterloo) - Jessup
	31	Maryland State Police Barrack "D" (Bel Air) - Bel Air
	34	Maryland State Police Barrack "I" (Easton) - Easton
	2	Medical Service Unit, Department of Budget and Management - Baltimore
	40	Department of Juvenile Services -One Center Plaza - Baltimore

	1	Internal Investigative Unit - Savage
	5	Holly Center - Salisbury
	8	Deer's Head Hospital Center - Salisbury
	10	Patuxent Institution - Jessup
	25	Department of Juvenile Services Youth Center -Cumberland

**Appendix 5. – COMAR 17.04.09 TESTING FOR ILLEGAL USE OF DRUGS**

Appendix 5 is incorporated herein by reference. A copy can be downloaded at:

<http://www.dsd.state.md.us>

**Appendix 6. – MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG  
TESTING PROGRAMS**

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

Appendix 6 is incorporated herein by reference. A copy can be downloaded at:

[https://www.samhsa.gov/sites/default/files/workplace/urine-specimen-collection-handbook-oct2017\\_2.pdf](https://www.samhsa.gov/sites/default/files/workplace/urine-specimen-collection-handbook-oct2017_2.pdf)