

## **Request for Proposals (RFP)**

### **STATE MEDICAL DIRECTOR AND OCCUPATIONAL MEDICAL SERVICES FOR MARYLAND STATE AGENCIES**

**PROJECT NO. 050B0400001A**



### **DEPARTMENT OF BUDGET & MANAGEMENT**

**Issue Date: March 9, 2011**

#### **NOTICE**

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

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

STATE OF MARYLAND  
NOTICE TO OFFERORS/CONTRACTORS

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

Title: State Medical Director and Occupational Medical Services For Maryland State Agencies  
Project No: 050B0400001A

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

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

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

REMARKS:

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

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

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

**KEY INFORMATION SUMMARY SHEET  
STATE OF MARYLAND**

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

**PROJECT NUMBER: 050B0400001A**

**RFP Issue Date:** March 9, 2011

**RFP Issuing Office:** Department of Budget & Management  
Medical Services Unit

**Procurement Officer:** Patti Tracey  
Office Phone: (410) 260-7918  
Fax: (410) 974-3274  
e-mail: ptracey@dbm.state.md.us

**Procurement Method:** Competitive Sealed Proposals (COMAR 21.05.03)

**Contract Term:** On or about 07/01/2011 through 06/30/2016

**Pre-Proposal Conference:** March 25, 2011 @ 10:00 AM (Local Time)  
Department of Budget and Management  
45 Calvert Street  
Room 164  
Annapolis, MD 21401

**Proposals are to be sent to:** Department of Budget & Management  
Procurement Unit-Room 139  
45 Calvert Street  
Annapolis, MD 21401  
Attention: Patti Tracey

**Closing Date and Time:** April 20, 2011 @ 2:00 PM (Local Time)

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

# TABLE OF CONTENTS

<b>SECTION 1 — GENERAL INFORMATION</b> .....	<b>7</b>
1.1 Summary Statement.....	7
1.2 Non-Availability of Funding.....	7
1.3 Non-Exclusive Use.....	7
1.4 Abbreviations and Definitions.....	8
1.5 Contract Type.....	10
1.6 Contract Duration.....	10
1.7 Procurement Officer.....	11
1.8 Contract Manager.....	11
1.9 Pre-Proposal Conference.....	11
1.10 “e-Maryland Marketplace”.....	12
1.11 Questions.....	12
1.12 Proposals Due (Closing) Date.....	12
1.13 Duration of Offer.....	13
1.14 Revisions to the RFP.....	13
1.15 Cancellations; Discussions.....	13
1.16 Oral Presentation.....	13
1.17 Incurred Expenses.....	14
1.18 Economy of Preparation.....	14
1.19 Protests/Disputes.....	14
1.20 Multiple or Alternate Proposals.....	14
1.21 Access to Public Records Act Notice.....	14
1.22 Offeror Responsibilities.....	14
1.23 Mandatory Contractual Terms.....	15
1.24 Proposal Affidavit.....	15
1.25 Contract Affidavit.....	15
1.26 MBE Subcontract Participation Goal.....	15
1.27 Arrearages.....	16
1.28 Procurement Method.....	16
1.29 Verification of Registration and Tax Payment.....	16
1.30 False Statements.....	16
1.31 Payments by Electronic Funds Transfer (EFT).....	17
1.32 Responsibility for Claims and Liability.....	17
1.33 Contract Extended to Include Certain Non-State of Maryland Governments, Agencies or Maryland Non-Profit Organizations.....	17
1.34 Living Wage Requirements.....	18
1.35 Prompt Payment.....	18
1.36 Performance Guarantees/Liquidated Damages.....	19
1.37 DHR Hiring Agreement Clause.....	19

# TABLE OF CONTENTS (CONTINUED):

<b>SECTION 2 — OFFEROR’S MINIMUM QUALIFICATIONS</b> .....	<b>20</b>
2.1 The Offeror .....	20
<b>SECTION 3 — SCOPE OF WORK</b> .....	<b>20</b>
3.1 Purpose.....	20
3.2 Background.....	21
3.3 Medical Services Required to be Performed .....	21
3.4 Contractor Requirements .....	47
<b>SECTION 4 — GENERAL REQUIREMENTS</b> .....	<b>50</b>
4.1 General.....	50
4.2 Personnel.....	50
4.3 Facilities .....	50
4.4 Timeliness Requirements.....	50
4.5 Records and Reports .....	50
4.6 Printed Materials.....	51
4.7 State Personnel.....	51
4.8 Right to Audit .....	51
4.9 Insurance Requirements.....	52
<b>SECTION 5 — PROPOSAL FORMAT</b> .....	<b>52</b>
5.1 Two-Part Submission.....	52
5.2 Proposals.....	53
5.3 Submission.....	53
5.4 Volume I – Technical Proposal.....	53
5.5 Required Submissions.....	60
5.6 Volume II – Financial Proposal .....	60
<b>SECTION 6 — EVALUATION CRITERIA AND SELECTION PROCEDURE</b> .....	<b>60</b>
6.1 Evaluation Committee .....	60
6.2 Technical Criteria.....	61
6.3 Financial Criteria .....	62
6.4 Reciprocal Preference .....	62
6.5 Selection Procedures.....	62

## TABLE OF CONTENTS (CONTINUED):

<b>ATTACHMENTS .....</b>	<b>63</b>
A. Contract.....	64
B. Bid/Proposal Affidavit.....	77
C. Contract Affidavit .....	86
D. MBE Instructions/Forms.....	88
E. Pre-Proposal Conference Response Form .....	98
F. Financial Proposal Instructions and Forms.....	100
G. Vendor Electronic Funds Transfer (EFT) Registration Form.....	101
H. COMAR 17.04.09 – Testing for Illegal Use of Drugs.....	103
I. Estimated State Employee Distribution by County .....	104
J. MDOT Work Site Locations.....	105
K. ADA Paratransit Eligibility.....	111
L. Mobility Service Area Map .....	112
M. OSHA Standard for Bloodborne Pathogens-Code of Federal Regulations (29 CFR 1910.1030) .....	113
N. State Medical Director Usage .....	114
O. Living Wage Requirements for Service Contracts .....	115
P. DHR’s Hiring Agreement .....	119
Q. Contract Compliance Checklist – Time Frames .....	122

# **SECTION 1 - GENERAL INFORMATION**

## **1.1 SUMMARY STATEMENT**

- 1.1.1** This RFP contains work requirements in medically related areas. The Maryland Department of Budget & Management (DBM) intends to make one award as a result of this solicitation.

DBM's Office of Personnel Services & Benefits, Medical Services Unit, hereafter referred to as the "Department," is issuing this RFP to obtain a Contractor to provide State Medical Director (SMD) and Occupational Medical Services, which may be used by all agencies of Maryland State Government. Currently, these agencies cumulatively spend over \$1.5 million annually in medical services under this Contract. The current contract and subsequent contract resulting from this RFP are the primary contracts available to State agencies to obtain SMD and Occupational Medical Services for their employees and/or prospective employees. Historical use of services is available in Attachment N.

- 1.1.2** The Contract will be for a base term of five (5) years beginning on or about July 1, 2011 and extending through June 30, 2016.

## **1.2 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 succeeding the first fiscal period, the Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in the 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 the Contract for each succeeding fiscal period beyond the first.

## **1.3 NON-EXCLUSIVE USE**

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

## 1.4 ABBREVIATIONS AND DEFINITIONS

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

**NOTE: As applicable, the terms “State Medical Director”, “SMD”, and “Contractor” are used interchangeably throughout this RFP document, unless such interchangeability is clearly inappropriate in a given circumstance.**

- a. Agency – The unit of Maryland State government procuring services
- b. ADA – The Americans with Disabilities Act
- c. Appointing Authority – Individual who has the power to make appointments and terminate employment for a particular agency
- d. ATR – Agency Technical Representative - An employee designated by an appointing authority to ensure compliance with the requirements of an agency's drug testing program
- e. CFR – Code of Federal Regulations – A codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government. NOTE: It should be understood that any reference to Regulation or Statute is as amended.
- g. COMAR - Code of Maryland Regulations (available at [www.dsd.state.md.us](http://www.dsd.state.md.us)). Note: It should be understood that any reference to Regulation or Statute is as amended.
- h. Contract – The Contract entered into between DBM and the selected Offeror responding to this RFP. The Contract will include all general State terms and conditions, and will incorporate the entire RFP, including any amendments, addenda, and all/or indicated portions of the selected Offeror’s proposal. A sample contract is included as Attachment A to this RFP.
- i. Contract Manager – The individual designated by DBM as the point-of-contact, who monitors the daily activities of the Contract and provides guidance to the Contractor after the Contract is awarded, and who has the authority and knowledge to resolve issues that arise between the referring agencies and the Contractor on behalf of DBM. See Section 1.8 for the designated Contract Manager for DBM.
- j. Contractor – The Offeror selected to receive a Contract award under the procedures contained in this RFP.
- k. Department – The Maryland Department of Budget and Management (DBM)
- l. Designated Agency Contact (DAC) – The person assigned by the employing agency who is responsible for coordinating with the SMD to ensure compliance with the agency’s medical services needs. Whenever the term or initials DAC are used in this RFP, it shall mean the appropriate DAC for a specific agency.
- m. FAA – The Federal Aviation Administration



- n. FHWA – The Federal Highway Administration
- o. Firm Fixed Unit Prices – Means all unit examination fees, determinations and hourly rates will be the same each time the service is provided during the same contract year. The Contract contained in Attachment A is a firm fixed unit price Contract, in that the unit prices for all services are firm and fixed for each contract year.
- p. Fiscal Period - The State budget year beginning July 1<sup>st</sup> of one calendar year and ending June 30<sup>th</sup> of the next calendar year.
- q. Fully Loaded Price – A price that includes all profit and any direct and indirect costs of the Contractor associated with performing the required services. The indirect costs shall include among other things, all costs that would normally be considered General and Administrative costs and/or routine travel costs, or which in any way are allocated by the Contractor against direct unit prices or labor hours as a means of calculating profit or recouping costs.
- r. FMLA –The Family and Medical Leave Act
- s. FTA – The Federal Transit Administration
- t. HIPAA - Health Insurance Portability and Accountability Act of 1996 - Public Law 101-191 - HIPAA was enacted by Congress in 1996 and became effective on July 1, 1997. Written into HIPAA and its implementing regulations are national standards regarding the security and privacy of health information, which apply to public and private health plans, health care clearinghouses, and health care service providers.
- u. IWIF – The Injured Workers Insurance Fund
- v. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland.
- w. MBE – Minority Business Enterprise certified by the MDOT.
- x. MDOT – The Maryland Department of Transportation
- y. MdTA – The Maryland Transportation Authority
- z. MRO – Medical Review Officer - A licensed physician responsible for receiving laboratory results generated by a drug testing program and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with any relevant biomedical information.
- aa. MTA – The Maryland Transit Administration
- bb. No-Show Individuals - Individuals who are scheduled for a medical examination but fail to report or report late (more than 30 minutes after the scheduled time) for the examination.
- cc. Notice to Proceed (NTP) – The Notice to Proceed is written notification from the Contract Manager to the Contractor to proceed.

- dd. Offeror – An entity that submits a Proposal in response to this RFP.
- ee. OPSB – The DBM Office of Personnel Services and Benefits.
- ff. Procurement Officer – The DBM representative responsible for this RFP, for the determination of scope issues in the resulting Contract, and the only State representative that can authorize changes to the Contract. See Section 1.7 for the designated State Procurement Officer.
- gg. Proposal - The technical and financial response provided by Offerors in response to this RFP.
- hh. RFP – This Request for Proposals for “State Medical Director and Occupational Medical Services for Maryland State Agencies”, Project Number 050B0400001A, dated March 9, 2011, including any amendments.
- ii. Secretary – As applicable, the Secretary of Budget and Management, or Transportation, or the Secretary’s designee.
- jj. State – The State of Maryland.
- kk. State Business Hours – 8:00 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays or when the State is otherwise closed.
- ll. State Medical Director (SMD) –The physician or small centralized group of physicians designated by either the Secretary of Budget and Management or the Secretary of Transportation to exercise all authority vested in the Secretaries with respect to medical examinations and investigations relating to employment (including pre- and post-employment) with the State Personnel Management System and the Transportation Services Human Resources System. The SMD shall serve as the Medical Advisor to MDOT, MTA and MdTA.
- mm. Substance Abuse Professional (SAP) – A licensed or certified professional with knowledge of and clinical experience with the diagnosis and treatment of substance abuse-related disorders.
- nn. Substance Abuse & Mental Health Services Administration (SAMHSA) – A division of the United States Department of Health & Human Services
- oo. WCC - the Maryland Workers' Compensation Commission

## **1.5 CONTRACT TYPE**

The Contract that results from this RFP will be an Indefinite Quantity Contract as per COMAR 21.06.03 with Firm Fixed Unit Prices.

## **1.6 CONTRACT DURATION**

The Contract will be for a base term of five (5) years beginning on or about July 1, 2011 and extending through June 30, 2016.

## **1.7 PROCUREMENT OFFICER**

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

Patti Tracey, Procurement Officer  
Department of Budget & Management  
Division of Procurement Policy & Administration  
45 Calvert Street, Room 139  
Annapolis, Maryland 21401  
Telephone #: 410-260-7918  
Fax #: 410-974-3274  
E-mail: [ptracey@dbm.state.md.us](mailto:ptracey@dbm.state.md.us)

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

## **1.8 CONTRACT MANAGER**

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

Margaret Embardino  
Department of Budget & Management  
Medical Services Unit  
301 W. Preston Street, Room 508  
Baltimore, Maryland 21201  
Telephone #: 410-767-4483  
Fax #: 410-333-5440  
E-mail: [membardi@dbm.state.md.us](mailto:membardi@dbm.state.md.us)

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

## **1.9 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference (Conference) will be held on **March 25, 2011**, beginning at **10:00 AM** Local Time, at the Department of Budget and Management, 45 Calvert Street, Annapolis, MD 21401. All interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.

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

In order to assure adequate seating and other accommodations at the Conference, it is requested that by 4:00 PM, March 22, 2011, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form (Attachment E) via email or fax to the address noted on the form, or call the Procurement Officer at (410) 260-7918 with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodations.

#### **1.10 “E-MARYLAND MARKETPLACE”**

“e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM website ([www.dbm.maryland.gov](http://www.dbm.maryland.gov)), and other means for transmitting the RFP and associated materials, the RFP, minutes of the Conference, Offeror questions and DBM responses, addenda and other solicitation-related information will be provided via e-Maryland Marketplace. This means that all such information is immediately available to subscribers to e-Maryland Marketplace. An Offeror must be registered on e-Maryland Marketplace in order to receive an award. Registration is free.

#### **1.11 QUESTIONS**

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

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

#### **1.12 PROPOSALS DUE (CLOSING) DATE**

An unbound original and five (5) bound copies of each proposal (Technical and Financial) must be received by the Procurement Officer, at the address listed in Section 1.7 and the Key Information Summary Sheet, **no later than 2:00 PM (Local Time) on April 20, 2011**, in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the CDs are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (Technical or Financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10 and 21.05.03.02, proposals received by the Procurement Officer after the due date, April 20, 2011, at 2:00 PM (Local Time) will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

### **1.13 DURATION OF OFFER**

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

### **1.14 REVISIONS TO THE RFP**

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

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

### **1.15 CANCELLATIONS; DISCUSSIONS**

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

### **1.16 ORAL PRESENTATION**

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

Typically, oral presentations will follow a specified format and generally be limited to two (2) hours of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.

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

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

#### **1.17 INCURRED EXPENSES**

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

#### **1.18 ECONOMY OF PREPARATION**

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

#### **1.19 PROTESTS/DISPUTES**

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

#### **1.20 MULTIPLE OR ALTERNATE PROPOSALS**

Neither multiple nor alternate proposals will be accepted.

#### **1.21 ACCESS TO PUBLIC RECORDS ACT NOTICE**

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

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

#### **1.22 OFFEROR RESPONSIBILITIES**

The selected Offeror shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their roles relative to the Proposal must be included in the Proposal. The selected Offeror retains responsibility for all work performed by and any deliverable submitted by a subcontractor.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.23 MANDATORY CONTRACTUAL TERMS**

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

### **1.24 PROPOSAL AFFIDAVIT**

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

### **1.25 CONTRACT AFFIDAVIT**

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

### **1.26 MBE SUBCONTRACT PARTICIPATION GOAL**

An MBE subcontract participation goal of ten percent (10 %) has been established under this procurement. Reporting for MBE participation provided directly by a MDOT-certified MBE subcontractor will be based upon the total value of the payments to the prime Contractor under the Contract, from any and all sources (e.g. IWIF, WCC and using State Agencies), as reflected in Attachment F (Price Proposal Form). **Credit will only be given to the Contractor for MBE participation that is directly attributable (i.e. directly related) to the services provided under the State Contract.**

For any questions about the MBE Subcontractor participation goal, proper completion of MBE Affidavits or the MBE program in general, please contact the Procurement Officer prior to the Proposal Due (closing) Date. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of initial proposals.

The Contractor shall structure its award of subcontracts under the Contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D, "MBE Instructions/Forms." **Read Attachment D carefully.** Subcontractors used to meet the MBE goal of this RFP must be identified in the Offeror's proposal.

Attachment D-1, “Certified MBE Utilization and Fair Solicitation Affidavit,” must be properly completed and submitted with each Offeror’s proposal. Completion means that every MBE has been identified and the requested information provided. An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section must submit a request for waiver with its proposal submission based upon making a good faith effort to meet the MBE goal prior to submission of its proposal (full or partial waiver based on the MBE subcontracting commitment that is made). **Failure of an Offeror to properly complete, sign and submit Attachment D-1 at the time it submits its Technical Response to the RFP will result in the State’s rejection of the Offeror’s Proposal to the RFP. This failure is not curable.**

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone number is (410) 865-1269. The directory is also available at <http://www.e-mdot.com>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the website.

### **1.27 ARREARAGES**

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

### **1.28 PROCUREMENT METHOD**

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

### **1.29 VERIFICATION OF REGISTRATION AND TAX PAYMENT**

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

### **1.30 FALSE STATEMENTS**

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

(a) In connection with a procurement Contract, a person may not willfully:

1. Falsify, conceal or suppress a material fact by any scheme or device;
2. Make a false or fraudulent statement or representation of a material fact; or
3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.



(b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

(c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

### **1.31 PAYMENTS BY ELECTRONIC FUNDS TRANSFER (EFT)**

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

### **1.32 RESPONSIBILITY FOR CLAIMS AND LIABILITY**

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

### **1.33 CONTRACT EXTENDED TO INCLUDE CERTAIN NON-STATE of MARYLAND GOVERNMENTS, AGENCIES OR MARYLAND NON-PROFIT ORGANIZATIONS**

Maryland county, municipal and other non-State of Maryland governments within Maryland, agencies of governments in states adjoining Maryland, including Washington, D.C., or Non-profit Organizations within Maryland may purchase from the Contractor services covered by this Contract at the same prices chargeable to the State. All such purchases by the above identified non-State of Maryland governments, agencies or Maryland Non-profit Organizations: (1) shall constitute Contracts between the Contractor and that government or agency or Non-profit Organization; (2) shall not constitute purchases by the State of Maryland or State of Maryland agencies under this Contract; (3) shall not be binding or enforceable against the State of Maryland; and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. With respect to such uses/purchases, the Contractor may only contact the Contract Manager to determine whether an entity that proposes to use this Contract is an agency of the State of Maryland. The Contract Manager will have no involvement of any kind regarding the usage of this Contract by any non-State of Maryland governmental entity or Maryland Non-profit Organization. Monthly (by the 15<sup>th</sup> of the month for the preceding month's activities) and annually (within 15 days of the end of each contract year), the Contractor shall report to the DBM Contract Manager any non-State of Maryland governments, agencies or Maryland Non-profit Organizations which have obtained services under the provisions of this Contract and the aggregate value of such usage, along with an annual and end-of-Contract summation of the contents of these monthly reports.

As noted in the Financial Proposal Instructions (Attachment F), these monthly reports of non-State of Maryland governments, agencies and Maryland Non-profit Organization usage will be a factor in determining the appropriate pricing for any given month. Note: the reports shall be based on actual billing date(s) of service, not actual date(s) of service.

### **1.34 LIVING WAGE REQUIREMENTS**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18 of the SFP. Additional information regarding the State's Living Wage requirement is contained in this solicitation (Attachment 0, "Living Wage Requirements for Service Contracts"). If the Offeror fails to submit and complete the Living Wage Affidavit of Agreement (Attachment 0-1), the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to SFP §18-102(d) shall assign the tier based upon where the recipients of the services are located.

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

Information on reporting obligations may be found under "Living Wage" on the DLLR Website at: <http://www.dllr.state.md.us>

### **1.35 PROMPT PAYMENT**

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to §§11-201, 13-205(a), and Title 14, Subtitle 3 of the SFP and COMAR 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a Contract must comply with the prompt payment requirements outlined in the Contract, §29 (Attachment A). Additional information is available on the Governor's Office of Minority Affairs website at: [http://www.oma.state.md.us/documents/PROMPTPAYMENTFAQs\\_000.pdf](http://www.oma.state.md.us/documents/PROMPTPAYMENTFAQs_000.pdf)

### **1.36 PERFORMANCE GUARANTEES/LIQUIDATED DAMAGES**

It is critical to the State that occupational medical services be performed in a timely manner and that the Contractor operates in an extremely reliable manner. It would be impractical and extremely difficult to assess the actual damage sustained by the State in the event of delays or failures in service, reporting and attendance of Contractor personnel for scheduled work and provision of services to the State agencies served by this Contract. The State and the Contractor, therefore, presume that in the event of any such delay, the amount of damages which will be sustained by a failure to perform to certain standards will be the amounts set forth in Attachment A §27, Liquidated Damages, and the Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty. For amounts due the State as liquidated damages, the State, at its option, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item as further described in Attachment A §27.

### **1.37 DHR HIRING AGREEMENT CLAUSE**

By submitting a proposal in response to this solicitation, the Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (Attachment P). The Hiring Agreement is to be executed by the successful Offeror and delivered to the Procurement Officer within ten (10) days following receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

The Hiring Agreement provides that the Contractor, DHR and the contracting entity will work cooperatively to identify and hire qualified current and former Family Investment Program recipients, their children, foster youth and child support obligors to fill job openings resulting from this procurement, in accordance with Section 13-224, SFP.

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## **SECTION 2 – OFFEROR’S MINIMUM QUALIFICATIONS**

### **2.1 THE OFFEROR**

As an organization, the Offeror must, within the past 5 years, have at least 6 months experience in providing similar services to one organization, firm or agency of at least 5,000 employees, members, clients, etc., and during the same 6 month period, the cumulative total of employees, members, clients, etc. serviced must exceed 10,000.

NOTE: Offerors meeting these minimum requirements are not guaranteed to ultimately be deemed responsible or have their proposal deemed reasonably susceptible for award.

## **SECTION 3 – SCOPE OF WORK**

### **3.1 PURPOSE**

The Maryland Department of Budget & Management’s OPSB, Medical Services Unit, hereafter referred to as the “Department,” is issuing this RFP to obtain a Contractor to provide State Medical Director and Occupational Medical Services, which may be used by all agencies of Maryland State Government, by non-State of Maryland governments and agencies in Maryland, governments or government agencies in adjoining States including Washington, D.C. and Maryland Non-profit Organizations. Currently, State of Maryland agencies cumulatively spend over \$1.5 million annually on medical services. The current Contract and subsequent Contract resulting from this RFP are the primary Contract(s) available to State agencies to obtain SMD and Occupational Medical Services for their employees and/or prospective employees. Historical usage of SMD services is available in Attachment N.

This Contract has not previously been extended to non-State of Maryland governments or agencies or Maryland Non-profit Organizations, therefore, history or projection of usage by these entities is not available.

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

DBM is seeking a Contractor to provide 19 types of services for State agencies in general (a detailed description of each service follows in Sections 3.3.1 through 3.3.19) and 3 other types of services that apply only to MDOT agencies (a detailed description of each of these services follows in Sections 3.3.20 through 3.3.22). Section 3.3.23 is an optional service further explained in that Section. The amounts to be paid to the Contractor for each service shall be as proposed in the selected Offeror’s final Financial Proposal (Attachment F-1).

## **3.2 BACKGROUND**

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

As stated above, State agencies have historically spent about \$1.5 million annually on the medical services covered by this RFP. The quantities of procedures listed on the Financial Proposal (Attachment F-1) are the best approximation DBM has of the possible need for procedures and/or services under this RFP. However, DBM does not guarantee in any manner that these quantities will reflect either a minimum or maximum level of need for any or all procedures and/or services. Moreover, the Contractor must provide whatever level of need actually occurs for any and all procedures and/or services covered by this RFP.

## **3.3 MEDICAL SERVICES REQUIRED TO BE PERFORMED**

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

### **3.3.1 Routine Pre-Placement Physicals & Pre-Placement Physicals Based Upon Ergonomic Job Assessment Profiles For Employees/Applicants**

**3.3.1.1** Routine Pre-Placement Physicals may be performed on current employees and individuals who have been conditionally offered employment by a State agency. The exact content of such examinations shall be determined by the SMD, in consultation with the Designated Agency Contact (DAC). At a minimum, examinations shall include the following:

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

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

**3.3.1.2** Pre-Placement Physicals based upon Ergonomic Job Assessment Profiles – As directed by the DAC, the Contractor shall perform a pre-placement physical based upon the requirements of an Ergonomic Job Assessment Profile, when one exists, for a job classification for which the applicant is under consideration for employment. The Contractor shall perform the examinations listed in 3.3.1.1 above for any job classification the DAC determines that an appropriate Ergonomic Job Assessment Profile exists. The Contractor shall also determine whether the applicant is capable of performing the full scope of the requirements as described in the Ergonomic Job Assessment Profile without undue adverse effect, based upon the requirements of the position.

Any additional testing that includes an additional expense shall be approved in advance by the DAC. See Section 3.3.9 pertaining to payments associated with such additional tests or referrals.

The SMD shall fax or email to the DAC a written summary of the results of the Routine Pre-Placement Physical or Pre-Placement Physical based upon Ergonomic Job Assessment Profile within one (1) business day of the examination. A final written report shall be submitted to the DAC within five (5) business days of the examination.

The Contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Routine Pre-Placement Physical or Pre-Placement Physical based upon Ergonomic Job Assessment Profile performed, after the DAC receives and accepts the written report of employment qualification.

### **3.3.2 Standard Psychological Evaluations Of Employees/Applicants**

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

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

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

### **3.3.3 Initial Workability Examinations**

**3.3.3.1** Employees may be referred to the SMD for a comprehensive workability examination. The Workability Examination seeks to achieve one or more of the following objectives:

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

At a minimum, the Initial Workability Examination shall include:

- Personal health history;
- Medical screening - to include but not be limited to: height, weight, blood pressure, pulse, vision, hearing (audiometric testing) and TB test; and
- Examination of general physical condition - dermatological, respiratory, cardiovascular, abdominal, digestive, genito-urinary, musculo-skeletal, neurological, etc.
- Review of relevant medical records from the employee's treating physician(s).

If medically indicated and with the approval of the DAC, the SMD may also:

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

See Section 3.3.9 pertaining to payments associated with such additional tests or referrals.

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

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

### **3.3.3.2 No Show/Late Fees**

The Contractor is permitted to charge an amount equivalent to 20% of the firm fixed unit price per exam specified in its Financial Proposal if a referred employee fails to attend or arrives 30 or more minutes late for a scheduled Initial Workability Examination, and the Contractor cannot accommodate an exam at that time, except for extraordinary circumstances, as explained below, or when the DAC gives the Contractor at least 24 hours advance notice of cancellation or late arrival. Extraordinary circumstances (personal circumstances, acts of God, etc) in which the referred employee fails to attend or arrives 30 or more minutes late will be reviewed on a case-by-case basis and approved by the Contract Manager as to whether a “no show” fee may be charged. If the Contractor performs an examination of a referred employee who arrives 30 or more minutes late without the employee being rescheduled for another appointment at another time and leaving the premises, a no show fee may not be charged.

### **3.3.4 Follow-Up Workability Examinations**

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

All of the terms and conditions under Initial Workability Examinations (Section 3.3.3) shall apply to all subsequent Follow-Up Workability Examinations.

The Contractor will be paid the firm fixed unit price per exam specified in its Financial Proposal for each Follow-up Workability Examination performed, after the DAC receives and accepts the final comprehensive Follow-Up Workability report.

### **3.3.4.2 No Show/ Late Fees**

No Show/Late fees are permissible in accordance with the provisions specified in Section 3.3.3.2.

### **3.3.5 Fitness-For-Duty/Ability-To-Work Examinations**

Fitness-for-Duty/Ability-to-Work Examinations may be requested to address a medical issue(s) identified in conjunction with an on-the-job injury, occurrence of sick leave, short-term disability and in other situations when the State agency requires a medical opinion to determine an employee’s ability to work or to perform assigned job duties. Depending on the nature of the



medical issue, the Fitness-for-Duty/Ability-to-Work Examination may address the physical, psychological, emotional and/or cognitive abilities of the employee to perform assigned duties. The SMD will provide information on the type and severity of the injury/illness, treatment history and social or family history, as appropriate. If deemed medically necessary and after securing the approval of the DAC, the SMD may refer the employee to other medical specialist(s) (e.g., cardiologist, orthopedist, psychiatrist, etc.) for further evaluation. See Section 3.3.9 pertaining to payments associated with such tests or referrals.

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

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

### **3.3.6 Substance Abuse MRO Services**

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

The SMD shall perform all MRO responsibilities in accordance with COMAR 17.04.09 and the Urine Specimen Collection Handbook published by the SAMHSA. The SMD shall also assist positive donors who wish to avail themselves of a retest of the same specimen, as specified in the Health General Article §17-214.

On an as needed basis, the SMD shall meet with the Contract Manager in Baltimore to review and approve non-negative drug testing results.

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

### **3.3.7 Medical Advisor/Consultation Services & Ergonomic Job Assessment Profiles**

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

- providing professional advice on any occupational, medical and/or related employment issues from a preventive and remedial perspective and making appropriate recommendations;
- providing professional medical advice to the DAC in consultation with other State Officials (such as, but not limited to, the DBM or MDOT Secretary, the Office of the Attorney General, the MTA General Counsel, DHMH and the Statewide Equal Employment Opportunity Coordinator) on a variety of occupational/medical issues, such as (but not limited to) reasonable work accommodations and indoor air quality concerns; and sufficiently maintaining definitive and detailed medical records that will withstand potential court challenges;

- coordinating referrals for Medical Specialist and Laboratory Services as indicated in Section 3.3.9;
- coordinating and/or providing wellness and fitness programs, individual instructions and classes, to include working with the MD Aviation Administration on the development and implementation of a wellness program for Airport Firefighters; and
- providing any medical training related to the services required in this Contract, as deemed appropriate by the DAC.
- Consultation Services may include meetings on an as needed basis (generally once per week) with the Contract Manager to review requests for Leave Bank/Employee-to-Employee leave.

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

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

**3.3.7.3** Ergonomic Job Assessment Profiles – Upon request, the Contractor will visit and observe certain job requirements at specified locations within the Baltimore Metro area and perform an assessment of a job classification that encompasses all significant physical requirements of the job. Physical requirements include, but are not limited to, amount of weight to be lifted, cumulative weight through repetitive lifting, repetitiveness of non-weight bearing motions, maximum duration of standing, walking and sitting vs. cumulative duration of standing, walking and sitting, noise and light levels, etc.

**3.3.7.3.1** If an assessment profile is needed beyond 25 miles of 301 W. Preston St, Baltimore, MD, the Contractor may charge mileage beyond the 25<sup>th</sup> mile to the site of assessment and from the site back to the 25<sup>th</sup> mile.

For assessments requested beyond 25 miles the State will:

1. Pay mileage in accordance with State Travel Regulations and,
2. Pay 50% of the hourly rate, as specified in the Financial Proposal for Ergonomic Job Assessment Profiles, for travel time in tenth of an hour increments, rounded to the nearest tenth of an hour, for the time expended by the person(s) conducting Ergonomic Job Assessment Profiles to travel to the site of the assessment from the 25<sup>th</sup> mile and from the site of the assessment back to the 25<sup>th</sup> mile from 301 W. Preston St. in Baltimore. The Contractor must provide proper documentation to support its billing under this section.

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

The Contractor will be paid the firm fixed unit price per hour for conducting and documenting the Ergonomic Job Assessment Profile for a specific job classification to the DAC.

### **3.3.8 Testimony And Preparation**

As requested in writing by the DAC, the Contractor shall make Contract personnel available to provide a deposition or testimony and relevant documentation in support of any administrative and/or court actions. No person provided for testimony shall have been convicted of perjury or any felony crime. The SMD or designated medical specialist shall assist in the defense of any administrative or judicial action where its opinions or decisions are at issue. This requirement shall survive the duration of this contract and shall specifically apply for the same duration as described for the retention of records and reports in Section 4.5.

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

For any authorized travel beyond the 30-mile radius referenced above, the Contractor will also be reimbursed for mileage expenses at the same rate that is paid to State employees (51 cents per mile – as of January 2011).

### **3.3.9 Medical Specialist And Laboratory Services**

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

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

The actual amount charged to the State for any medical specialist or laboratory services shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule for the same procedure, provided a rate has been established for the procedure. If no rate has been established, billing shall be for the exact amount charged by the providing specialist/laboratory without any markup or additional charges. All referred specialists shall agree to accept these payment rates and State agencies will not pay any specialist more than these rates.

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

### **3.3.10 Health Benefits Review Committee Services**

The SMD shall serve on the Health Benefits Review Committee and review assigned cases (including medical records) and provide medical opinions as appropriate. The Committee meets with the Contract Manager and DBM's Employee Benefits Division (EBD) staff in Baltimore on a monthly basis. The Committee evaluates appeals from State employees and retirees and their dependents for services that have been denied by the State's health insurance contractors. The Committee also considers requests for coverage of extra-contractual services (*e.g.*, those services that are not normally covered in the contract between the State and its health insurance contractors). Any determinations made at these meetings are processed by EBD.

The MTA has a separate Health and Welfare Plan for its Union Employees. The SMD must supply a medical opinion in response to the union employee's appeal to the Health Benefits Review Committee and provide the services covered under this section for this Plan when appropriate. The MTA Committee meets only on an exception basis (generally two or three times a year).

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

NOTE: Due to changes that may be required as a result of Health Care Reform, the services in Section 3.3.10 may not be needed in the future. It may be necessary to modify the Contract to comply with Health Care Reform.

### **3.3.11 Workers' Compensation Treatment Provider**

The SMD shall provide medically necessary, on-going treatment of on-the-job injuries in non-life threatening situations at the employee's discretion. Each time the employee is treated, the SMD shall fax or email to the DAC a preliminary status report before the close of business on the day of treatment, unless treatment occurs after the close of business on a given day, and shall fax the report to the workers' compensation third party administrator (currently IWIF) within two (2) business days of each treatment session. Such reports shall provide relevant information on the employee's medical condition and ability to return to work. The SMD shall also establish a projected return-to-work date.

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

- Accurate reflection of the diagnosis and body part(s) affected, updated as needed throughout the course of treatment provided.
- Treatment Plan
- Percentage of current disability
- Target date for maximum recovery from this injury/illness
- Assessment of the employee to determine the employee's ability to return to work with or without restrictions, based on an analysis of assigned job duties as received from the DAC. Restrictions will be specific as to the physical capabilities of the employee.

The actual amount charged to the State for any treatment provided in conjunction with a Workers' Compensation case shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule for the same treatment, provided a rate has been established for the treatment. If no rate has been established, billing shall be for the exact amount charged by the providing specialist/laboratory without any markup or additional charges.

### **3.3.12 Second Opinion Examinations On Workers' Compensation Cases**

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

If medically indicated, the SMD may also:

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

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

- Accurate reflection of the diagnosis and body part(s) affected, updated as needed throughout the course of treatment provided.
- Treatment Plan
- Percentage of current disability
- Target date for maximum recovery from this injury/illness
- Evaluation of the employee to determine the employee's ability to return to work with or without restrictions, based on an analysis of assigned job duties as received from the DAC. Restrictions will be specific as to the physical capabilities of the employee.

The actual amount charged to the State for the second opinion examination on Workers' Compensation cases shall not exceed the rate authorized by WCC in the Maryland Medical Fee Schedule for the same exam, provided a rate has been established for the exam. If no rate has been established, billing shall be for the exact amount charged by the providing specialist/laboratory without any markup or additional charges

### **3.3.12.1 Reporting**

On a monthly basis, by the 15<sup>th</sup> of the month for the preceding month's activities, the SMD shall provide the Contract Manager and the third party administrator with reports on statistical and trending information, including but not limited to, the:

- number of new employees treated,
- number of employees under continuing care,
- number and type of services provided,
- number of employees returned to full time duty,
- number of employees returned to modified duty,
- number of employees opting out of care of SMD,
- number of employees referred for physical therapy and number of treatments utilized for such employees, and
- number of employees referred to other medical specialists (*e.g.*, cardiologists, orthopedists, psychiatrists, etc.) outside of SMD practice

### **3.3.13 Critical Incident Response/Critical Debriefing Services For Employees & Other Individuals**

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

The Contractor will be paid the firm fixed unit price per hour as specified in its Financial Proposal for the number of hours, or portions thereof (in 15 minute increments), of Critical Incident Response/Critical Debriefing Services performed and accepted by the DAC.

### **3.3.14 Medical Surveillance Examinations**

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

In accordance with current OSHA and MOSHA regulations, exposure to the following substances or conditions requires surveillance: asbestos, benzene, chromium, coal tar pitch volatiles, ethylene oxide, formaldehyde, hazardous waste, inorganic arsenic, lead, noise and vinyl chloride. Exposure to other chemicals/hazardous materials (i.e., cadmium, heavy metals, mercury, PCB's, pesticides and radiation) may require medical surveillance examinations and monitoring.

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

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

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

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

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

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

The Contractor will be paid the firm fixed unit price per exam as specified in its Financial Proposal for each Medical Surveillance Examination performed, after the DAC receives and accepts the reports described above. Baseline examinations and annual evaluations shall be paid to the Contractor at its firm fixed unit price for Medical Surveillance Examinations specified in its Financial Proposal. If any Medical Specialist or Laboratory Services referrals are required in conjunction with a Medical Surveillance Examination, the Contractor will be paid the firm fixed unit price per hour specified in its Financial Proposal for Medical Specialist and Laboratory Services (Section 3.3.9). All of the terms and conditions specified in Section 3.3.9 shall apply to Medical Specialist and Laboratory Services required in conjunction with a Medical Surveillance Examination.

### **3.3.15 Bloodborne Pathogen & Vaccination Services**

Although all of the services in Section 3.3.15 are specifically required by the Department of Juvenile Services (DJS), any other State agency may request any or all of them. The rates and payment circumstances described in Section 3.3.15 shall apply to DJS or any other State agency that uses such services.

#### **3.3.15.1 Bloodborne Pathogen Services**

The SMD shall provide the services enumerated in accordance with the OSHA standard specified in 29 CFR 1910.1030 (Attachment M). These services shall be provided to DJS employees at the following residential facilities, which operate 24 hours a day with staff on duty at all times:

- Alfred D. Noyes Children's Center – 9925 Blackwell Road, Rockville, MD (Montgomery County)
- Baltimore City Juvenile Justice Center – 300 North Gay Street, Baltimore, MD
- Charles H. Hickey, Jr. School – 9700 Old Harford Rd, Baltimore, MD (Baltimore County)
- Cheltenham Youth Facility – 11001 Frank Tippet Road, Cheltenham, MD (Prince George's County)
- J. DeWeese Carter Youth Facility – Scheeler Road, Chestertown, MD (Kent County)
- Lower Eastern Shore Children's Center – 405 Naylor Mill Road, Salisbury, MD (Wicomico County)
- Maryland Youth Residence Center – 721 Woodbourne Avenue, Baltimore, MD
- Thomas J. S. Waxter Children's Center – 375 Red Clay Road, S.W., Laurel, MD (Anne Arundel County)
- Victor Cullen Center – 6000 Cullen Drive, Sabillasville, MD (Frederick County)
- Western Maryland Children's Center – 18420 Roxbury Road, Hagerstown, MD (Washington County)
- William Donald Schaefer House – 907 Druid Park Lake Drive, Baltimore, MD
- Youth Center Headquarters – 326-328 Queen City Drive, Cumberland, MD (Allegany County)

#### **3.3.15.2 Education Services**



**3.3.15.2.1** The SMD shall conduct annual training of employees who have potential for exposure to bloodborne pathogens in the workplace. As specified by the DAC, training shall be provided at each residential facility and shall be provided to employees during their assigned work shifts. Training shall be scheduled to accommodate the needs of the agency.

The training curriculum shall contain all of the components specified in the OSHA standard and shall be ADAPted to the educational level of the employees. The maximum number of employees per training session shall be no more than 30 at a time.

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

Within five (5) days of Contract award, the SMD shall provide to DJS the name(s) and qualifications of all trainers and a copy of the course curriculum. On each date that a training session occurs, the SMD shall provide to DJS:

- A list, by facility and date, of all employees that received training documented on the DJS Bloodborne Pathogen Standard Training Record;
- A summary of services provided documented on the DJS Bloodborne Pathogen Training Encounter Form; and
- The original DJS Hepatitis B Employee Record Form completed by new employees at the time of initial training.

**3.3.15.2.2** Upon request of any State Agency, the Contractor shall conduct general or specialized on-site medical training (for example: smoking cessation). Within 10 days of the commencement of the Contract, the Contractor shall provide the Contract Manager with a list of topics for which agencies may request training. The Contractor shall have specific instruction available on smoking cessation, weight loss, nutrition, glucose monitoring and blood pressure monitoring. Each training session shall be a minimum of one hour.

If on-site medical training is needed beyond 25 miles of 301 W. Preston St, Baltimore, MD, the Contractor may charge mileage beyond the 25<sup>th</sup> mile to the site of training and from the site back to the 25<sup>th</sup> mile.

For on-site medical training requested beyond 25 miles the State will:

1. Pay mileage in accordance with State Travel Regulations and,
2. Pay 50% of the training session rate as specified in the Financial Proposal for Education Services

The Contractor must provide proper documentation to support its billing under this section.

The Contractor will be paid the firm fixed unit price per training session as specified in its Financial Proposal for each training session performed, after the appropriate requesting Agency (DJS or otherwise) receives and accepts the list of employees who were trained.

### **3.3.15.3 Hepatitis B Vaccinations**

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

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

Within five (5) days after Contract award, the SMD shall provide to DJS the name(s) and qualifications of all staff administering vaccinations. The SMD will provide DJS any updates of staff qualifications as staff changes occur. A vaccination shall not be performed by a person whose identity and qualifications have not been provided and approved by DJS.

Each time vaccinations are administered, the SMD shall provide to DJS:

- A list, by facility and date, of all employees that received the Hepatitis B vaccination documented on the DJS Bloodborne Pathogen Training Encounter Form;
- The original DJS Hepatitis B Vaccine Employee Record;
- The original DJS consent form signed by each employee who receives the Hepatitis B vaccination; and
- The original DJS declination form signed by each employee who declines the Hepatitis B vaccination.

The licensed nurse shall provide each employee who has received a Hepatitis B vaccine with a DJS vaccine reminder card, indicating when the employee is due for the next dose.

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

#### **3.3.15.4 Testing and Counseling**

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

The SMD shall advise the employee of the results of the blood test and the SMD shall also discuss the possibility of HIV, HBV, and HCV infection(s) and laws and regulations concerning disclosure and infection. The SMD shall discuss the need for Hepatitis B vaccination and administer the vaccine if clinically indicated.

If the Hepatitis B vaccine is administered, the SMD shall provide a written report of vaccination to the employee and DJS within fifteen (15) calendar days of the initial vaccination. The SMD shall also counsel the employee regarding the need to complete the vaccine series. If the employee declines the vaccine, the SMD will provide DJS a written report of declination within (15) days of the declination.

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

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

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

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

#### **3.3.15.5 Vaccination Services**

The Contractor shall provide on-site vaccination services to all State Agencies upon request of a DAC. As described below, agencies will guarantee a minimum of 15 vaccinations will be performed on each such occasion.

Subject to the caveat in the "Note" below, if on-site vaccination service is needed beyond 25 miles of 301 W. Preston St, Baltimore, MD, the Contractor may charge mileage beyond the 25<sup>th</sup> mile to the site of vaccination services and from the site back to the 25<sup>th</sup> mile.

For vaccination services requested beyond 25 miles the State will:

1. Pay mileage in accordance with State Travel Regulations and,
2. Pay 50% of the training session rate as specified in the Financial Proposal for Education Services, in tenth of an hour increments, rounded to the nearest tenth of an hour, for the time expended by the person(s) administering the vaccinations to travel from the 25<sup>th</sup> mile to the site of the vaccinations and from the site of the vaccinations back to the 25<sup>th</sup> mile from 301 W. Preston St. in Baltimore

The Contractor must provide proper documentation to support its billing under this section.

Note: if the Contractor is scheduled to be at a particular site for services other than strictly vaccination services (*i.e.* training sessions when vaccinations are also provided), the Contractor may not bill for additional travel and time since the training session fee already compensates the Contractor for these expenses.

The Contractor shall bill a “per vaccine” price for each employee vaccinated, and if applicable, mileage and 50 % of training session rates. In the event that fewer than 15 employees are vaccinated, the Contractor may still bill for 15 vaccinations and if applicable, mileage and 50% of training session rates. The actual amount charged to the State for vaccinations shall not exceed the rates authorized by WCC in the Maryland Medical Fee Schedule.

### **3.3.16 US DOT-Regulated Physical Examinations**

In accordance with 49 CFR 391 and the Medical Guidelines of the Federal Motor Carrier Safety Administration (FMCSA), the SMD shall perform US DOT-Regulated Physical Examinations on employees/applicants who are in classifications requiring them to qualify for a US DOT medical card to obtain and maintain a Commercial Drivers License (CDL).

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

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

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

### 3.3.17 US DOT-Regulated Drug Testing

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

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

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

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

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

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

- 14 CFR Parts 61, 63, 65, 121 & 135 - FAA Substance Abuse Testing Rules.
- 49 CFR Part 29 - USDOT Drug Free Workplace Act Implementation.
- 49 CFR Part 40 - US DOT Drug & Alcohol Testing Protocols.
- 49 CFR Part 382 – FMCSA Controlled Substances & Alcohol Use & Training.
- 49 CFR Part 383 - FMCSA CDL Standards, Requirements & Penalties.
- 49 CFR Part 392 – Driving of Commercial Vehicles.
- 49 CFR Part 395 - Hours of Service of Drivers.
- 49 CFR Part 655 - FTA's Final Rule on Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operations.
- MRO Manual - U.S. Department of Health & Human Services.
- The SAP Guidelines.

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

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

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

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

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

As specified in 49 CFR 40.103, the SMD shall submit blind samples for drug testing.

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

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

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

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

### **3.3.18 US DOT-Regulated Alcohol Testing**

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

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

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

The SMD's Breath Alcohol Technicians shall be certified and shall ensure that all alcohol tests are appropriately administered by:

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

Confirmed test results with a reading of 0.02 or greater shall be immediately (within one hour of confirmed result) reported to the DAC or designee.

The SMD shall provide written results of all confirmed alcohol tests, as well as any negative results, to the DAC within two (2) business days of the test.

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

### **3.3.19 US DOT-Regulated SAP Evaluations**

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

**A SAP that has given a treatment recommendation may not provide treatment.**

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

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

**MDOT requires that the SMD provide the following MDOT specific services (Sections 3.3.20 through 3.3.22):**

### **3.3.20 MDOT Physical Examinations**

#### **3.3.20.1 FAA 2<sup>nd</sup> Class Airmen Certification Physicals (in accordance with 14 CFR, Part 67)**

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

#### **3.3.20.2 ADA Paratransit (ADApt – Americans With Disabilities Act - compliant) Eligibility Functional Assessments**

The ADA, signed into law in 1990, mandated an accessible fixed-route transportation system providing persons with disabilities the flexibility of accessible transportation. As a safety net to accessible fixed-route, a paratransit service is also mandated for individual circumstances where accessible fixed-route is not an option.

The MTA provides extensive accessible fixed-route service, as well as a complementary paratransit service, Mobility. The Mobility service is available to all qualifying customers and provides service to all locations within the Mobility Service Area (Attachment L). Mobility must comply with ADA requirements. Fundamental to these requirements is the determination of eligibility for paratransit service which falls into 3 categories:

1. Individuals who are unable to board, ride or disembark independently from an accessible vehicle because of their disability.
2. Individuals with disabilities who cannot use the fixed-route system because an accessible vehicle is not available on the route or at the time of desired travel, or a vehicle's lift cannot be deployed at the stop they use.
3. Individuals who are prevented from traveling to or from a bus stop because of their disability.

The Mobility eligibility certification process is conducted at the Mobility Certification office at 4201 Patterson Ave., Baltimore, MD 21215. The process requires a written application, part of which is an affidavit completed by the applicant's personal physician, documenting the applicant's disabilities that may qualify them for Mobility service. The certification process is required by law to be completed within 21 days from the receipt of a complete application submittal to MTA Mobility. Due to this time constraint, the Mobility Certification office continues to analyze and modify the process to streamline and simplify the process. The Contractor must be flexible in revising its procedures in conformance with process changes implemented by the Mobility Certification office.



The application is reviewed by a Mobility Certification Officer who schedules an in-person interview to determine if the applicant is able to ride fixed-route transportation consistently or conditionally. The Certification Officer determines eligibility through review of the written, verbal and visual interview. To assist in the eligibility determination, the Certification Officer may require further assessment by requesting either a physical or cognitive assessment by the Contractor. Additional assessments are not requested on all applicants, only those whose eligibility determinations cannot be clearly made from the Certification Officer's interview. Physical assessments are not currently conducted at the Mobility Certification office, but Mobility will require Contractor personnel on-site in the Mobility Certification office to conduct assessments when needed under this Contract. Mobility is currently processing approximately 200-250 applicants per week, with expectations of continued growth. The estimated need for physical assessments are approximately 60-100 assessments per week and cognitive assessments estimates are approximately 20-50 assessments per week. Due to the unpredictability of the needs for assessments, these numbers could vary significantly on a daily and weekly basis. These estimates are not a guarantee of level of work and should be used for planning purposes only.

### **3.3.20.3 ADapt Assessment Evaluations (Attachment K)**

Two different types of ADA Paratransit Eligibility Functional Assessments may be required: physical/functional or cognitive/functional ability. These Assessments are further described in detail in Attachment K. If the MTA uses the SMD for orientation and mobility assessments, it will make its existing materials (such as assessment forms and instructions, physical props such as signage and any documented procedures) available. These assessments are further described in Attachment K.

#### **3.3.20.3.1 Physical/Functional Assessment**

Mobility currently uses the form provided in Attachment K-1 for physical/functional assessments on applicants for certification to ride Mobility. Attachment K-2 is provided for general background and education on the physical assessment of an individual's ability to ride fixed-route transportation. The current Mobility assessment is not an exact duplicate of K-2. Physical/Functional assessments should be conducted by a professionally trained physical therapist.

The Contractor shall be paid the firm fixed unit price per assessment specified in its Financial Proposal for each Physical/Functional Assessment performed after the DAC receives and accepts the assessment.

### **3.3.20.3.2 Cognitive/Functional Assessment**

Cognitive disabilities alone may also qualify applicants for paratransit eligibility. Mobility does not currently conduct a formal cognitive assessment testing but is interested in initiating this type of testing using the Functional Assessments of Cognitive Transit Skills (FACTS) test. Attachment K-3 is the cognitive functional assessment test that uses an ADaptation of the FACTS test, developed as a Project Action grant by Pittsburgh's ACCESS Transportation Systems with the Harmarville Rehabilitation Centers and Center of Applied Neuropsychology. FACTS is structured around a simulated transit trip. Attachment K-3 is a description of the test, a copy of the test sheet and a copy of the test scoring sheet. Medical background or education is not required to perform this test.

The Contractor shall be paid the firm fixed unit price per assessment specified in its Financial Proposal for each Cognitive/Functional Assessment performed after the DAC receives and accepts the assessment.

### **3.3.20.4 Location and Scheduling of Assessments**

MTA Mobility will require physical and cognitive functional testing be done:

- At the Mobility Certification Office
- At locations that the Contractor identifies when there is temporary unavailability of the Mobility Certification office or when there is a large number of applicants
- During weekdays, during standard business hours. Current Mobility Certification Office hours are 9:00 AM to 4:00 PM
- On an as needed basis, after normal business hours and/or Saturdays. This need is very infrequent and is usually only required when normal business hours have been disrupted and there is a resultant backlog of applicants.

MTA Mobility's requirement for assessment location is at its Certification Office. This provides a streamlined and efficient process which is most beneficial to both the MTA and the applicants. Assessments at locations other than the Certification Office should only occur due to abnormal situations such as temporary unavailability of the Certification Office or a large number of applicants in which case a Contractor's center may be used for some assessments to supplement the Certification Office.

### **3.3.20.5 Contractor's Responsibilities**

Within 10 days after Contract award, the Contractor shall provide:

- A Logistics Plan, including names and functions of personnel, for conducting assessments at an MTA site located within MTA Mobility Service Area. Plan should include hours of availability for conducting assessments, any scheduled "downtime" for assessment personnel such as required breaks and facility needs for personnel.

- Name(s) and titles(s) of individuals responsible for the functional assessments, including any management or project management personnel.
  - Qualifications of staff (*e.g.*, resumes or hiring requirements) expected to be involved in functional assessments.
  - Any relevant experience or abilities relative to conducting functional assessments.
  - A training plan for all personnel who will be involved in assessments or management of assessors. MTA requires that all personnel be trained in ADA.
- Identification of specific facility or facilities where the Contractor proposes to conduct assessments as back-up or alternative to MTA locations. Facilities must be located in the MTA Mobility Service Area (Attachment L).

### 3.3.21 ADapt Assessments for MDOT Specific Job Classification/Positions

As requested by the DAC, the SMD shall develop and conduct ADapt assessment evaluations of MDOT specific job classifications/positions. These evaluations will define the physical abilities necessary to perform the essential functions of MDOT specific classifications/positions. MDOT will provide the SMD with a job specification which details the essential job functions of the job classifications/positions for each ADapt assessment evaluation requested. The evaluation of each job classification/position by the SMD will include a preliminary review, an on-site biomechanical work site evaluation and a final report.

If an on-site evaluation is needed beyond 25 miles of 301 W. Preston St, Baltimore, MD, the Contractor may charge mileage beyond the 25<sup>th</sup> mile to the site of the evaluation and from the site back to the 25<sup>th</sup> mile.

For an evaluation requested beyond 25 miles, the State will:

- Pay mileage in accordance with State Travel Regulations and,
- Pay 50% of the assessment rate as specified in the Financial Proposal for ADapt Assessments for MDOT Specified Job Classifications/Positions, in tenth of an hour increments, rounded to the nearest tenth of an hour, for the time expended by the person(s) conducting the assessment to travel from the 25<sup>th</sup> mile to the site of the assessment and from the site of the assessment back to the 25<sup>th</sup> mile from 301 W. Preston St. in Baltimore.

The Contractor must provide proper documentation to support its billing under this section.

The Contractor will be paid the firm fixed unit price per assessment specified in its Financial Proposal for each ADapt assessment performed after the DAC receives and accepts the assessment. Any workability examination conducted by the Contractor utilizing ADapt assessment evaluations shall be billed as specified in Sections 3.3.3 or 3.3.4 as applicable.

### 3.3.22 MDOT Substance Abuse Testing

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

As specified in MDOT's Substance Abuse Manual for non-union employees, the SMD shall conduct drug and/or alcohol testing on employees when there is reasonable suspicion to believe the employee is using drugs and/or alcohol.

#### 3.3.22.1 Drug Screening

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

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

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

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

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

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

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

<u>MdTA Police</u>	<u>Initial</u>	<u>Confirmatory</u>
Marijuana	50	15
Cocaine	300	150
Opiates	2000	2000
Amphetamines	1000	500
Phencyclidine	25	25
Barbiturates	300	200
Benzodiazapines	300	100

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

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

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

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

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

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

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

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

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

### **3.3.22.2 Alcohol Testing**

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

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

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

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

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

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

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

### **3.3.23 Optional 24/7 Service Facility within the Confines of Baltimore City**

- 3.3.23.1 As an optional function, the State requires a 24/7 location to perform services listed in Sections 3.3.17, 3.3.18 and 3.3.22 above within the area of Baltimore City identified in 3.3.23.2. During normal business hours (8am – 5pm, Monday – Friday, except for the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day), the Contractor would conduct all services listed above at the specified location within Baltimore City. After normal business hours (5:01pm – 7:59am) and on weekends and holidays, the Contractor shall conduct at least US DOT drug and alcohol testing at the specified location within Baltimore City.
- 3.3.23.2 The proposed location must be within the confines of Baltimore City, specifically, North of Hanover Street, South of Northern Parkway, West of I-95 & I-895, and East of the intersection of Northern Parkway and Liberty Heights Avenue.
- 3.3.23.3 The Contractor will be paid a fixed monthly fee to operate the 24/7 operation location. Fixed fees will be paid for any services rendered at the location based on prices quoted in the financial proposal.

### **3.4 CONTRACTOR REQUIREMENTS**

- The SMD shall not provide second or third opinions when prohibited by the FMLA.
- The SMD shall **not** make or suggest employment decisions or determine or suggest whether it is possible to make a reasonable accommodation for a person with a disability. The SMD's role is limited to advising the employer about an individual's functional abilities and limitations in relation to job functions and about the individual's ability to meet the employer's health and safety requirements.
- Within 30 days after Contract award, the Contractor will conduct service kick-off meetings in four regions of the State (Western Maryland, Central Maryland, Eastern Shore and Southern Maryland) with appropriate staff, at no cost to the State. The State will provide facilities for the meetings and the Contractor will discuss the services available under the Contract to State agency staff. Local governments may also be invited to attend the kick-off meetings in order to better understand the functionality of the Contract for potential use.

#### **3.4.1 Timeliness**

Specific time limits for the submission of reports are contained in Sections 3.3.1 (Routine Pre-Placement Physicals and Pre-Placement Based Upon Ergonomic Job Assessment Profiles for Employees/Applicants), 3.3.3 (Initial Workability Examinations), 3.3.4 (Follow-Up Workability Examinations), 3.3.5 (Fitness-for-Duty/Ability-to-Work Examinations), 3.3.11 (Workers' Compensation Treatment Provider), 3.3.17 (US DOT-Regulated Drug Testing), 3.3.18 (US DOT-Regulated Alcohol Testing) and 3.3.22 (MDOT Substance Abuse Testing).

The specific time limits for the submission of reports contained in Sections 3.3.1 (Routine Pre-Placement Physicals and Pre-Placement Based Upon Ergonomic Job Assessment Profiles for Employees/Applicants), 3.3.3 (Initial Workability Examinations), 3.3.4 (Follow-Up Workability Examinations), 3.3.5 (Fitness-for-Duty/Ability-to-Work Examinations) and 3.3.11 (Workers' Compensation Treatment Provider) may be extended by the DAC should extenuating circumstances

arise (*e.g.*, additional diagnostic tests and/or medical information are deemed necessary by the SMD). In such situations, the SMD shall apprise the DAC of the extenuating circumstances and the DAC must authorize any extension of the referenced deadlines. The SMD may appeal the DAC's decision with regard to extending the deadline to the Contract Manager, who will determine the final deadline for submission of the referenced reports.

### **3.4.2 Billing and Payment Procedures**

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

Invoices shall be submitted electronically in a format compatible with Microsoft Excel. Invoicing shall reflect any Interval Discount Pricing if Contractor proposed any High Level Usage Discount Pricing as reflected in Attachment F-1-Discout. Contractor shall provide documentation for all High Level Usage for each Service. Each invoice shall contain:

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

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

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

A copy of each invoice shall also be provided to the Contract Manager electronically on a monthly basis before dissemination to the referring State agencies.

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



### 3.4.3 Problem Escalation Procedure

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

The Contractor shall provide contact information, as described in 3.4.3.2, to the Contract Manager as well as other personnel should the Contract Manager not be available.

3.4.3.2 The Contractor must provide a Problem Escalation Procedure no less than 10 days prior to the beginning of the contract, and within 10 days after the start of each contract year (and within 10 days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:

- The process for establishing the existence of a problem,
- The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
- Circumstances in which the escalation will occur in less than the normal timeframe,
- The nature of feedback on resolution progress, including the frequency of feedback,
- Identification of and contact information for progressively higher levels that would become involved in resolving a problem,
- Contact information for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis, and
- A process for updating and notifying the Contract Manager of any changes to the Problem Escalation Procedure.

### 3.4.4 Meetings

The Contractor shall meet with the Contract Manager and requesting Agency's DACs on an as needed basis should problems arise with work under the Contract. Meetings shall be convened at either the Contractor's location or at the requesting Agency's location, depending on convenience of all parties. The Contractor may not bill the Contract Manager or the DAC for such meetings.

## **SECTION 4 – GENERAL REQUIREMENTS**

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

### **4.1 GENERAL**

In performing any of the services provided under this Contract, the Contractor shall comply with all relevant provisions of the ADA and FMLA.

### **4.2 PERSONNEL**

The Contractor shall have sufficient personnel with all required licenses, certifications, education and experience to administer all medical services specified under this Contract. All physicians within the SMD must be licensed to practice medicine within the State of Maryland. Should the State be challenged in any administrative or judicial proceeding with regard to a medical service issue, the physicians of the Contractor must be unequivocally recognized as experts in this field and be able to provide expert medical judgment and testimony. The State shall have the right to monitor and audit all Contractor qualifications.

### **4.3 FACILITIES**

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

### **4.4 TIMELINESS REQUIREMENTS**

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

### **4.5 RECORDS AND REPORTS**

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

The Contractor shall maintain all records for a minimum of three (3) years after the final payment unless advised otherwise by DBM and for longer periods of time for special cases.

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

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

#### **4.6 PRINTED MATERIALS**

State agencies will work with the Contractor to develop and supply all necessary forms, stationery and printed materials used by the State in making referrals for the services in this Contract. The Contractor shall be responsible for the re-printing and distribution of forms for use by the Contractor's staff.

#### **4.7 STATE PERSONNEL**

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

#### **4.8 RIGHT TO AUDIT**

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

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

The State and its authorized representatives shall be authorized to examine the Contractor's books, records and accounts that are directly related to the performance of this Contract. All records shall be available during normal business hours for review by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee. In all situations, records shall be retained for three years after final payment, or for three years after final resolution of any audit questions or pending litigation.

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

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

## **4.9 INSURANCE REQUIREMENTS**

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

The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.

- Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.
  - \$ 500,000 – General Aggregate Limit (other than products/completed operations)
  - \$ 500,000 – Products/completed operations aggregate limit
  - \$ 250,000 – Each Occurrence Limit
  - \$ 250,000 – Personal and Advertising Injury Limits
  - \$ 50,000 – Fire Damage Limit
  - \$ 5,000 – Medical Expense
  - \$1,000,000 – Malpractice Insurance Each Occurrence Limit
  - \$3,000,000 – Malpractice Insurance Aggregate Limit

Upon execution of a contract with the State, Contractor shall maintain insurances as identified in this section of the RFP and shall maintain and report such insurance annually to the Procurement Officer. The Contractor is required to notify the Procurement Officer, in writing, if policies are canceled or not renewed 45 days in advance of such cancellation and/or non-renewal.

Certificates of insurance evidencing this coverage shall be provided within five (5) days of recommendation of award. All insurance policies shall be with a company licensed by the State to do business and to provide such policies. The State shall be named as an additional named insured on the policies of all property, casualty, liability and other types of insurance evidencing this coverage (except Worker's Compensation).

## **SECTION 5 – PROPOSAL FORMAT**

### **5.1 TWO-PART SUBMISSION**

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

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

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

## **5.2 PROPOSALS**

Volume I - Technical Proposal must be sealed separately from the Volume II - Financial Proposal, but submitted simultaneously to the Procurement Officer at the address listed in Section 1.7 of this RFP.

An unbound original, so identified, five (5) paper copies and an electronic copy of each volume are to be submitted.

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

## **5.3 SUBMISSION**

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

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

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

## **5.4 VOLUME I – TECHNICAL PROPOSAL**

### **5.4.1 Transmittal Letter**

A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any amendments/addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

## 5.4.2 Format of Technical Proposal

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

The Technical Proposal shall not include any reference to prices proposed by the Offeror. The Technical Proposal must be organized and numbered in the same order as given in Section 3, using the correct subsection and paragraph number for each specification. For example, Section 3.1 Para 1; etc.

### 5.4.2.1 Title and Table of Contents

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

### 5.4.2.2 Executive Summary

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

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

## 5.4.3 Requirements of Minimum Qualifications

Provide information that clearly demonstrates that the qualifications listed in Offeror's Minimum Qualifications (Section 2) have been satisfied. Provide current (actively being performed as of the submission date of the proposal) and/or recent (expired/terminated within 5 years of the submission date of the proposal) previous contracts, presenting details as to experience in providing the same or similar services to other organizations, firms, agencies or governmental units. Provide when the service was performed, the size of the population served, and the name, address, phone number and email (if possible) of a knowledgeable person at each entity who can be contacted regarding the Contract.

#### 5.4.4 Elements of the Technical Proposal

##### A. Offeror Background Information and Qualifications

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

##### B. Required Proposal

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

## 2. Experience on Similar Projects

- a. Client references (5 references preferred), including name, address, and current phone number.
- b. Summaries or brief descriptions of projects performed by the Offeror and subcontractors which are most related to requirements of this project. Limit descriptions to those most relevant to this project and those that are most representative of the team's capabilities. Provide contact person's name, title, current phone number and email address to verify reference checks.

## 3. State of Maryland Experience

An Offeror does not need to have prior experience in dealing with State contracts. However, the Offeror must identify any contract(s) it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Offeror shall provide:

- a. A brief description of the services/goods provided
- b. The dollar value of the contract
- c. The term of the contract
- d. Whether the contract was terminated prior to the specified original contract termination date
- e. Whether any available renewal option was not exercised
- f. The State employee contact person (name, title, telephone number and e-mail address)

This information will be considered as part of the experience and past performance evaluation criteria in the RFP.

## 4. Financial Stability

- a. Provide audited financial statements for each of the last three years. These financial statements should include a current balance sheet, a certified financial statement or equivalent information that includes the financial position of the Offeror. Other official documents which address the Offeror's financial solvency, line of credit certification(s) from the financial entity(ies) extending the credit, or Dun and Bradstreet or similar financial rating service may be submitted instead of audited financial statements for privately held entities.
- b. In lieu of a financial statement, the Offeror may submit the most recent financial report prepared by a certified public accounting firm. The statement from the certified public accounting firm must provide sufficient detail to verify that the Offeror is a viable provider and is financially solvent.



## 5. Technical Approach

Description of the methodology proposed to accomplish each specific task. Sufficient detail must be provided to further show the geography (sites) and hours of medical service provided. Describe the capability and methodology to perform the work required under this Contract. Include a detailed description of examination and fitness testing methods and/or disability determinations. Also include a description of the approach for the supervision of all required services.

Clearly describe the procedure(s) DACs must follow to obtain each of the services to be performed under the Contract that results from this RFP. Also, provide typical time frames to obtain all such services.

6. Provide resumes and other qualifications that may serve to distinguish the abilities, job descriptions, specific roles, responsibilities, labor category for all medical and key administrative (non-physician) staff that will be assigned to this project. Clearly show that the requirements of Offeror's Staff concerning key staff experience have been met.
7. Should DBM or any State agency be challenged as to the validity of its requirements listed in the RFP, the Offeror or designated medical specialist must be able to substantially assist in the defense against these challenges. Accordingly, for the Offeror and other staff who would most likely participate in a legal defense, provide a list of all cases in which the individual has testified, either through deposition or at a trial, the party for whom the individual testified, and whether the individual was qualified by the court to testify as an expert witness.
8. The Offeror must provide information on the Offeror's testing laboratories, their locations and relevant certifications held.
9. Sites/Offices/Equipment - The Offeror shall include information pertinent to the location, staffing, hours of operation, types of services/procedures that can/will be performed at such sites/offices, and the types and condition of any specialized medical equipment that will be used for the performance of this Contract.

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

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

10. Quality Control -- The Offeror shall include a description of its Quality Assurance/Quality Control (QA/QC) organization, including the number of personnel assigned to this activity. The information provided in this subsection should also include the Offeror's proposed approach to maintain appropriate QA/QC at all times.
11. A statement that the Offeror will comply with Right to Audit requirements (see Section 4.8) shall be provided.
12. Subcontractors -- Provide the same information as requested in requirements 1 through 11 above, for each subcontractor that the Offeror proposes to perform any of the functions under this Contract
13. State Support Functions -- Provide a list of anything you expect DBM or State agencies to do or provide in support of the administrative or any technical aspects of your proposal. (The inclusion of such expectations does not obligate DBM or any State agency to actually provide the described support function.)
14. Problem Escalation Clause – The Offeror must explain, as per the requirements in Section 3.4.3, how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

#### **5.4.4.1 Economic Benefits**

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

##### 5.4.4.1.1 Describe the following:

The benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements. Do not include any detail of the Financial Proposals with this technical information.

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

1. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

Discussion of Maryland based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

5.4.4.1.2 Examples of economic benefits to be derived from a contract may include any of the following factors identified below. For each factor, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The estimated percentage of Contract dollars to be recycled into Maryland's economy, through the use of Maryland subcontractors, suppliers, and joint venture partners.
- The estimated number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.
- In addition to the factors listed above, the Offeror should explain any other economic benefit to the State that would result from the Offeror's proposal.

## **5.5 REQUIRED SUBMISSIONS**

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

- 1.** A completed Bid/Proposal Affidavit (Attachment B)
- 2.** A completed Certified MBE Utilization & Fair Solicitation Affidavit (Attachment D-1).
- 3.** A completed Living Wage Affidavit (Attachment O-1)

## **5.6 VOLUME II - FINANCIAL PROPOSAL**

- 5.6.1** Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, five (5) copies, and an electronic version in MS Word or MS Excel of the Financial Proposal. The Financial Proposal must contain all price information in the format specified on the Financial Proposal Form in Attachment F. The Financial Proposal Form must be submitted and completely filled in (no blanks or omissions) and must be signed by an individual who is authorized to commit the Offeror to the prices, services and requirements as stated in this RFP.
- 5.6.2** In order to assist Offerors in the preparation of their Financial Proposals, Attachment F-Financial Proposal Instructions and Forms have been prepared. Offerors must submit their Financial Proposal on these forms in accordance with the instructions on the forms and as specified herein.
- 5.6.3** Nothing shall be entered on the Financial Proposal Forms that alters or proposes conditions or contingencies on the proposed prices or offer.
- 5.6.4** All Unit Prices must be clearly typed or written in dollars and cents, e.g. \$24.15; all Unit Prices must be the actual price the State will pay.
- 5.6.5** The unit prices per examination, session, test and hour listed on Attachment F will be firm fixed unit prices.

# **SECTION 6 – EVALUATION CRITERIA AND SELECTION PROCEDURE**

## **6.1 EVALUATION COMMITTEE**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. DBM may obtain evaluation assistance from any source.

## 6.2 TECHNICAL CRITERIA

The criteria to be applied to each Technical Proposal are listed in descending order of importance (any sub-criteria listed will be given equal consideration within each criterion):

### 6.2.1 The qualifications of professional medical staff (i.e., SMD, including MRO and SAP)

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

### 6.2.2 The overall adequacy of service locations throughout the State.

- The number, location and condition of offices/sites (dispersion, ease of access by both private vehicle and public transportation, ease of parking);
- The services and amenities available at each facility;

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

### 6.2.4 Other aspects of the Offeror's detailed work plan:

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

### 6.2.5 The quality of the Offeror's response to all other requirements set forth in Section 3, Scope of Work, as applicable. Evaluation will include adequacy of the qualifications and relevant experience of other key personnel.

**6.2.6** The Offeror's demonstrated ability to meet the requirements for Critical Incident Response/Critical Debriefing Services as detailed in Item 3.3.13.

**6.2.7** The potential economic benefits of the Contract to the economy of the State of Maryland.

### **6.3 FINANCIAL CRITERIA**

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

### **6.4 RECIPROCAL PREFERENCE**

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

### **6.5 SELECTION PROCEDURES**

#### **6.5.1 General Selection Process**

- The Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- Accordingly, DBM may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, DBM also reserves the right to make an award without holding discussions. Whether or not discussions are held, DBM may determine an Offeror to be not responsible or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

#### **6.5.2 Award Determination**

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

# **ATTACHMENTS**

**ATTACHMENT A** – DBM’s Sample Contract. It must be completed, signed, and returned by the selected Offeror to the Procurement Officer within 5 days upon notification of proposed Contract award.

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

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

**ATTACHMENT D** – MBE Instructions/Forms.

**ATTACHMENT E** - Pre-Proposal Conference Response Form

**ATTACHMENT F** - Financial Proposal Instructions and Forms. Attachment F is to be completed by the Offeror and comprises the Offeror’s Volume II – Financial Proposal.

**ATTACHMENT G** – Vendor Electronic Funds Transfer Registration (EFT)

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

**ATTACHMENT I** – Estimated State Employee Distribution by County

**ATTACHMENT J** – MDOT Work Site Locations

**ATTACHMENT K** – ADA Paratransit Eligibility

**ATTACHMENT L** – Mobility Service Area Map

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

**ATTACHMENT N** – State Medical Director Usage

**ATTACHMENT O** – Living Wage Requirements for Service Contracts & Affidavit

**ATTACHMENT P** – Department of Human Resources Hiring Agreement

**ATTACHMENT Q** – Contract Compliance Checklist

## **ATTACHMENT A - CONTRACT**

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET & MANAGEMENT**.

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

### **1. Definitions**

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

- 1.1** “Contract Manager” means Margaret Embardino of the Department of Budget and Management.
- 1.2** “Contractor” means \_\_\_\_\_, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is located at \_\_\_\_\_.
- 1.3** “Department” or “DBM” means the Department of Budget and Management
- 1.4** “Financial Proposal” means the Contractor’s Financial Proposal, dated \_\_\_\_\_.
- 1.5** “Procurement Officer” means Patti Tracey of the Department.
- 1.6** “RFP” means the Request for Proposals for SMD and Occupational Medical Services for Maryland State Agencies, Project No. 050B0400001A dated March 9, 2011.
- 1.8** “State” means the State of Maryland.
- 1.9** “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

### **2. Scope of Work**

- 2.1** The Contractor shall provide the services as outlined within the Scope of Work-Sections 3 and 4, of the RFP #050B0400001A.

These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the exhibits, the terms of the Contract shall govern. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision:



**ATTACHMENT A - CONTRACT (continued):**

Exhibit A – RFP – Project No. 050B0400001A.

Exhibit B – Contractor’s Technical Proposal, dated \_\_\_\_\_.

Exhibit C – Contractor’s Financial Proposal, dated \_\_\_\_\_.

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

**2.2** The Procurement Officer may, at any time, by written order, make changes in the work within the general scope stated in Sections 3 and 4. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for the performance of, any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within 30 days after receipt of the written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause, Section 11 below. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

**3. Time for Performance**

Unless this Contract is terminated earlier in accordance with its terms, the Contractor shall provide the services described in Section 3 during a base term of approximately five (5) years, commencing on the date that the State executes the Contract and terminating on or about June 30, 2016. The Contractor shall begin providing services upon receipt of a Notice to Proceed from the Contract Manager.

**4. Consideration and Payment**

**4.1** In consideration of satisfactory performance of the requirements of this Contract, the State shall pay the Contractor in accordance with the rates established in Attachment F.

**4.2** Payments shall be made to the Contractor, following the State’s acceptance of the work, no later than 30 days after the State receives an invoice from the Contractor, and pursuant to the conditions outlined in this Section.

Each invoice for services rendered must include the Contractor’s Federal Tax Identification Number, which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. Invoices should be submitted to the referring agency with a copy to the Contract Manager. eMM number is \_\_\_\_\_.

## **ATTACHMENT A - CONTRACT (continued):**

- 4.3** In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until the Contractor meets performance standards established by the Procurement Officer.
- 4.4** Electronic funds transfer will be used by the State to pay Contractor under this Contract, and for any other State payments due to the Contractor, unless the State Comptroller's Office grants the Contractor an exemption.

### **5. Rights to Records**

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

### **6. Patents, Copyrights, Intellectual Property**

- 6.1** If the Contractor furnishes any design, device, material, process, or other item, that is covered by a patent or copyright or that is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item.

## **ATTACHMENT A - CONTRACT (continued):**

**6.2** The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at the Contractor's expense and will pay all damages, costs, and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows the Contractor to control, and cooperates with the Contractor in, the defense and any related settlement negotiations. The obligations of this Section 6.2 are in addition to those stated in Section 6.3 below.

**6.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item; b) replace the product with a non-infringing product substantially complying with the item's specifications; or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **7. Confidentiality**

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

## **8. Loss of Data**

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

## **9. Indemnification**

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

## **ATTACHMENT A - CONTRACT (continued):**

- 9.2** The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 9.3** The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 9.4** The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

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

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

### **11. Disputes**

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

### **12. Maryland Law**

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

## **ATTACHMENT A - CONTRACT (continued):**

### **13. Nondiscrimination in Employment**

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

### **14. Contingent Fee Prohibition**

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

### **15. Non-Availability of Funding**

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

### **16. Termination for Cause**

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

## **ATTACHMENT A - CONTRACT (continued):**

### **17. Termination for Convenience**

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

### **18. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of the work specified in this Contract.

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

### **19. Suspension of Work**

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

### **20. Pre-Existing Regulations**

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

### **21. Financial Disclosure**

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

**ATTACHMENT A - CONTRACT (continued):**

**22. Political Contribution Disclosure**

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

**23. Retention of Records**

The State and its authorized representatives shall be authorized to examine the contractor's books, records and accounts that are directly related to the performance of this contract. All records shall be available during normal business hours for review by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee. In all situations, records shall be retained for three years after final payment, or for three years after final resolution of any audit questions or pending litigation.

**24. Warranties**

The Contractor hereby represents and warrants that:

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

**25. Cost and Price Certification**

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

## **ATTACHMENT A - CONTRACT (continued):**

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

### **26. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 25 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractor or assignee.

### **27. Liquidated Damages**

Time is an essential element of this Contract and it is important that the work be vigorously prosecuted until completion. If designated work time frames (i.e. federally required time frames) are stated and the Contractor fails to make that time frame and the State incurs costs, these costs will be deducted as liquidated damages. Costs would be such as overtime due to an individual that is not able to work, etc.

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

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

### **28. Commercial Non-Discrimination**

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



## **ATTACHMENT A - CONTRACT (continued):**

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.

28.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department of Budget and Management, in all subcontracts.

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

## **29. Prompt Payment**

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

29.1.1 Not process further payments to the contractor until payment to the subcontractor is verified;

29.1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

29.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

29.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or

29.1.5 Take other or further actions as appropriate to resolve the withheld payment.

29.2 An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

29.3 An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:

**ATTACHMENT A - CONTRACT (continued):**

- 29.3.1 Affect the rights of the contracting parties under any other provision of law;
- 29.3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
- 29.3.3 Result in liability against or prejudice the rights of the Agency.

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

29.5 To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:

29.5.1 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.

29.5.2 This verification may include, as appropriate:

- 29.5.2.1 Inspecting any relevant records of the contractor;
- 29.5.2.2 Inspecting the jobsite; and
- 29.5.2.3 Interviewing subcontractors and workers.
- 29.5.2.4 Verification shall include a review of:
  - 29.5.2.4.1 The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
  - 29.5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

29.5.3 If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.

29.5.3.1 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.

29.5.4 If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:

- 29.5.4.1 Terminate the contract;
- 29.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or
- 29.5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

**ATTACHMENT A - CONTRACT (continued):**

29.5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**30. Administrative**

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

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

If to the State: Margaret Embardino, Contract Manager  
Department of Budget & Management  
Medical Services Unit  
301 W. Preston Street, Room 508  
Baltimore, MD 21201  
Office: 410-767-4483  
Fax: 410-333-5440  
E-mail: [membardi@dbm.state.md.us](mailto:membardi@dbm.state.md.us)

With copy to the Procurement Officer:

Patti Tracey  
Department of Budget & Management  
Procurement Unit/ Room 139  
45 Calvert Street  
Annapolis, Maryland 21401  
Telephone #: 410-260-7918  
Fax #: 410-974-3274  
E-mail: [ptracey@dbm.state.md.us](mailto:ptracey@dbm.state.md.us)

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A - CONTRACT (continued):**

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

**CONTRACTOR**

\_\_\_\_\_  
By: (Printed or typed name & title) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Witness \_\_\_\_\_ Date \_\_\_\_\_

**MARYLAND DEPARTMENT OF BUDGET & MANAGEMENT**

\_\_\_\_\_  
By: T. Eloise Foster, Secretary \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Witness \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

## ATTACHMENT B - BID/PROPOSAL AFFIDAVIT

21.05.08.07

### **Bid/Proposal Affidavit.**

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

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

#### BID/PROPOSAL AFFIDAVIT

##### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

##### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT (continued):**

**B-1. Certification Regarding Minority Business Enterprises.**

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

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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

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**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT (continued):**

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

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**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT (continued):**

**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

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

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**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT (continued):**

**G. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

**I. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT (continued):**

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**K. DRUG AND ALCOHOL FREE WORKPLACE**

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

I CERTIFY THAT:

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

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT (continued):**

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;

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

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

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

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

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT (continued):**

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

Name: \_\_\_\_\_ Address: \_\_\_\_\_ .

(If not applicable, so state).

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

**M. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

N. Repealed.

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT (continued):**

**O. ACKNOWLEDGEMENT**

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Authorized Representative and Affiant)

**ATTACHMENT C - CONTRACT AFFIDAVIT**

COMAR 21.07.01.25

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_  
(title)

and the duly authorized representative of:

\_\_\_\_\_  
(business)

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

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

Name: \_\_\_\_\_

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

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

**ATTACHMENT C - CONTRACT AFFIDAVIT (continued):**

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

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

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Representative and Affidavit)

# ATTACHMENT D-MBE Instructions/Forms

State of Maryland

## PURPOSE

The Prime Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Invitation for Bids (IFB) or Request for Proposals (RFP). MBE performance must be in accordance with this Attachment, as authorized by Minority Business Enterprise Policies as set forth by 21.11.03 of the Code of Maryland Regulations (COMAR). Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

To meet the goal using MBE subcontractors, all Prime Contractors must:

- ❑ Identify work areas for subcontracting
- ❑ Solicit minority business enterprises through written notice or personal contact
- ❑ Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- ❑ Identify their MBE subcontractors at the time they submit their bids or proposals

An MBE **must be** certified at the time of proposal submission in order to have its Contract participation counted under the Department's MBE program.

## MBE GOALS AND SUB GOALS



An MBE subcontract participation goal of 10% percent of the total value of the contract paid to the Contractor as reflected in Attachment F (Price Proposal Form), has been established for this procurement. By submitting a response to this solicitation, the Bidder or Offeror agrees that this dollar amount (10% of total value of the contract ) paid to the Contractor as reflected in Attachment F (Price Proposal Form) will be performed by certified minority business enterprises as specified.

- ◆ A prime Contractor — including an MBE prime Contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors or request a waiver. (COMAR 21.11.03.09B(2))

## SOLICITATION AND CONTRACT FORMATION

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



## Attachment D (contd.)

- ◆ *If a Bidder or Offeror fails to submit Attachment D-1 with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.*
- ◆ Within 10 working days after notification that it is the apparent awardee or after the date of the actual award, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer.
  - (1) Outreach Efforts Compliance Statement (Attachment D-2)
  - (2) Subcontractor Project Participation Certification (Attachment D-3)
  - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal is necessary, it shall submit a fully documented waiver request that complies with COMAR 21.11.03.11.
  - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

**Attachment D (contd.)**

**MBE REPORTING INSTRUCTIONS**

**Prime Contractor shall:**

1. Submit by the 10<sup>th</sup> of each month to the Department a Prime Contractor Paid/Unpaid MBE Invoice Report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10<sup>th</sup> of each month to the Department a Subcontractor Paid/Unpaid MBE Invoice Report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**ATTACHMENTS**

- A. Certified MBE Utilization and Fair Solicitation Affidavit, D-1 (must be submitted with bid or offer)
- B. Outreach Efforts Compliance Statement, D-2 (must be submitted within 10 working days after notification of apparent award or actual award, whichever is earlier)
- C. Subcontractor Project Participation Certification, D-3 (must be submitted within 10 working days after notification of apparent award or actual award, whichever is earlier)
- D. Prime Contractor Paid/Unpaid MBE Invoice Report, D-4 (must be submitted by the 10<sup>th</sup> of each month by the Prime Contractor)
- E. Subcontractor Paid/Unpaid MBE Invoice Report, D-5 (must be submitted by the 10<sup>th</sup> of each month by each Subcontractor)

## ATTACHMENT D-1 – Certified MBE Utilization and Fair Solicitation Affidavit

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. 050B0400001A, I affirm the following:

1.  I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of **10%** of the total Contract dollar amount. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

### OR

- I conclude that I am unable to achieve the MBE participation goal. I hereby request a complete waiver, in whole, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

### OR

- I conclude that I am unable to achieve the MBE participation goal. I hereby request a partial waiver of the overall goal and have identified the portion of the MBE goal I intend to achieve through a specific commitment of the certified Minority Business Enterprises listed in the MBE Participation Schedule below. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation (for the portion I am unable to achieve) in accordance with COMAR 21.11.03.11.
2. *I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.*
    - (a) Outreach Efforts Compliance Statement (Attachment D-2)
    - (b) Subcontractor Project Participation Certification (Attachment D-3)
    - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the work activity(ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are MDOT certified.

**Attachment D-1 (contd.)**

**MBE Participation Schedule**

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

**List Information For Each Certified MBE Subcontractor On This Project**

Minority Firm Name	MBE Certification Number
For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract Value to be provided by this MBE: ____ %	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract Value to be provided by this MBE: ____ %	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract Value to be provided by this MBE: ____ %	
Description of Work to Be Performed:	

**MBE Participation Schedule**

Minority Firm Name	MBE Certification Number
For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract Value to be provided by this MBE: ____ %	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

***SUMMARY***

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Woman-Owned</i> MBE Participation:	_____ %
Total <i>Other</i> Participation	_____ %
<b>Total All MBE Participation:</b>	_____ %

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

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

(PLEASE PRINT OR TYPE)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

# ATTACHMENT D-2 – OUTREACH EFFORTS COMPLIANCE STATEMENT

**Complete and submit this form within 10 working days after notification of apparent award or actual award, whichever is earlier.**

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

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs:
  
4. Select ONE of the following:  
 This project does not involve bonding requirements.  
**OR**  
 Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
  
5. Select ONE of the following:  
 Bidder/Offeror did/did not attend the pre-bid/proposal conference.  
**OR**  
 No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Printed Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date

## ATTACHMENT D-3 – SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days after notification of apparent award.

\_\_\_\_\_ (prime contractor) has entered into a contract with  
 \_\_\_\_\_ (subcontractor) to provide services in connection with the  
 Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# ATTACHMENT D-4 – MINORITY BUSINESS ENTERPRISE PARTICIPATION

This form is to be completed monthly by the prime contractor.

## Maryland Department of Budget and Management Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 10<sup>th</sup> of the month following the month the services were provided.</b>	Contract #: Contracting Unit: Contract Amount: MBE Subcontract Amt: Project Begin Date: Project End Date:
---	--

Prime Contractor:		Contact Person:																															
Address / City / State / Zip:																																	
Phone:	FAX:																																
Subcontractor Name:		Contact Person:																															
Phone:	FAX:																																
Subcontractor Services Provided:																																	
List all payments made to MBE Subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>Invoice#</u></th> <th style="width: 35%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Paid: \$</b> _____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b> _____			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>Invoice #</u></th> <th style="width: 35%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Unpaid: \$</b> _____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b> _____		
	<u>Invoice#</u>	<u>Amount</u>																															
1.																																	
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<b>Total Dollars Paid: \$</b> _____																																	
	<u>Invoice #</u>	<u>Amount</u>																															
1.																																	
2.																																	
3.																																	
<b>Total Dollars Unpaid: \$</b> _____																																	

**NOTE:**

- If more than one MBE Subcontractor is used for this Contract, use separate D-4 forms.
- Return one copy (hard or electronic) of this form to the following address  
(electronic copy with signature and date is preferred)

MBE Officer  
 Department of Budget and Management  
 Procurement Unit  
 45 Calvert Street, 1<sup>st</sup> Floor  
 Annapolis, MD 21401  
[MBEOfficer@dbm.state.md.us](mailto:MBEOfficer@dbm.state.md.us)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT D-5 – MINORITY BUSINESS ENTERPRISE PARTICIPATION  
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT  
SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address / City / State / Zip:	
Phone:	FAX:

<b>Subcontractor Services Provided:</b>	
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>
<u>Invoice Amt</u>	<u>Invoice Amt</u>
<u>Date</u>	<u>Date</u>
1.	1.
2.	2.
3.	3.
<b>Total Dollars Paid: \$</b> _____	<b>Total Dollars Unpaid: \$</b> _____

Prime Contractor:	Contact Person
-------------------	----------------

**\*\* Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred)**

MBE Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 <sup>st</sup> Floor Annapolis, MD 21401 <a href="mailto:MBEOfficer@dbm.state.md.us">MBEOfficer@dbm.state.md.us</a>
---

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

### Project Title: SMD and Occupational Medical Services for Maryland State Agencies Project No. 050B0400001A

A Pre-Proposal Conference will be held at **10:00 AM (Local Time), on March 25, 2011**, at

**THE DEPARTMENT of BUDGET & MANAGEMENT  
45 CALVERT STREET  
ANNAPOLIS, MARYLAND 21401  
ROOM 164**

Please return this form, via e-mail or fax, by March 22, 2011 advising whether or not you plan to attend.

Patti Tracey  
Phone: 410-260-7918  
Fax: (410) 974-3274  
e-mail: [ptracey@dbm.state.md.us](mailto:ptracey@dbm.state.md.us)

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

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

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

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

**ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM (continued):**

Please indicate:

\_\_\_\_\_ **Yes, the following representatives will be in attendance:**

1.

2.

\_\_\_\_\_ **No, we will not be in attendance.**

\_\_\_\_\_  
Company/Firm/Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

**ATTACHMENT F – FINANCIAL PROPOSAL INFORMATION & FORMS**

*(THIS DOCUMENT IS A SEPARATE ATTACHMENT)*

# ATTACHMENT G — Vendor Electronic Funds Transfer (EFT) Registration

State of Maryland  
Comptroller of Maryland  
Vendor EFT Registration Request Form

Date of request \_\_\_\_\_

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

Business name \_\_\_\_\_

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip code:

Business taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

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

Financial institution information:

Name and address \_\_\_\_\_

Contact name and phone number (include area code) \_\_\_\_\_

ABA number:

Account number:

Account type:  Checking  Money Market

A VOIDED CHECK from the bank account must be attached.

**Attachment G - Vendor Electronic Funds Transfer (EFT) Registration (contd.)**

Transaction requested:

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

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

\* Name of registering business entity

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

Completed by GAD/STO

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\* STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
State Treasurer's Office approval date

\_\_\_\_\_  
General Accounting Division approval date

To Requestor:

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

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

**ATTACHMENT H**

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

**(NOTE: DOES NOT APPLY TO MDOT)**

**Not available in electronic format with this solicitation**

**Hardcopy may be obtained by contacting the Procurement Officer:**

Patti Tracey  
Department of Budget & Management  
Procurement Unit/ Room 139  
45 Calvert Street  
Annapolis, Maryland 21401  
Telephone #: 410-260-7819  
Fax #: 410-974-3274  
E-mail: [ptracey@dbm.state.md.us](mailto:ptracey@dbm.state.md.us)

**Or, can be viewed and accessed at URL:**

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

## ATTACHMENT I

### ESTIMATED STATE EMPLOYEE DISTRIBUTION BY COUNTY

As of June 30, 2010

COUNTY	NO. OF POSITIONS	COUNTY	NO. OF POSITIONS
Allegany County	2,235	Howard County	1,784
Anne Arundel County	7,940	Kent County	285
Baltimore City	18,122	Montgomery County	906
Baltimore County	4,326	Prince George's County	1,794
Calvert County	312	Queen Anne's County	403
Caroline County	261	St. Mary's County	405
Carroll County	1,738	Somerset County	1,093
Cecil County	470	Talbot County	334
Charles County	575	Washington County	2,947
Dorchester County	477	Washington, D.C.	6
Frederick County	967	Wicomico County	1,251
Garrett County	430	Worcester County	357
Harford County	664		

**TOTAL:      50,082**



## ATTACHMENT J

### MDOT WORK SITE LOCATIONS - INSIDE BALTIMORE CITY

Baltimore City Vehicle Inspection Office  
1411 South Edgewood Street  
Baltimore MD 21227

MD Transit Administration  
344 West North Avenue  
Baltimore MD 21217

Baltimore City Vehicle Inspection Office  
5900 Erdman Avenue  
Baltimore MD 21205

MD Transit Administration  
2226 Kirk Avenue  
Baltimore MD 21218

Baltimore City MVA Office  
2500 Gwynns Falls Parkway  
Baltimore MD 21216

MD Transit Administration  
4401 Mount Hope Drive  
Baltimore MD 21215

MD Port Administration  
The World Trade Center  
Baltimore MD 21202

MD Transit Administration  
5801 Wabash Avenue  
Baltimore MD 21215

MD Port Administration  
Maritime Center  
2310 Broening Highway  
Baltimore MD 21224

MD Transit Administration  
6 Saint Paul Street  
Baltimore MD 21202

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

MD Transit Administration  
6100 Wabash Avenue  
Baltimore MD 21215

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

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

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

MD Transit Administration  
1331 South Monroe Street  
Baltimore MD 21230

MD Transit Administration  
6000 Metro Drive  
Baltimore MD 21215

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

MD Transit Administration  
1515 Washington Blvd.  
Baltimore MD 21230

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

## ATTACHMENT J (contd.)

### MDOT WORK SITE LOCATIONS - INSIDE BALTIMORE CITY (Contd.)

MD Transit Administration  
4201 Patterson Avenue  
Baltimore MD 21215

MD Transportation Authority  
201 South Oldham Street  
Baltimore MD 21224

MD Transit Administration  
1040 Park Avenue  
Baltimore MD 21201

State Highway Administration  
707 North Calvert Street  
Baltimore MD 21202

### MDOT WORK SITE LOCATIONS - OUTSIDE BALTIMORE CITY

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

Montgomery Co Vehicle Insp Office  
15910 Chieftain Avenue  
Derwood MD 21855

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

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

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

Oakland MVA Office  
400 Weber Road  
Oakland MD 21550

Baltimore Co Vehicle Inspection Office  
11510 Cronridge Drive  
Owings Mills MD 21117

PG County Vehicle Inspection Office  
7401 Jefferson Avenue  
Landover MD 20785

Bel Air MVA Office  
501 West MacPhail Road  
Bel Air MD 21014

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

Beltsville MVA Office  
11760 Baltimore Avenue  
Beltsville MD 20705

Prince Frederick MVA Office  
200 Duke Street  
Prince Frederick MD 20678

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

Queen Anne's Co Vehicle Inspect Office  
230 Hess Road  
Grasonville MD 21550

Carroll Co Vehicle Inspection Office  
50 Aileron Court  
Westminster MD 21157

Salisbury MVA Office  
251 Tilghman Road  
Salisbury MD 21801

## ATTACHMENT J (contd.)

### MDOT WORK SITE LOCATIONS - OUTSIDE BALTIMORE CITY (contd.)

Cecil Co Vehicle Inspection Office  
1644 Pulaski Highway  
Elkton MD 21921

SHA Annapolis Office  
138 Defense Highway  
Annapolis MD 21401

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

SHA Cambridge Shop  
750 Handley Road  
Cambridge MD 21613

Columbia MVA Office  
6490 Dobbin Road  
Columbia MD 21045

SHA Centreville Shop  
111 Safety Drive  
Centreville MD 21617

Cumberland MVA Office  
13300 Winchester Road, SW  
Cumberland MD 21502

SHA Chestertown Shop  
615 Morgnec Road – PO Box 299  
Chestertown MD 21620

Easton MVA Office  
9148 Centerville Road  
Easton MD 21601

SHA Churchville Shop  
3050 Churchville Road  
Churchville MD 21028

Elkton MVA Office  
Upper Chesapeake Corporate Center  
105 Chesapeake Boulevard, Suite A  
Elkton MD 21921

SHA Dayton Shop  
4401 MD Route 32  
Dayton MD 21036

Essex MVA Office  
1338-A Eastern Boulevard  
Baltimore MD 21221

SHA Denton Shop  
508 Caroline Street  
Denton MD 21629

Frederick Co Vehicle Inspection Office  
1506 Tilco Drive  
Frederick MD 21701

SHA District Office  
9300 Kenilworth Avenue  
Greenbelt MD 20770

Frederick MVA Office  
1601 Bowmans Farm Road  
Frederick MD 21701

SHA District Office  
320 West Warren Road  
Hunt Valley MD 21030

Gaithersburg MVA Office  
15 Metropolitan Grove Road  
Gaithersburg MD 20878

SHA District 7 Frederick Shop  
5111 Buckeystown Pike  
Frederick MD 21704

## **ATTACHMENT J (contd.)**

### **MDOT WORK SITE LOCATIONS - OUTSIDE BALTIMORE CITY (contd.)**

Glenmont MVA Office  
12335 Georgia Avenue, Suites C & D  
Silver Spring MD 20906

SHA Easton Shop  
8625 Ocean Gateway  
Easton MD 21601

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

SHA Elkton Shop  
2024 East Old Philadelphia Road  
Elkton MD 21921

Harford Co Vehicle Inspection Office  
1631 Robin Circle  
Hickory MD 21050

SHA Fairland Shop  
12020 Plum Orchard Road  
Silver Spring MD 20904

Howard Co Vehicle Inspection Office  
6340 Woodside Court  
Columbia MD 21046

SHA Gaithersburg Shop  
502 Quince Orchard  
Gaithersburg MD 20760

Largo MVA Office  
10251 Central Avenue  
Upper Marlboro MD 20771

SHA Glen Burnie Shop  
Stewart Avenue  
Glen Burnie MD 21061

Loch Raven-Parkville MVA Office  
8966 Waltham Woods Road  
Parkville MD 21234

SHA Golden Ring Shop  
8375 Pulaski Highway  
Rosedale MD 21237

Loveville MVA Office  
Route 5 at Sunnyside Road  
Leonardtown MD 20650

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

MD Aviation Administration  
Martin State Airport  
Box #1 – 701 Wilson Point Road  
Middle River MD 21220

SHA Hereford Shop  
306 Mount Carmel Road  
Parkton MD 21120

MD Aviation Administration  
PO Box 8766  
Third Floor – Terminal Building  
BWI Airport MD 21240

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

MD Aviation Administration  
BWI Thurgood Marshall Airport  
7062 Friendship Road  
BWI Airport MD 21240

SHA LaPlata Shop  
Washington Avenue  
LaPlata MD 20646

## **ATTACHMENT J (contd.)**

### **MDOT WORK SITE LOCATIONS - OUTSIDE BALTIMORE CITY (contd.)**

MD Aviation Administration  
BWI Airport Fire & Rescue Department  
1200 Mathison Way  
BWI Airport MD 21240

SHA Laurel Shop  
Talbot Avenue & Second Street  
Laurel MD 20810

MD Aviation Administration  
BWI Airport Fire Prevention Division  
1334 Ashton Road  
Hanover MD 21076

SHA LaVale Shop  
1221 West Braddock Road  
LaVale MD 21504

MD Aviation Administration  
Technology & Community Affairs  
Kauffman Bldg – 1500 Amtrak Way  
Linthicum MD 21090

SHA Leonardtown Shop  
26720 Point Lookout Road  
Leonardtown MD 20650

MD Aviation Administration  
Office of Maintenance & Utilities  
7001 Aviation Boulevard  
Glen Burnie MD 21061

SHA Oakland Shop  
95 SHA Drive  
Oakland MD 21550

MD Aviation Administration  
Facilities Development & Engineering  
991 Corporate Boulevard  
Linthicum MD 21090

SHA Owings Mills Shop  
9130 Dolfield Road  
Owings Mills MD 21117

MD Aviation Administration  
Office of Human Resources  
901 Elkridge Landing Road  
Linthicum MD 21090

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

MDOT Data Center  
One Orchard Road  
Glen Burnie MD 21060

SHA Princess Anne Shop  
10980 Market Lane  
Princess Anne MD 21853

MDOT Headquarters  
7201 Corporate Center Drive  
Hanover MD 21076

SHA Salisbury Shop  
660 West Road  
Salisbury MD 21801

MD Transit Administration  
4380 Old Court Road  
Baltimore MD 21208

SHA Snow Hill Shop  
PO Box 268  
Snow Hill MD 21863

## ATTACHMENT J (contd.)

### MDOT WORK SITE LOCATIONS - OUTSIDE BALTIMORE CITY (contd.)

MD Transit Administration  
7390 Baltimore & Annapolis Blvd.  
Glen Burnie MD 21061

SHA Statewide Operations Center  
7491 Connelley Drive  
Hanover MD 21076

MD Transit Administration – MARC  
PO Box 8718  
BWI Airport MD 21240

SHA Thurmont Shop  
67 East Moser Road  
Thurmont MD 21788

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

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

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

SHA Westminster Shop  
150 Wyndtryst Drive  
Westminster MD 21157

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

Waldorf MVA Office  
11 Industrial Park Drive  
Waldorf MD 20602

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

Walnut Hill MVA Office  
16516 South Westland Drive  
Gaithersburg MD 20877

MD Transportation Authority  
Harry W. Nice Memorial Bridge  
Route 301 South – PO Box 8  
Newburg MD 20664

Washington Co Vehicle Inspection Office  
12100 Insurance Way  
Hagerstown MD 21740

MD Transportation Authority Police  
PO Box 8717  
BWI Airport MD 21240

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

MD Transportation Authority Police  
4330 Broening Highway  
Baltimore MD 21222

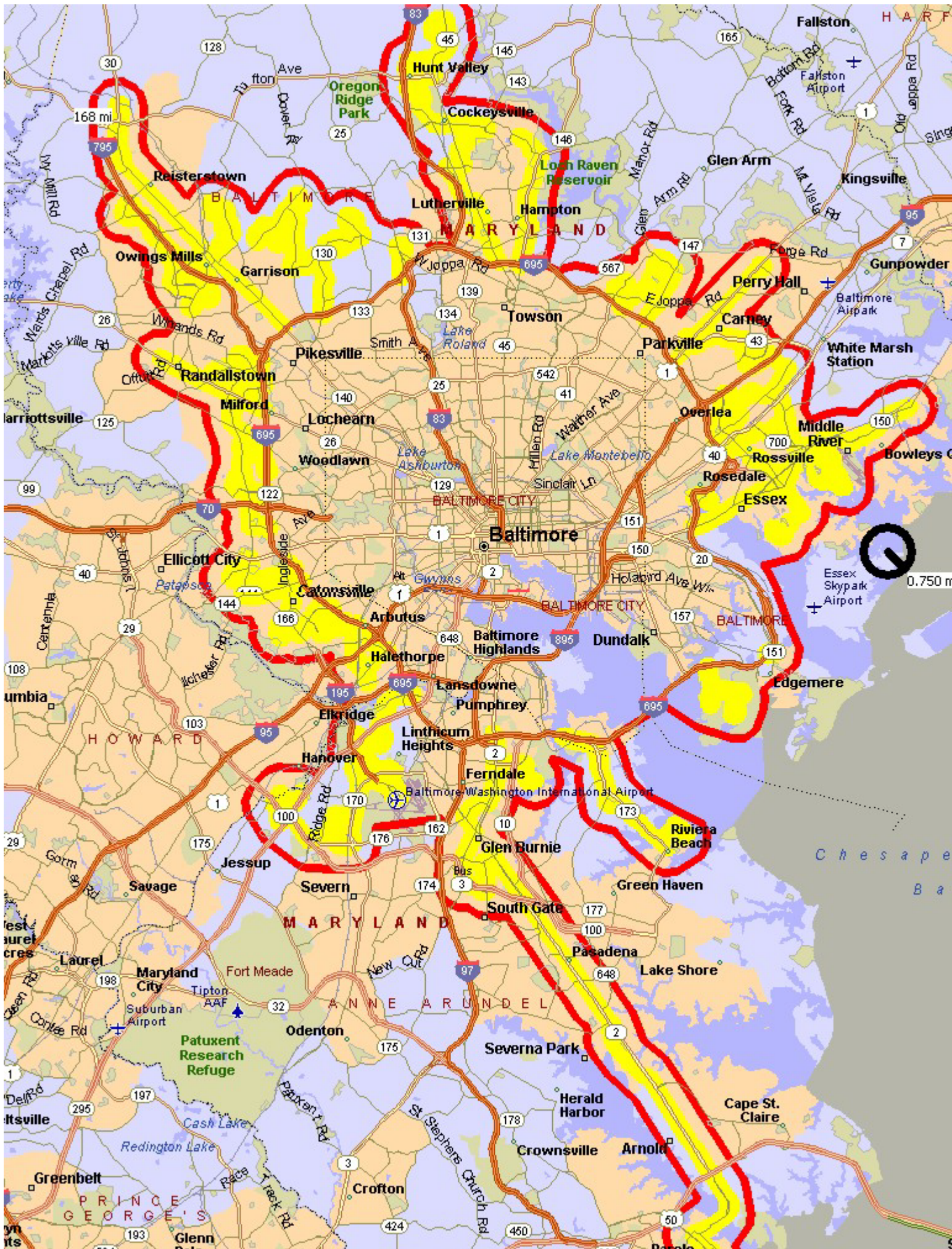
White Oak MVA Office  
2131 Industrial Parkway  
Silver Spring MD 20904

## **ATTACHMENT K**

### **ADA PARATRANSIT ELIGIBILITY**

The ADA Paratransit Eligibility document is attached as a separate pdf file. If a vendor did not receive this attachment, contact the Procurement Officer to obtain a copy.

Patti Tracey  
Department of Budget & Management  
Procurement Unit/ Room 139  
45 Calvert Street  
Annapolis, Maryland 21401  
Telephone #: 410-260-7918  
Fax #: 410-974-3274  
E-mail: [ptracey@dbm.state.md.us](mailto:ptracey@dbm.state.md.us)





## **ATTACHMENT M**

### **OSHA STANDARD FOR BLOODBORNE PATHOGENS**

**Code of Federal Regulations (29 CFR 1910.1030)**

**Not available in electronic format with this solicitation**

**Hardcopy may be obtained by contacting the Procurement Officer:**

Patti Tracey  
Department of Budget & Management  
Procurement Unit/ Room 139  
45 Calvert Street  
Annapolis, Maryland 21401  
Telephone #: 410-260-7918  
Fax #: 410-974-3274  
E-mail: [ptracey@dbm.state.md.us](mailto:ptracey@dbm.state.md.us)

Or you may search the Code of Federal Regulations website at [www.gpoaccess.gov/CFR/](http://www.gpoaccess.gov/CFR/)

**ATTACHMENT N**  
**State Medical Director - Usage**  
June 2005 to Present

<b>Service</b>	<b>Contract Year 1 (June 2005-May 2006)</b>	<b>Contract Year 2 (June 2006-May 2007)</b>	<b>Contract Year 3 (June 2007-May 2008)</b>	<b>Contract Year 4 (June 2008-May 2009)</b>	<b>Contract Year 5 (June 2009-May 2010)</b>	<b>Total</b>
Routine Pre-Employment Physical	306	379	633	72	558	1,948
Psychological Evaluation	86	143	126	106	105	566
Initial Workability	511	580	694	610	1,092	3,487
Initial Workability - Late/No Show	90	106	104	100	148	548
Follow-Up Workability	523	362	371	321	611	2,188
Follow-Up Workability - Late/No Show	63	38	32	32	28	193
Fitness for Duty/Ability to Work Exam	214	237	239	183	404	1,277
MRO Services	66 Hours	80 Hours	56 Hours	43 Hours	59 Hours	304 Hours
Medical Advisor Services	65 Hours	78 Hours	75 Hours	143 Hours	120 Hours	481 Hours
Testimony & Preparation	24 Hours	2 Hours	13 Hours	1 Hour	14 Hours	54 Hours
Medical Specialist & Lab Services	86 Hours	87 Hours	150 Hours	52 Hours	58 Hours	433 Hours
Health Benefits Review	107 Hours	80 Hours	56 Hours	28 Hours	30 Hours	301 Hours
Critical Incident Response	6 Hours	5 Hours	11 Hours	1 Hour	8 Hours	31 Hours
Medical Surveillance Exam	896	965	1,081	1,232	1550	5724
Bloodborne Pathogen Services	0	17 Sessions	50 Sessions	51 Sessions	53 Sessions	171 Sessions
US DOT Physical	2,732	3,112	3,041	2,454	4,231	15,570
US DOT Drug Test	3,585	3,671	3,862	3,168	4,889	19,175
US DOT Alcohol Test	1,801	1,791	2,129	1,973	2,814	105,508
FAA Physical	1	0	0	0	0	1
ADA Paratransit Exam	29	59	18	0	51	157
MDOT Drug Test	746	652	758	587	1,081	3,824
<b>Total Expenditures</b>	<b>\$1,538,761</b>	<b>\$1,519,862</b>	<b>\$1,696,852</b>	<b>\$1,791,814</b>	<b>\$2,401,390</b>	<b>\$8,948,679</b>

## ATTACHMENT O

### Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- 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.

## ATTACHMENT O (CONTINUED):

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

**ATTACHMENT O-1**

**Affidavit of Agreement**

Maryland Living Wage Requirements-Service Contracts

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

**ATTACHMENT O-1**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative	Date
--	------

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

Witness Signature	Date
-------------------	------

## ATTACHMENT P

### MARYLAND DEPARTMENT OF HUMAN RESOURCES HIRING AGREEMENT

This Hiring Agreement (“Agreement”) is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2011, and is entered into by and between the Maryland Department of Human Resources (“Department”) and

\_\_\_\_\_ (the “Contractor”), pursuant to State Finance and Procurement Article, § 13-224, Annotated Code of Maryland, arising out of a contract for services between Contractor and \_\_\_\_\_ (“Entity”), Contract number \_\_\_\_\_ (“Procurement Contract”).

#### WITNESSETH:

WHEREAS, the Department has identified the Procurement Contract as eligible for execution of this Agreement; and

**WHEREAS, the Contractor, Department and the Entity, have discussed and reviewed an inventory of job openings that exists or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and**

WHEREAS, the Contractor, Department and the Entity have discussed and reviewed the job descriptions, locations, and skill requirements for those positions; and

WHEREAS, Department and the Entity have identified and discussed with the Contractor the workforce related benefits and support services available to Contractor as a result of the Agreement, including:

- Medicaid coverage for the employee and the employee’s dependents for up to one year after placement in the job;
- Maryland Children’s Health Program (MCHP) medical coverage for the employee’s dependents after one year of employment for as long as eligibility is met;
- Food Stamps for the employee and the employee’s dependents for as long as eligibility requirements are met;
- Child Care subsidies for the employee’s dependents for up to one year after employment as long as eligibility requirements are met;
- Transportation subsidies for the employee for a period of time after employment;
- Other retention services including counseling on an as needed basis; and
- Assistance with claiming tax credits for hiring and retaining Candidates.

WHEREAS, the Contractor and Department agree to work cooperatively to develop responses to the workforce development requirements faced by the Contractor and to promote the hiring of the Department’s current and former Family Investment Program (“FIP”) recipients, their children, foster youth, and child support obligors (“Candidates”) by the Contractor.

## **ATTACHMENT P (CONT'D.)**

NOW THEREFORE, upon valuable consideration received, the Contractor and the Department specifically agree as follows:

### **A. The Contractor will:**

1. Notify the Department of all job openings that exists or result from the Procurement Contract.
2. Declare the Department the “first source” in identifying and hiring Candidates for those job openings.
3. Work with Department as necessary and appropriate to develop necessary training programs which enable Candidates to qualify for and secure the jobs.
4. Give first preference and first consideration, to the extent permitted by law and any existing labor agreements, to Candidates that Department refers.
5. Agree to give Candidates referred to the Contractor by the Department priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and the Department refers qualified candidates within three (3) working days.
6. Provide Department with feedback regarding the disposition of all referrals made, to include the progress and employment status of those Candidates who are hired, or an explanation of why any such Candidate was not hired or considered qualified.
7. Designate a specific contact person who will:
  - provide additional information regarding “first source” jobs and clarify their requirements;
  - receive Department referrals, and
  - provide feedback to a Department account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those candidates hired by the Contractor.

### **B. That Department will designate an account representative who will:**

1. Process all the Contractor’s job notices in accordance with this Agreement.
2. Refer screened and qualified Candidates to the Contractor’s designated contact person.
3. Make referrals in a timely manner, that is, within three (3) working days after receiving the Contractor’s job opening notices.
4. Assist in the development of any mutually agreed upon training and/or internship programs that will better prepare the Candidates for employment with the Contractor.
5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate.



**ATTACHMENT P (CONT'D.)**

- 6. Insure that the Contractor is advised of available subsidies and provide any assistance to the Contractor to obtain those subsidies.
- 7. Report the Contractor to the procurement Entity if the Contractor does not fulfill its responsibilities in accordance with this Agreement.
- 8. Review and evaluate the effectiveness of this undertaking with the Contractor and make modifications as necessary and appropriate.

**C. Disclaimers:**

Nothing in this Agreement shall cause the Contractor, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

**D. Non-discrimination:**

The Contractor agrees that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

**E. MARYLAND LAW PREVAILS**

The place of performance of this Agreement shall be the State of Maryland. This Agreement shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

**F. EFFECTIVE DATE:**

This Agreement shall take effect on the date of the aforementioned Procurement Contract, and it shall remain in effect for the duration of the Procurement Contract, including any option periods or extensions.

IN WITNESS, WHEREOF, the Contractor and Department have affixed their signatures below:

**FOR THE CONTRACTOR**

**FOR THE DEPARTMENT**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Approved as to form and Legal Sufficiency by the  
Department Attorney General's Office

**ATTACHMENT Q  
CONTRACT COMPLIANCE CHECKLIST – TIME FRAMES**

*(THIS DOCUMENT IS A SEPARATE ATTACHMENT)*