

HOUSE BILL 290

P2

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By: **Delegates Benson, Anderson, Bromwell, Burns, Glenn, Gutierrez, Hucker, Mizeur, Oaks, Reznik, Ross, Schuler, and Tarrant**

Introduced and read first time: January 23, 2008

Assigned to: Health and Government Operations

A BILL ENTITLED

1 AN ACT concerning

2 **Procurement – Purchase of Apparel by State Agencies – Labor Standards**

3 FOR the purpose of requiring contractors and subcontractors to adhere and ensure
4 adherence to a certain code of conduct; requiring certain facilities to adhere to
5 certain provisions of a certain code of conduct; defining a certain code of conduct
6 to include certain requirements and prohibitions related to achieving certain
7 working conditions; prohibiting the State from entering into contracts with
8 certain persons if the State finds that certain persons fail to conduct themselves
9 in a certain manner or provide certain information required by affidavit;
10 requiring the State to contract with certain persons until a certain date under
11 certain conditions; requiring certain persons to post certain information on a
12 certain Internet website within a certain period of time; requiring certain
13 information to be filed by a certain time; authorizing certain presumptions
14 under certain circumstances; providing that certain provisions of this Act do not
15 affect other provisions of this Act; requiring certain persons to update certain
16 information; requiring certain persons to maintain certain records; requiring
17 certain persons to make certain statements about certain records; authorizing
18 the State to request certain records from certain persons; authorizing certain
19 persons to require certain persons to provide copies of certain agreements;
20 requiring certain persons to perform certain acts to ensure compliance with a
21 certain code of conduct and the effectiveness of this Act; providing certain
22 penalties for the failure to perform certain acts; authorizing certain
23 investigators to perform certain acts; requiring the State to join a certain
24 consortium for a certain purpose; requiring the State to contract with an
25 independent party for a certain purpose under certain circumstances; requiring
26 the State to establish an advisory group to help implement certain laws;
27 requiring the advisory group to convene on or before a certain date; providing
28 for the membership and purpose of the advisory group; authorizing a person to
29 file a complaint about violations of a certain code of conduct; requiring a certain
30 organization to receive and investigate complaints; requiring the State to keep

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 certain information confidential under certain circumstances; authorizing a
2 certain organization to monitor compliance with certain laws and conduct a
3 certain investigation as a result of monitoring under certain circumstances;
4 requiring certain persons to allow certain organizations certain access to
5 perform certain acts under certain circumstances; providing certain
6 organizations the authority to require compliance with a certain plan under
7 certain circumstances; authorizing certain organizations to review and approve
8 certain materials under certain circumstances; authorizing certain
9 organizations to ensure timely, complete, and sustainable compliance with a
10 certain plan; authorizing the Attorney General to seek certain sanctions if
11 certain organizations make certain findings; providing that an exemption from
12 compliance with certain laws will expire on a certain date; requiring certain
13 persons to make a list of certain persons who comply with certain laws before a
14 certain date; providing that certain persons shall be selected from a certain list
15 after a certain date; authorizing the State to contract under certain
16 circumstances with certain persons who do not comply with certain laws;
17 requiring the Department of General Services to adopt certain standards
18 following consultation with a certain group; providing for the effective date of
19 certain standards; requiring certain persons to take certain actions in
20 accordance with certain provisions of this Act; defining certain terms; providing
21 for the application of this Act; and generally relating to State procurement.

22 BY adding to

23 Article – State Finance and Procurement

24 Section 14–601 through 14–608 to be under the new subtitle “Subtitle 6. Labor
25 Standards”

26 Annotated Code of Maryland

27 (2006 Replacement Volume and 2007 Supplement)

28 Preamble

29 WHEREAS, The State spends \$4,000,000 in public funds on garments,
30 materials, equipment, and supplies provided by private contractors and
31 manufacturers; and

32 WHEREAS, The State recognizes a public interest in avoiding expenditures of
33 tax dollars to vendors and contractors who maintain sweatshop working conditions,
34 including below–subsistence wages, excessively long working hours, unhealthy and
35 unsafe working environments, child, indentured, and prison labor, disregard for local
36 labor laws and workplace regulations, disregard for fundamental women’s rights, and
37 repression of workers’ rights to assemble and bargain collectively; and

38 WHEREAS, In its role as a market participant, the State seeks to assure that
39 the integrity of the procurement process is not undermined by vendors and contractors
40 who engage in sweatshop practices; and

1 WHEREAS, Contractors and subcontractors who use sweatshop labor are able
2 to underbid responsible contractors who pay fair wages and maintain humane work
3 environments and conditions; and

4 WHEREAS, Such practices place responsible vendors and contractors at a
5 competitive disadvantage, which may dissuade them from participating in the State’s
6 procurement process; and

7 WHEREAS, The State must be cognizant of the working conditions it may
8 support by its actions as a major market participant; and

9 WHEREAS, Better working conditions assure consistently better quality goods
10 for the State, by assuring fewer disruptions in the workplace due to workers’
11 grievances, fewer absences due to illnesses, less fatigue and fewer workplace injuries,
12 less turnover of workers, and greater incentive to perform; and

13 WHEREAS, The State recognizes the rights of its residents to information
14 about the working conditions of businesses and choices the State makes with regard to
15 State tax money; and

16 WHEREAS, As a participant in the marketplace, the State seeks to protect the
17 interests of local residents, workers, and businesses by exercising its proprietary
18 powers to establish a “sweatfree” procurement policy and code of conduct that ensures
19 that items of apparel, garments, and corresponding accessories, and other equipment,
20 materials, and supplies procured by the State, its agencies, or its employees through
21 contracts, purchase orders, or uniform allowances and voucher programs, be produced
22 in workplaces free of sweatshop conditions; now, therefore,

23 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
24 MARYLAND, That the Laws of Maryland read as follows:

25 **Article – State Finance and Procurement**

26 **SUBTITLE 6. LABOR STANDARDS.**

27 **14-601.**

28 **THIS SUBTITLE APPLIES TO THE PROCUREMENT AND LAUNDERING OF**
29 **APPAREL, GARMENTS, AND CORRESPONDING ACCESSORIES.**

30 **14-602.**

31 **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
32 **INDICATED.**

33 **(B) “CONSORTIUM” MEANS THE STATE AND LOCAL GOVERNMENT**

1 **SWEATFREE CONSORTIUM.**

2 (C) **“INDEPENDENT MONITOR” MEANS THE ORGANIZATION THAT:**

3 (1) **IS CONTRACTED BY THE CONSORTIUM OR THE STATE FOR**
4 **THE PURPOSE OF MONITORING COMPLIANCE WITH § 14-603 OF THIS SUBTITLE;**

5 (2) **HAS EXPERTISE IN MONITORING FACTORY WORKING**
6 **CONDITIONS; AND**

7 (3) **IS NOT OWNED OR CONTROLLED IN WHOLE OR IN PART BY,**
8 **NOR OBTAINS ANY REVENUE FROM, A VENDOR, MANUFACTURER, CONTRACTOR,**
9 **SUBCONTRACTOR, OR ANOTHER ENTITY THAT DERIVES ITS PRIMARY INCOME**
10 **FROM THE SALE OF A PRODUCT OR SERVICE COVERED BY THIS SUBTITLE.**

11 (D) **“NONPOVERTY WAGE” MEANS:**

12 (1) **IN THE UNITED STATES, THE LEVEL OF WAGES REQUIRED**
13 **FOR A FULL-TIME WORKER, FOR 2,080 HOURS WORKED, TO PRODUCE AN**
14 **ANNUAL INCOME EQUAL TO OR GREATER THAN THE UNITED STATES**
15 **DEPARTMENT OF HEALTH AND HUMAN SERVICES’ MOST RECENT POVERTY**
16 **GUIDELINE FOR A FAMILY OF THREE PLUS AN ADDITIONAL 20% OF THE WAGE**
17 **LEVEL PAID EITHER AS HOURLY WAGE, HEALTH BENEFITS, OR PENSION**
18 **BENEFITS; AND**

19 (2) **OUTSIDE THE UNITED STATES, A NATIONWIDE WAGE, TO BE**
20 **ADJUSTED ANNUALLY, THAT SHALL BE COMPARABLE TO THE WAGE FOR**
21 **DOMESTIC MANUFACTURERS UNDER PARAGRAPH (1) OF THIS SUBSECTION,**
22 **ADJUSTED TO REFLECT THE COUNTRY’S LEVEL OF ECONOMIC DEVELOPMENT**
23 **USING THE CENTRAL INTELLIGENCE AGENCY’S MOST RECENT WORLD**
24 **FACTBOOK PURCHASING POWER PARITY-ADJUSTED GROSS DOMESTIC**
25 **PRODUCT PER CAPITA INDEX.**

26 (E) **“PROCUREMENT” INCLUDES CONTRACT, PURCHASE, RENTAL,**
27 **LEASE, OR ALLOWANCE AND VOUCHER PROGRAMS.**

28 (F) **“PRODUCTION FACILITY” MEANS A FACILITY THAT MANUFACTURES,**
29 **FINISHES, APPLIES MARKS, WAREHOUSES, LAUNDERS, OR ENGAGES IN OTHER**
30 **PROCESSES THAT CONTRIBUTE SIGNIFICANTLY TO THE FINISHED APPAREL AND**
31 **OTHER PRODUCTS.**

32 (G) **“WORKER” MEANS THOSE WORKERS ENGAGED IN THE PRODUCTION**
33 **OF GOODS OR SERVICES COVERED BY THIS SUBTITLE.**

1 **14-603.**

2 (A) A CONTRACTOR OR SUBCONTRACTOR SHALL ENSURE THAT, IN ITS
3 PRACTICES AND POLICIES REGARDING WORKERS ENGAGED IN THE
4 PRODUCTION OF GOODS AND SERVICES COVERED BY THIS SUBTITLE, ALL
5 PRODUCTION FACILITIES ADHERE TO OR EXCEED THE SWEATFREE CODE OF
6 CONDUCT REQUIRED UNDER THIS SECTION.

7 (B) A PRODUCTION FACILITY SHALL COMPLY WITH ALL APPLICABLE
8 DOMESTIC LABOR, EMPLOYMENT, HEALTH AND SAFETY, ENVIRONMENTAL, AND
9 BUILDING LAWS, AND THE FUNDAMENTAL CONVENTIONS OF THE
10 INTERNATIONAL LABOR ORGANIZATION.

11 (C) A PRODUCTION FACILITY SHALL PAY WAGES THAT MEET THE
12 HIGHER STANDARD OF:

13 (1) THE LEGAL MINIMUM WAGE;

14 (2) THE PREVAILING WAGE IN THE INDUSTRY IN THE COUNTRY OF
15 PRODUCTION; OR

16 (3) A NONPOVERTY WAGE.

17 (D) (1) A PRODUCTION FACILITY SHALL MAINTAIN VERIFIABLE WAGE
18 AND HOUR RECORDS FOR EACH PRODUCTION WORKER.

19 (2) THE RECORDS SHALL INCLUDE FOR EACH PRODUCTION
20 WORKER:

21 (I) THE WORKER'S NAME;

22 (II) THE WORKER'S JOB CLASSIFICATION;

23 (III) A GENERAL DESCRIPTION OF THE WORK THE WORKER
24 PERFORMED EACH DAY;

25 (IV) THE RATE OF PAY, INCLUDING FRINGE BENEFITS;

26 (V) THE DAILY AND WEEKLY NUMBER OF HOURS THE
27 WORKER WORKED;

28 (VI) DEDUCTIONS MADE; AND

29 (VII) ACTUAL WAGES PAID TO THE WORKER.

1 **(E) (1) A PRODUCTION FACILITY MAY NOT REGULARLY REQUIRE**
2 **HOURLY AND QUOTA-BASED WORKERS TO WORK MORE THAN THE LOWER OF:**

3 **(I) 48 HOURS PER WEEK; OR**

4 **(II) THE LIMITS ON REGULAR HOURS ALLOWED BY THE LAW**
5 **OF THE COUNTRY OF MANUFACTURE.**

6 **(2) A CONTRACTOR SHALL PROVIDE AT LEAST 1 DAY OFF IN**
7 **EVERY 7-DAY PERIOD, AS WELL AS HOLIDAYS AND VACATIONS.**

8 **(F) (1) A PRODUCTION FACILITY SHALL ENSURE THAT ALL HOURS**
9 **WORKED BEYOND THE LIMITS ON WORKING HOURS ESTABLISHED IN**
10 **SUBSECTION (E) OF THIS SECTION ARE VOLUNTARY, EXCEPT WHEN ALL OF THE**
11 **FOLLOWING CONDITIONS EXIST:**

12 **(I) NATIONAL LAW PERMITS MANDATORY OVERTIME;**

13 **(II) THE FACILITY IS PARTY TO A COLLECTIVELY**
14 **NEGOTIATED CONTRACT WITH A REPRESENTATIVE LABOR UNION AND THIS**
15 **CONTRACT PERMITS MANDATORY OVERTIME; AND**

16 **(III) MANDATORY OVERTIME DOES NOT EXCEED THE**
17 **AMOUNT ALLOWED BY THE COLLECTIVE CONTRACT.**

18 **(2) IN ADDITION TO COMPENSATION FOR REGULAR HOURS OF**
19 **WORK, AN HOURLY OR QUOTA-BASED WORKER SHALL BE COMPENSATED FOR**
20 **OVERTIME HOURS AT:**

21 **(I) A PREMIUM RATE AS IS LEGALLY REQUIRED IN THE**
22 **COUNTRY OF MANUFACTURE; OR**

23 **(II) IN THOSE LOCATIONS WHERE OVERTIME LAWS DO NOT**
24 **EXIST, AT LEAST 150% OF THE WORKERS' REGULAR HOURLY COMPENSATION**
25 **RATE.**

26 **(G) A PRODUCTION FACILITY MAY NOT DISCRIMINATE IN A TERM OR**
27 **CONDITION OF EMPLOYMENT ON THE BASIS OF GENDER, PREGNANCY, RACE,**
28 **RELIGION, AGE, DISABILITY, SEXUAL ORIENTATION, NATIONALITY, POLITICAL**
29 **OPINION, OR SOCIAL OR ETHNIC ORIGIN.**

1 **(H) A PRODUCTION FACILITY MAY NOT HARASS OR ABUSE A WORKER**
2 **SEXUALLY, PSYCHOLOGICALLY, OR VERBALLY, OR USE CORPORAL**
3 **PUNISHMENT.**

4 **(I) A PRODUCTION FACILITY MAY NOT:**

5 **(1) REQUIRE PREGNANCY TESTS AS A CONDITION OF**
6 **EMPLOYMENT; OR**

7 **(2) DEMAND PREGNANCY TESTS OF EMPLOYEES.**

8 **(J) A FEMALE WORKER SHALL RECEIVE EQUAL REMUNERATION,**
9 **INCLUDING EQUAL PAY, EQUAL BENEFITS, EQUAL TREATMENT, AND AN EQUAL**
10 **OPPORTUNITY TO FILL POSITIONS OPEN TO MALE WORKERS.**

11 **(K) A PRODUCTION FACILITY MAY NOT TERMINATE A WORKER WITHOUT**
12 **JUST CAUSE.**

13 **(L) A PRODUCTION FACILITY SHALL PROVIDE FOR A MEDIATION OR**
14 **GRIEVANCE PROCESS:**

15 **(1) TO RESOLVE WORKPLACE DISPUTES OUTSIDE THE UNITED**
16 **STATES; OR**

17 **(2) TO RESOLVE WORKPLACE DISPUTES IN THE UNITED STATES**
18 **THAT ARE NOT REGULATED BY THE NATIONAL LABOR RELATIONS BOARD.**

19 **(M) A PRODUCTION FACILITY AND ITS AGENTS MAY NOT DISRESPECT,**
20 **RETALIATE AGAINST, INTIMIDATE, COERCE, HARASS, OR TAKE ANY OTHER**
21 **ADVERSE ACTION AGAINST A WORKER'S RIGHTS, INCLUDING:**

22 **(1) FREEDOM OF ASSOCIATION;**

23 **(2) COLLECTIVE BARGAINING;**

24 **(3) STRIKING OR OTHER CONCERTED PROTEST; AND**

25 **(4) FILING OF GRIEVANCES.**

26 **(N) A PRODUCTION FACILITY AND ITS AGENTS MAY NOT INITIATE,**
27 **DOMINATE, OR SUPPORT ORGANIZATIONS IN WHICH WORKERS PARTICIPATE OR**
28 **ARE REPRESENTED.**

29 **(O) A PRODUCTION FACILITY SHALL:**

1 (1) ALLOW UNION ORGANIZERS FREE ACCESS TO WORKERS; AND

2 (2) RECOGNIZE THE UNION OF THE WORKERS' CHOICE.

3 (P) A PRODUCTION FACILITY SHALL DEMONSTRATE ITS COMMITMENT
4 TO FREEDOM OF ASSOCIATION BY TAKING SUCH STEPS AS:

5 (1) COMMUNICATING TO THE WORKFORCE THE FACILITY'S
6 OPENNESS TO WORKERS' EXERCISE OF THEIR ASSOCIATIONAL RIGHTS;

7 (2) NEGOTIATING IN GOOD FAITH WITH A UNION OR ANOTHER
8 REPRESENTATIVE WORKER BODY DULY CONSTITUTED BY WORKERS;

9 (3) IMPLEMENTING EFFECTIVE PROCEDURES AND TRAINING
10 PROGRAMS TO SAFEGUARD WORKERS AGAINST RETALIATION, INTIMIDATION,
11 COERCION, HARASSMENT, OR OTHER ADVERSE ACTION BY MANAGERS,
12 SUPERVISORS, AND CO-WORKERS; AND

13 (4) REMAINING STRICTLY NEUTRAL ON THE MATTER OF
14 WORKERS' CHOICE TO UNIONIZE OR NOT UNIONIZE BY NOT CAMPAIGNING
15 AGAINST OR IN FAVOR OF WORKERS' EFFORTS TO UNIONIZE, EXCEPT BY
16 STATING THAT, IN THE EXERCISE OF THEIR FREEDOM OF ASSOCIATION,
17 WORKERS HAVE A RIGHT TO UNIONIZE.

18 (Q) A PRODUCTION FACILITY MAY NOT ENGAGE IN ANY REPRISAL,
19 COERCION, INTIMIDATION, OR OTHER ADVERSE ACTION AGAINST WORKERS FOR
20 FILING COMPLAINTS, GIVING EVIDENCE, OR OTHERWISE COOPERATING WITH
21 MONITORING, ENFORCEMENT, REMEDIATION OR OTHER ACTIVITY BY:

22 (1) THE CONSORTIUM OR ITS MEMBERS;

23 (2) THE INDEPENDENT MONITOR; OR

24 (3) A GOVERNMENT AGENCY OR OTHER ENTITY AUTHORIZED TO
25 ENFORCE THE EMPLOYERS' OBLIGATIONS UNDER THIS SECTION.

26 (R) A CONTRACTOR, SUBCONTRACTOR, OR PRODUCTION FACILITY MAY
27 NOT SHUT DOWN OR REDUCE ORDERS IN ORDER TO DENY WORKERS A RIGHT OR
28 STANDARD PROTECTED BY THE PROVISIONS OF THIS SECTION, INCLUDING THE
29 WORKERS' RIGHT TO FREELY ASSOCIATE.

30 14-604.

1 (A) (1) THE STATE MAY NOT ENTER INTO CONTRACTS WITH A
2 CONTRACTOR IF, BASED ON INFORMATION SUBMITTED BY THE CONSORTIUM,
3 ITS INDEPENDENT MONITOR, OR OTHER EMPLOYEES OR AGENTS AUTHORIZED
4 TO ASSIST IN THE IMPLEMENTATION, ADMINISTRATION, OR ENFORCEMENT OF
5 THIS SUBTITLE, THE STATE FINDS THAT:

6 (I) THE CONTRACTOR OR ONE OF ITS SUBCONTRACTORS:

7 1. VIOLATES ANY REQUIREMENT ENUMERATED IN
8 § 14-603 OF THIS SUBTITLE; AND

9 2. REFUSES OR FAILS TO EXPEDITIOUSLY REMEDY
10 THE VIOLATION; OR

11 (II) THE CONTRACTOR FAILS TO SUBMIT THE INFORMATION
12 REQUIRED IN THE AFFIDAVIT DESCRIBED IN SUBSECTION (B) OF THIS SECTION.

13 (2) NOTWITHSTANDING PARAGRAPH (1) OF THIS SUBSECTION,
14 UNTIL SEPTEMBER 30, 2011, THE STATE SHALL CONTRACT WITH A
15 NONCOMPLIANT BIDDER ACCORDING TO THE REQUIREMENTS IN § 14-607 OF
16 THIS SUBTITLE IF THE STATE RECEIVES NO BIDS OR PROPOSALS THAT ARE
17 FULLY COMPLIANT WITH THE PROVISIONS OF THIS SUBTITLE.

18 (B) (1) BEFORE FINAL AWARD OF A CONTRACT FOR PRODUCTION OF
19 GOODS OR PROVISION OF SERVICES COVERED BY THIS SUBTITLE, THE VENDOR
20 OR CONTRACTOR SHALL SUBMIT AFFIDAVITS THAT INCLUDE THE INFORMATION
21 SET FORTH IN PARAGRAPH (2)(I) THROUGH (VI) OF THIS SUBSECTION TO THE
22 PURCHASING AGENT.

23 (2) TO ENSURE PUBLIC ACCESS AND CONFIDENCE THE
24 PURCHASING AGENT SHALL POST THE FOLLOWING INFORMATION ON ITS
25 INTERNET WEBSITE AS SOON AS POSSIBLE BUT NOT MORE THAN 14 DAYS AFTER
26 FINAL AWARD OF A CONTRACT:

27 (I) THE NAMES, ADDRESSES, PHONE NUMBERS, AND
28 CONTACT PERSONS OF EACH PRODUCTION FACILITY INVOLVED IN THE
29 PRODUCTION OF GOODS OR PROVISION OF SERVICES;

30 (II) THE NAMES, ADDRESSES, CONTACT PERSONS, AND
31 PHONE NUMBERS OF ANY AGENT OR PARENT COMPANY OF EACH FACILITY
32 INVOLVED IN THE PRODUCTION OF GOODS OR PROVISION OF SERVICES;

33 (III) THE AMOUNT TO BE PAID EACH SUBCONTRACTOR,
34 PROVIDED THAT:

1 **1. AMOUNTS TO BE PAID SUBCONTRACTORS MAY BE**
2 **REPORTED IN INCREMENTS; AND**

3 **2. THE AMOUNTS TO BE PAID EACH**
4 **SUBCONTRACTOR SHALL BE UPDATED IN WRITING TO SHOW CHANGES IN THE**
5 **AMOUNT TO BE PAID ANY SUBCONTRACTOR OR AMOUNTS TO BE PAID**
6 **SUBCONTRACTORS ADDED AFTER SUBMITTAL OF THE MOST RECENT**
7 **STATEMENT TO THE PURCHASING AGENT;**

8 **(IV) THE NAMES OF ANY ASSOCIATION OR ORGANIZATION IN**
9 **WHICH WORKERS PARTICIPATE OR ARE REPRESENTED FOR PURPOSES OF**
10 **COLLECTIVE BARGAINING IN THE FACILITIES;**

11 **(V) A STATEMENT BY THE CONTRACTOR INDICATING THAT:**

12 **1. THE CONTRACTOR AND SUBCONTRACTORS**
13 **UNDERSTAND THEIR OBLIGATION TO ENSURE THAT ALL APPLICABLE**
14 **PRODUCTION FACILITIES ADHERE TO THE SWEATFREE CODE OF CONDUCT AS**
15 **DEFINED IN § 14-603 OF THIS SUBTITLE;**

16 **2. THE CONTRACTOR AND SUBCONTRACTORS**
17 **UNDERSTAND THEIR OBLIGATION TO CONDUCT THEIR BUSINESS OPERATIONS**
18 **IN A WAY THAT FACILITATES THE ACHIEVEMENT AND MAINTENANCE OF**
19 **COMPLIANCE BY PRODUCTION FACILITIES, AS ENUMERATED IN § 14-606 OF**
20 **THIS SUBTITLE;**

21 **3. THE CONTRACTOR AND SUBCONTRACTORS**
22 **UNDERSTAND THAT IF THE STATE, THE CONSORTIUM, OR ITS INDEPENDENT**
23 **MONITOR FINDS ANY OF THE CONTRACTORS' OR SUBCONTRACTORS'**
24 **PRODUCTION FACILITIES TO BE OUT OF COMPLIANCE WITH ANY OF THE**
25 **PROVISIONS OF § 14-603 OF THIS SUBTITLE, AND THE FACILITY FAILS TO**
26 **REMEDY THE NONCOMPLIANCE WITHIN A TIME PERIOD SPECIFIED BY THE**
27 **STATE, THE CONSORTIUM, OR THE INDEPENDENT MONITOR, THE CONTRACTOR**
28 **OR SUBCONTRACTORS SHALL BE DEEMED OUT OF COMPLIANCE WITH THE**
29 **SWEATFREE CODE OF CONDUCT AS DEFINED IN § 14-603 OF THIS SUBTITLE;**
30 **AND**

31 **4. THE CONTRACTOR OR SUBCONTRACTOR, AS**
32 **APPLICABLE, HAS FURNISHED A COPY OF THE SWEATFREE CODE OF CONDUCT**
33 **TO EACH COVERED PRODUCTION FACILITY;**

34 **(VI) A STATEMENT BY THE CONTRACTOR INDICATING:**

1 **1. EACH COVERED PRODUCTION FACILITY'S**
2 **CURRENT COMPLIANCE OR NONCOMPLIANCE WITH EACH REQUIREMENT OF**
3 **§ 14-603 OF THIS SUBTITLE;**

4 **2. FOR EACH NONCOMPLIANT PRODUCTION**
5 **FACILITY, A PLAN OF CORRECTIVE ACTION INDICATING THE STEPS TO BE TAKEN**
6 **TO REMEDY THE NONCOMPLIANCE, AND THE TIME PERIOD WITHIN WHICH EACH**
7 **STEP WILL BE TAKEN; AND**

8 **3. AN AGREEMENT THAT FOLLOWING THE**
9 **AWARDING OF A CONTRACT, AS TO EACH REMEDIAL STEP INDICATED IN THE**
10 **PLAN OF CORRECTIVE ACTION, A STATEMENT SHALL BE SUBMITTED AT THE**
11 **TIME THE STEP IS TAKEN INDICATING WHETHER THE STEP HAS BEEN TAKEN**
12 **AND THE NONCOMPLIANCE REMEDIED; AND**

13 **(VII) ANY OTHER INFORMATION REQUIRED BY THE**
14 **PURCHASING AGENT FOR THE ADMINISTRATION AND ENFORCEMENT OF THIS**
15 **POLICY.**

16 **(C) (1) THE PLAN OF CORRECTIVE ACTION SPECIFIED IN**
17 **SUBSECTION (B)(2)(VI)2 OF THIS SECTION DOES NOT REPLACE OR LIMIT THE**
18 **CONSORTIUM'S OR ITS INDEPENDENT MONITOR'S AUTHORITY AND**
19 **RESPONSIBILITY TO FORMULATE REMEDIATION PLANS UNDER § 14-606 OF THIS**
20 **SUBTITLE OR TO TAKE ANY OTHER ACTION SET FORTH IN THIS POLICY.**

21 **(2) (I) IF THE STATEMENT REQUIRED BY SUBSECTION**
22 **(B)(2)(VI)3 OF THIS SECTION IS NOT FILED BY THE TIME INDICATED IN THE**
23 **CORRECTIVE ACTION PLAN, IT SHALL BE PRESUMED THAT THE FACILITY HAS**
24 **FAILED TO IMPLEMENT THE STEP BY THAT TIME.**

25 **(II) COMPLIANCE WITH SUBSECTION (B)(2)(VI)3 OF THIS**
26 **SECTION DOES NOT EXEMPT THE CONTRACTOR OR SUBCONTRACTOR FROM ITS**
27 **RESPONSIBILITY TO COOPERATE WITH WORKSITE INVESTIGATIONS OF THE**
28 **CONSORTIUM OR ITS INDEPENDENT MONITOR, OR TO TAKE REMEDIAL ACTION**
29 **REQUIRED BY THE STATE, THE CONSORTIUM, OR THE INDEPENDENT MONITOR**
30 **AS STIPULATED IN § 14-606(E) OF THIS SUBTITLE.**

31 **(D) IF ANY INFORMATION PROVIDED BY THE CONTRACTOR OR**
32 **SUBCONTRACTOR IN ACCORDANCE WITH THIS SECTION CHANGES DURING THE**
33 **SPECIFIED TIME PERIOD OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT**
34 **OR CAUSE TO BE SUBMITTED TO THE PURCHASING AGENT AFFIDAVITS WITH**
35 **THE UPDATED INFORMATION.**

36 **(E) (1) EACH CONTRACTOR AND SUBCONTRACTOR SHALL MAINTAIN**

1 WEEKLY CERTIFIED PAYROLL RECORDS FROM EACH OF THEIR APPLICABLE
2 PRODUCTION OR SERVICE FACILITIES FOR SUBMISSION TO THE STATE ON
3 DEMAND.

4 (2) ALTHOUGH THE CONTRACTOR SHALL BE RESPONSIBLE FOR
5 SUBMITTING THE PAYROLL RECORDS OF ITS SUBCONTRACTORS AND THEIR
6 FACILITIES, SUBCONTRACTORS SHALL SUBMIT SUCH RECORDS DIRECTLY TO
7 THE STATE ON REQUEST.

8 (3) CERTIFIED PAYROLL RECORDS REQUESTED BY THE STATE
9 SHALL BE ACCOMPANIED BY A STATEMENT SIGNED BY THE CONTRACTOR OR
10 SUBCONTRACTOR STATING THAT THE RECORDS ARE COMPLETE AND CORRECT.

11 (F) ON REQUEST, THE CONTRACTOR OR SUBCONTRACTOR SHALL
12 PROVIDE THE PURCHASING AGENT WITH COPIES OF ANY CURRENT COLLECTIVE
13 BARGAINING AGREEMENTS COVERING WORKERS IN THEIR FACILITIES.

14 **14-605.**

15 (A) A CONTRACTOR SHALL ENSURE COMPLIANCE WITH THE
16 SWEATFREE CODE OF CONDUCT AS DEFINED IN § 14-603 OF THIS SUBTITLE IN
17 ALL PRODUCTION FACILITIES.

18 (B) AS TO THE SWEATFREE CODE OF CONDUCT, CONTRACTORS AND
19 SUBCONTRACTORS SHALL:

20 (1) ESTABLISH AND IMPLEMENT MANAGERIAL SYSTEMS, RULES,
21 PROCEDURES, AND AUDITS SUFFICIENT TO EFFECTIVELY ENSURE COMPLIANCE
22 WITH THE CODE;

23 (2) ENSURE THAT PRICES PAID TO PRODUCTION FACILITIES FOR
24 GOODS OR SERVICES ARE SUFFICIENT TO ENABLE THE FACILITY TO MEET THE
25 COSTS OF COMPLIANCE WITH THE CODE;

26 (3) ENSURE THAT DATES FOR DELIVERY OF PRODUCTS OR
27 PROVISION OF SERVICES AND OTHER LOGISTICAL REQUIREMENTS IMPOSED ON
28 SUBCONTRACTORS DO NOT INDUCE VIOLATIONS OF HOURS, OVERTIME, OR
29 OTHER PROVISIONS OF THE CODE; AND

30 (4) ENSURE THAT THE CONTRACTOR'S RELATIONSHIP WITH
31 SUBCONTRACTORS IS SUFFICIENTLY STABLE TO ENABLE THE
32 SUBCONTRACTORS TO FULLY COMPLY WITH THE CODE.

33 (C) REFUSAL OF A CONTRACTOR, SUBCONTRACTOR, OR PRODUCTION

1 FACILITY TO ALLOW MONITORING BY, OR TO COOPERATE FULLY IN THE
2 MONITORING PROCESS OF, THE CONSORTIUM OR ITS INDEPENDENT MONITOR
3 SHALL RESULT IN DISQUALIFICATION FROM BIDDING, TERMINATION OF A
4 CONTRACT, OR OTHER SANCTIONS ENUMERATED IN § 14-606(F) OF THIS
5 SUBTITLE.

6 (D) (1) EACH CONTRACTOR AND SUBCONTRACTOR SHALL
7 COOPERATE FULLY WITH ANY STATE INVESTIGATION, INCLUDING AN
8 INVESTIGATION BY THE ATTORNEY GENERAL, THE CONSORTIUM, ITS
9 INDEPENDENT MONITOR, AND OTHER STATE EMPLOYEES AND AGENTS
10 AUTHORIZED TO ASSIST IN THE IMPLEMENTATION, ADMINISTRATION, OR
11 ENFORCEMENT OF THIS SUBTITLE.

12 (2) AN AUTHORIZED INVESTIGATOR HAS THE RIGHT TO ENGAGE
13 IN UNANNOUNCED INSPECTIONS OF ANY WORKSITE WHERE A CONTRACT OR
14 SUBCONTRACT IS PERFORMED, INTERVIEW A MANAGER, SUPERVISOR, OR
15 WORKER, AND VIEW AND COPY A DOCUMENT THAT IS RELEVANT TO THE
16 INSPECTION OR OTHER ACTIVITY OF THE STATE, THE CONSORTIUM, OR ITS
17 INDEPENDENT MONITOR.

18 (E) (1) THE STATE SHALL JOIN THE STATE AND LOCAL
19 GOVERNMENT SWEATFREE CONSORTIUM IN ORDER TO WORK TOGETHER WITH
20 OTHER PUBLIC ENTITIES FOR THE PURPOSE OF ENSURING THE MOST
21 EFFECTIVE ENFORCEMENT OF THE LABOR STANDARDS ENUMERATED IN
22 § 14-603 OF THIS SUBTITLE.

23 (2) IF THE CONSORTIUM CANNOT PROVIDE MONITORING
24 SERVICES, THE STATE SHALL CONTRACT WITH AN INDEPENDENT PARTY AS
25 NECESSARY TO ENFORCE THIS SUBTITLE.

26 (F) (1) THE STATE SHALL ESTABLISH A SWEATFREE PROCUREMENT
27 ADVISORY GROUP TO ASSIST IN THE IMPLEMENTATION AND ENFORCEMENT OF
28 THIS SUBTITLE.

29 (2) THE SWEATFREE PROCUREMENT ADVISORY GROUP SHALL
30 CONSIST OF THE FOLLOWING SEVEN MEMBERS, APPOINTED BY THE GOVERNOR:

31 (I) TWO ADVOCATES FOR GARMENT WORKERS AND OTHER
32 WORKERS EXPERIENCING SWEATSHOP WORKING CONDITIONS;

33 (II) TWO REPRESENTATIVES FROM A UNIFORMED UNION OF
34 EMPLOYEES OF THE STATE;

35 (III) TWO REPRESENTATIVES OF AN AGENCY THAT EMPLOYS

1 UNIFORMED PERSONNEL; AND

2 (IV) AN ADMINISTRATOR RESPONSIBLE FOR IMPLEMENTING
3 THIS LAW.

4 (3) THE ADVISORY GROUP SHALL FIRST CONVENE ON OR
5 BEFORE DECEMBER 30, 2008.

6 (4) THE PURPOSE OF THE SWEATFREE PROCUREMENT
7 ADVISORY GROUP IS TO:

8 (I) RECEIVE AND ASSESS EVIDENCE OF BIDDERS',
9 CONTRACTORS', AND SUBCONTRACTORS' COMPLIANCE OR NONCOMPLIANCE
10 WITH § 14-603 OF THIS SUBTITLE FROM THE CONSORTIUM, ITS INDEPENDENT
11 MONITOR, WORKERS, LABOR UNIONS, GOVERNMENTS, BUSINESSES,
12 NONGOVERNMENTAL ORGANIZATIONS, OR HUMAN RIGHTS ADVOCATES;

13 (II) PROVIDE ADVICE ON BIDDING GUIDELINES,
14 DISSEMINATION OF INFORMATION TO WORKERS, AND COLLABORATION WITH
15 OTHER PUBLIC ENTITIES;

16 (III) EVALUATE THE IMPLEMENTATION OF THIS SUBTITLE;
17 AND

18 (IV) EVALUATE INDUSTRIES ENGAGED IN THE
19 MANUFACTURE AND SALE OF GOODS OTHER THAN APPAREL AND GARMENTS TO
20 DETERMINE WHETHER PROCUREMENT OF GOODS, IN ADDITION TO APPAREL
21 AND GARMENTS, SHOULD BE SUBJECT TO THIS SUBTITLE.

22 (G) TO DETERMINE WHETHER TO TARGET A PARTICULAR GOOD FOR
23 ENFORCEMENT, THE FACTORS THAT THE SWEATFREE ADVISORY GROUP SHALL
24 CONSIDER SHALL INCLUDE:

25 (1) THE AMOUNT THE STATE HAS SPENT AND ANTICIPATES
26 SPENDING FOR THE GOOD;

27 (2) EVIDENCE OF SWEATSHOP LABOR OR OTHER CONDITIONS
28 PROHIBITED BY THIS SUBTITLE IN THE MANUFACTURING, ASSEMBLAGE, OR
29 DISTRIBUTION OF THE GOOD; AND

30 (3) ANY FINANCIAL IMPACT THAT TARGETING THE GOOD FOR
31 ENFORCEMENT WILL HAVE ON THE STATE.

32 14-606.

1 (A) (1) A PERSON MAY FILE A COMPLAINT STATING THAT § 14-603 OF
2 THIS SUBTITLE IS BEING VIOLATED.

3 (2) THE STATE, THE CONSORTIUM, OR ITS INDEPENDENT
4 MONITOR SHALL RECEIVE COMPLAINTS AND INVESTIGATE THE MERITS OF
5 EACH COMPLAINT.

6 (3) AT THE REQUEST OF THE PARTY FILING THE COMPLAINT, OR
7 WHEN DETERMINED NECESSARY BY THE STATE, THE CONSORTIUM, OR ITS
8 INDEPENDENT MONITOR, THE STATE SHALL KEEP CONFIDENTIAL THE NAME
9 AND CONTACT INFORMATION OF THE COMPLAINANT.

10 (B) (1) THE STATE, THE CONSORTIUM, OR ITS INDEPENDENT
11 MONITOR ALSO MAY CONDUCT PROACTIVE, ONGOING MONITORING FOR
12 COMPLIANCE WITH THIS SUBTITLE.

13 (2) WHEN INFORMATION GATHERED IN THE COURSE OF ONGOING
14 MONITORING INDICATES A LIKELIHOOD OF NONCOMPLIANCE BY AN
15 APPLICABLE FACILITY, THE STATE, THE CONSORTIUM, OR ITS INDEPENDENT
16 MONITOR SHALL INITIATE AN INVESTIGATION.

17 (C) INVESTIGATIONS AND MONITORING UNDER SUBSECTIONS (A) AND
18 (B) OF THIS SECTION MAY INCLUDE:

19 (1) CONFIDENTIAL INTERVIEWS WITH WORKERS, CONDUCTED
20 OUTSIDE OF THE WORKPLACE;

21 (2) INTERVIEWS WITH LOCAL NONGOVERNMENTAL
22 ORGANIZATIONS OR LABOR UNIONS;

23 (3) ONGOING MONITORING OF LOCAL MEDIA AND GOVERNMENT
24 REPORTS REGARDING LABOR CONDITIONS AT THE PRODUCTION FACILITIES;

25 (4) PHYSICAL INSPECTION OF PRODUCTION FACILITIES; AND

26 (5) INTERVIEWS WITH MANAGEMENT OR SUPERVISORS.

27 (D) A CONTRACTOR OR SUBCONTRACTOR SHALL PROVIDE THE STATE,
28 THE CONSORTIUM, OR ITS INDEPENDENT MONITOR IMMEDIATE ACCESS TO THE
29 FACILITY OR OPERATION WHERE A VIOLATION OR ALLEGED VIOLATION HAS
30 OCCURRED FOR AN INSPECTION OF THE FACILITY, INSPECTION AND COPYING
31 OF ALL RELEVANT DOCUMENTS, INTERVIEWS WITH MANAGERS, SUPERVISORS,
32 WORKERS AND OTHER PERSONNEL, OR OTHER ACTIVITY OF THE STATE, THE

1 CONSORTIUM, OR ITS INDEPENDENT MONITOR.

**2 (E) (1) THE STATE, THE CONSORTIUM, OR ITS INDEPENDENT
3 MONITOR, THE CONTRACTOR, AND RELEVANT SUBCONTRACTORS SHALL
4 CONSULT FOR THE PURPOSE OF AGREEING TO A REMEDIATION PLAN ON
5 DETERMINATION OF A VIOLATION OF § 14-603 OF THIS SUBTITLE AT A
6 PRODUCTION FACILITY OF A CONTRACTOR, A CONTRACTOR'S SUPPLIER, OR
7 SUBCONTRACTOR.**

**8 (2) BECAUSE THE SITUATION IS TO BE CORRECTED IN ORDER TO
9 COMPLY WITH § 14-602 OF THIS SUBTITLE, IN THE EVENT OF DISAGREEMENT
10 ABOUT A REMEDIATION PLAN:**

**11 (I) THE CONTRACTOR AND SUBCONTRACTORS MAY NOT
12 HAVE AUTHORITY TO VETO THE REMEDIATION PLAN FORMULATED BY THE
13 STATE, THE CONSORTIUM, OR ITS INDEPENDENT MONITOR; AND**

**14 (II) THE STATE, THE CONSORTIUM, AND THE INDEPENDENT
15 MONITOR RETAIN ULTIMATE AUTHORITY IN THE MATTER.**

**16 (3) CORRECTIVE ACTION INCLUDES ALL STEPS NECESSARY TO
17 CORRECT THE VIOLATIONS, INCLUDING:**

**18 (I) PAYING BACK WAGES TO WORKERS WHO MADE
19 MANUFACTURED PRODUCTS OR PROVIDED SERVICES SUPPLIED TO THE STATE;**

**20 (II) REINSTATING ANY WORKER WHO HAS BEEN
21 UNLAWFULLY DISMISSED; OR**

**22 (III) TRAINING RELATED TO WORKER RIGHTS AND BEST
23 PRACTICES EDUCATION FOR MANAGERS AND WORKERS AT THE FACILITY OR
24 OPERATION WHERE THE VIOLATION OCCURRED TO ENSURE FUTURE
25 COMPLIANCE, PROVIDED THAT:**

**26 1. ANY TRAINING AND EDUCATION IN ACCORDANCE
27 WITH THIS ITEM SHALL BE AT THE EXPENSE OF THE CONTRACTOR OR
28 SUBCONTRACTOR; AND**

**29 2. ON REQUEST BY THE STATE, THE CONSORTIUM,
30 OR ITS INDEPENDENT MONITOR, THE CONTRACTOR OR SUBCONTRACTOR
31 SHALL SUBMIT THE TRAINING AND EDUCATION MATERIALS FOR REVIEW AND
32 APPROVAL BY THE STATE, THE CONSORTIUM, OR THE INDEPENDENT MONITOR
33 PRIOR TO DISTRIBUTION TO MANAGERS AND WORKERS.**

1 (F) (1) AFTER DEVELOPING A REMEDIATION PLAN, THE STATE, THE
2 CONSORTIUM, OR ITS INDEPENDENT MONITOR MAY ENGAGE IN ANY
3 FOLLOW-UP INSPECTIONS, MONITORING, INTERVIEWS, AND VIEWING AND
4 COPYING OF DOCUMENTS TO ENSURE THAT THE CONTRACTOR OR
5 SUBCONTRACTOR IMPLEMENTS THE REMEDIATION PLAN IN A TIMELY MANNER.

6 (2) THE STATE, THE CONSORTIUM, OR ITS INDEPENDENT
7 MONITOR MAY COLLABORATE WITH THE CONTRACTOR OR SUBCONTRACTOR TO
8 SOLVE PROBLEMS ENCOUNTERED IN REMEDIATION AND TO ENSURE THAT
9 REMEDIATION IS COMPLETE AND SUSTAINABLE.

10 (G) (1) THE ATTORNEY GENERAL MAY SEEK SANCTIONS IF THE
11 STATE, THE CONSORTIUM, OR ITS INDEPENDENT MONITOR FINDS THAT:

12 (I) THE CONTRACTOR OR ONE OF ITS SUBCONTRACTORS
13 VIOLATES ANY REQUIREMENT ENUMERATED IN § 14-603 OF THIS SUBTITLE;
14 AND

15 (II) THE CONTRACTOR OR SUBCONTRACTOR REFUSES OR
16 FAILS TO REMEDY THE VIOLATION IN AN EXPEDITIOUS MANNER.

17 (2) AS TO SANCTIONS, THE ATTORNEY GENERAL MAY:

18 (I) TERMINATE THE CONTRACT WITHOUT NOTICE AND
19 WITHOUT LIABILITY FOR UNPAID AMOUNTS THAT OTHERWISE WOULD HAVE
20 BEEN PAYABLE; OR

21 (II) INSTITUTE DEBARMENT PROCEEDINGS IN ACCORDANCE
22 WITH TITLE 16 OF THIS ARTICLE.

23 **14-607.**

24 (A) (1) IN THE ABSENCE OF BIDS OR PROPOSALS THAT ARE FULLY
25 COMPLIANT WITH THE SWEATFREE CODE OF CONDUCT AS DEFINED IN § 14-603
26 OF THIS SUBTITLE, THE STATE SHALL AWARD CONTRACTS TO BIDDERS OR
27 OFFERORS THAT ARE MOST COMPLIANT OR WILL BE MOST EXPEDITIOUSLY
28 COMPLIANT WITH THIS SUBTITLE.

29 (2) AN EXEMPTION FROM FULL COMPLIANCE WITH THIS
30 SUBTITLE WILL EXPIRE AFTER SEPTEMBER 30, 2011.

31 (3) UNTIL SEPTEMBER 30, 2011, THE PROCUREMENT OFFICER
32 WILL WORK TO ASSEMBLE A LIST OF FULLY COMPLIANT BIDDERS, THAT MAY
33 CONSIST OF VENDORS IMMEDIATELY COMPLIANT, AND VENDORS THAT BECOME

1 FULLY COMPLIANT THROUGH THE PROCESS DEFINED IN SUBSECTION (B) OF
2 THIS SECTION.

3 (4) AFTER SEPTEMBER 30, 2011, SELECTION SHALL BE MADE
4 FROM A LIST OF FULLY COMPLIANT BIDDERS.

5 (B) (1) IF, IN RESPONSE TO A SOLICITATION FOR BIDS OR A REQUEST
6 FOR PROPOSALS, THE STATE RECEIVES NO BIDS OR PROPOSALS THAT ARE
7 FULLY COMPLIANT WITH THE SWEATFREE CODE OF CONDUCT AS DEFINED IN
8 § 14-603 OF THIS SUBTITLE, THE STATE IS AUTHORIZED TO ENTER INTO A
9 CONTRACT WITH A NONCOMPLIANT BIDDER OR OFFEROR, ACCORDING TO THE
10 FOLLOWING REQUIREMENTS OF THIS SUBSECTION.

11 (2) (I) NOTWITHSTANDING THE DETERMINATION OF LOW BID
12 OR HIGHEST RANKED PROPOSAL, THE PROCUREMENT OFFICER MAY
13 DETERMINE WHICH BIDDER OR OFFEROR MOST SUBSTANTIALLY COMPLIES
14 WITH THIS SUBTITLE, AND AWARD THE CONTRACT TO THAT BIDDER OR
15 OFFEROR.

16 (II) A CONTRACT AWARDED UNDER THIS SECTION MAY NOT
17 EXCEED 1 YEAR IN TERM UNLESS THE PURCHASING AGENT DETERMINES NO
18 LATER THAN 6 MONTHS BEFORE THE EXPIRATION OF THE ORIGINAL TERM OF
19 THE CONTRACT THAT THE CONTRACTOR HAS ACHIEVED AN ADDITIONAL LEVEL
20 OF COMPLIANCE WITH THE TERMS OF THIS SUBTITLE THAT WARRANTS
21 EXERCISE OF AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL YEAR.

22 (3) (I) THE DEPARTMENT OF GENERAL SERVICES, IN
23 CONSULTATION WITH THE SWEATFREE PROCUREMENT ADVISORY GROUP,
24 SHALL ADOPT STANDARDS FOR DETERMINING WHAT CONSTITUTES MOST
25 SUBSTANTIAL COMPLIANCE AND ADDITIONAL LEVELS OF COMPLIANCE UNDER
26 SUBSECTION (A) OF THIS SECTION.

27 (II) THE STANDARDS FOR DETERMINING MOST
28 SUBSTANTIAL COMPLIANCE AND ADDITIONAL LEVELS OF COMPLIANCE UNDER
29 SUBSECTION (A) OF THIS SECTION SHALL BECOME EFFECTIVE ON THE DATE
30 THEY ARE ADOPTED BY THE DEPARTMENT OF GENERAL SERVICES.

31 (4) (I) IN ACCORDANCE WITH § 14-604(B)(2)(VI) OF THIS
32 SUBTITLE, A NONCOMPLIANT CONTRACTOR SHALL:

33 1. PROVIDE A PLAN FOR CORRECTIVE ACTION;

34 2. IMPLEMENT THE CORRECTIVE ACTION PLAN IN A
35 TIMELY MANNER; AND

1 **3. PROVIDE TIMELY UPDATED STATEMENTS**
2 **ACCOUNTING FOR EACH REMEDIAL STEP THAT IT HAS TAKEN IN ACCORDANCE**
3 **WITH § 14-604(B)(2)(VI)3 OF THIS SUBTITLE.**

4 **(II) THE REQUIREMENTS FOR SUBMISSION OF AND**
5 **FOLLOW-UP TO CORRECTIVE ACTION PLANS DO NOT:**

6 **1. REPLACE OR LIMIT THE STATE'S, THE**
7 **CONSORTIUM'S, OR ITS INDEPENDENT MONITOR'S AUTHORITY AND**
8 **RESPONSIBILITY TO:**

9 **A. FORMULATE REMEDIATION PLANS UNDER**
10 **§ 14-606 OF THIS SUBTITLE; OR**

11 **B. TAKE ANY OTHER ACTION SET FORTH IN THIS**
12 **POLICY; OR**

13 **2. EXEMPT THE CONTRACTOR OR SUBCONTRACTOR**
14 **FROM ITS RESPONSIBILITY TO:**

15 **A. COOPERATE WITH INVESTIGATIONS OF**
16 **WORKSITES BY THE STATE, THE CONSORTIUM, OR THE INDEPENDENT**
17 **MONITOR; OR**

18 **B. TAKE REMEDIAL ACTION REQUIRED BY THE**
19 **STATE, THE CONSORTIUM, OR THE INDEPENDENT MONITOR AS REQUIRED**
20 **UNDER § 14-606 OF THIS SUBTITLE.**

21 **(5) NOTHING HEREIN SHALL NEGATE THE AUTHORITY OF THE**
22 **DEPARTMENT OF GENERAL SERVICES TO REJECT ALL BIDS OR TAKE ANY**
23 **OTHER ACTION WITHIN ITS POWER UNDER THIS SUBTITLE.**

24 **14-608.**

25 **(A) THIS SUBTITLE MAY NOT BE INTERPRETED OR APPLIED TO CREATE**
26 **ANY POWER OR DUTY IN CONFLICT WITH ANY FEDERAL LAW.**

27 **(B) THIS SUBTITLE MAY NOT BE INTERPRETED TO PREEMPT ANY LAW**
28 **OF A POLITICAL SUBDIVISION OF THE STATE.**

29 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
30 October 1, 2008.