

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
PROCUREMENT UNIT  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850-9999  
301-279-3637

May 2, 2019

## INVITATION FOR BID

### 9457.1, Provide Medical Services, Alcohol, Drug Testing and Physicals for Staff, School Bus and Vehicle Drivers

Bid Opening Time: 2:00PM

Bid Opening Date: May 20, 2019

**NOTE:** In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.

**BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.**

**COMPANY NAME:** \_\_\_\_\_

1. Term of Contract: July 1, 2019 through June 30, 2020
2. Terms of Delivery: 30 Days
3. Delivery Destination: Other
4. Bid Security Required: None  
**Bid Security must be made payable to Montgomery County Board of Education**
5. Performance Bond Required: None
- 6a. Samples Required: ☐ Yes ☐ No
- 6b. Sample Delivery Requirements:
  - ☐ Deliver to the Procurement Unit
  - ☐ Deliver to Supply and Property Management
  - ☐ Deliver to the Food Service Warehouse
  - ☐ Other
- 6c. Sample Delivery Time:
  - ☐ Prior to bid opening
  - ☐ At time of bid opening
  - ☐ Subsequent to bid opening

## NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.

**I. BIDDER INFORMATION:** As appropriate, check and/or complete one of the items below.

- ☐ 1. Legal name (as shown on your income tax return) \_\_\_\_\_
- ☐ 2. Business Name (if different from above) \_\_\_\_\_
- ☐ 3. Tax Identification Number \_\_\_\_\_

**A copy of your W-9 must be submitted with this bid response.**

**II. BIDDER'S CONTACT INFORMATION:** This will be filed as your permanent contact information.

- 1. Company Name \_\_\_\_\_
- 2. Address \_\_\_\_\_
- 3. Bid Representative's Name \_\_\_\_\_
- 4. Phone Number(s)/Extension(s) \_\_\_\_\_
- 5. Fax Number \_\_\_\_\_
- 6. Email Address \_\_\_\_\_
- 7. Website \_\_\_\_\_

**III. PURCHASE ORDER ADDRESS:** Please complete if different from Bidder's Contact Information.

- 1. Purchase Order Address \_\_\_\_\_
- 2. Representative's Name \_\_\_\_\_
- 3. Phone Number (s)/Extension(s) \_\_\_\_\_
- 4. Fax Number \_\_\_\_\_
- 6. Email Address \_\_\_\_\_

**IV. PROMPT PAYMENT DISCOUNT:** MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

\_\_\_\_\_ Prompt payment discounts of less than twenty (20) days will not be considered.

**V. PURCHASING CARD AND SUA PAYMENT PROGRAM:** MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

- ☐ Yes, we accept MasterCard ☐ No, we do not accept MasterCard

**Note:** Beginning April 1, 2018, MCPS will no longer process check payments. To avoid payment delays after this change, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail [SUA@mcpsmd.org](mailto:SUA@mcpsmd.org) to register for SUA, or e-mail [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org) to

request ACH registration forms.

**VI. PURCHASE ORDER PREFERENCE:** Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

☐ Facsimile    ☐ US Mail    ☐ Email    ☐ EDI

**VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE):** Check the appropriate box below.

☐ African American    ☐ Asian American    ☐ Hispanic    ☐ Native American  
☐ Female    ☐ Disabled    ☐ None

**VIII. NON-DEBARMENT ACKNOWLEDGEMENT**

\_\_\_\_\_ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

\_\_\_\_\_ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

**IX. BIDDER'S CERTIFICATION:** Upon notification of award, this document in its entirety is the awarded vendors contract with MCPS. By signing below, the undersigned acknowledges that s/he is entering into a contract with MCPS.

A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_



**Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 9457.1, Medical Services**

**USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE**

**Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

**Inclusion of Governmental & Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

**Notification and Reporting**

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

**Contract Agreement**

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 9457.1, Medical Services Cont.**

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel School			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince Georgia Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
**Procurement Unit**  
**45 West Gude Drive, Suite 3100**  
**Rockville, MD 20850-9999**  
**General Stipulations and Instructions To Bidders**

**I. Invitation For Bid**

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, and be received and stamped prior to the bid opening. Bids may be delivered in person, but delivery to the mailroom or lobby does not validate the time of receipt. The respondent shall assume full responsibility for timely delivery of the bid, whether by the U.S. Postal Service or by any other carrier. Bids received after the designated time for the receipt of solicitations will be returned unopened. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

**II. Intent**

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

**III. Right To Cancel Or Reject Bids**

- A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

**IV. Right To Purchase In The Open Market**

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

**V. Failure To Furnish Item(s)**

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

**VI. Employer Information Report EEO-1**

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees. If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

**VII. Preparation Of Bid**

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

**VIII. Discounts**

The Board of Education reserves the right to consider discounts in computing the bid.

**A. Trade Discounts**

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

**B. Payment Discounts**

Prompt payment discounts are solicited and will be treated as follows:

- (1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be



deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

#### **IX. "Or Equal" Interpretation**

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

#### **X. Consideration of Prior Service**

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

#### **XI. Delivery**

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

#### **XII. Packing Slips And Delivery Tickets**

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

#### **XIII. Invoices**

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller  
45 West Gude Drive, Suite 3200  
Rockville, MD 20850-9999

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer Identification number
- C. The purchase order number
- D. An invoice number
- E. Bid number if applicable
- F. The ship to address
- G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- H. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than,

the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to [accounts payable@mepsmd.org](mailto:accounts payable@mepsmd.org).

#### **XIV. Bid Security**

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s).

#### **XV. Performance Bonds**

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

#### **XVI. Provision For Municipal Offices**

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

#### **XVII. Product Testing During Time of Contract**

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

#### **XVIII. Safety Standards**

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

#### **XIX. General Guaranty**

The contractor agrees to:

- A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract

of which the contractor is not patented assignee, licensee, or owner.

- B. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

## **XX. Indemnity**

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

## **XXI. Insurance**

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

## **XXII. Inspection Of Premises**

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

## **XXIII. Patents**

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

## **XXIV. Samples And Catalog Cuts**

### **A. Requirements and Delivery**

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

### **B. Sample Identification**

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

### **C. Testing or Comparing Samples**

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

### **D. Retention and Removal of Samples**

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

### **E. Sample Quantities**

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

### **F. Descriptive Literature**

All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

1. Vendor's name, address, and phone number
2. Bid number

## **XXV. Time of Completion**

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for



the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

#### **XXVI. Guarantee**

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition; or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

#### **XXVII. Signature To Bids**

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

#### **XXVIII. Errors In Bids**


Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

#### **XXIX. Resolution and Disputes**

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Procurement Unit before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Procurement Unit. The senior buyer of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

#### **XXX. Inquiries**

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquires must be submitted in writing no later than four business days prior to bid opening date.



Eugenia S. Dawson  
Acting Director, Department of Materials Management

**MONTGOMERY COUNTY PUBLIC SCHOOLS  
PROCUREMENT UNIT  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850-9999**

**SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS**

**Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:**

**SAMPLE BID RESPONSE ENVELOPE**

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(Return Address)

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**BID ENVELOPE**

**TO BE DELIVERED TO**

**Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850-9999**

**BID NO. \_\_\_\_\_  
BID NAME \_\_\_\_\_  
OPENING DATE \_\_\_\_\_  
OPENING TIME \_\_\_\_\_**

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Vendor name and address must appear on the upper left hand corner of the bid envelope.  
The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.  
It is suggested that vendors utilize a tracking service to insure prompt delivery.

**Department of Materials Management  
Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland 20850-1747**

**Invitation for Bid #9457.1  
Provide Medical Services, Alcohol, Drug Testing, and  
Physicals for Staff, School Bus and Vehicle Drivers**

**I. GENERAL CONDITIONS**

**A. Intent**

The specifications contained herein are intended to secure responsible contractors to provide medical services at different locations throughout Montgomery County, Maryland. It is the intent to award to various contractors throughout the County for easy access to employees based on their geographical location.

**B. Scope**

The specifications contained herein are intended to obtain services from various contractors whom have the ability, equipment, professional staff and qualifications necessary to provide the services described herein for the MCPS Department of Transportation, Department of Facilities Management, Department of Materials Management and Department of Compliance and Investigations. Each bidder must have in place alcohol/drug testing procedures and policies that will meet or exceed the current standards established by the Federal Department of Transportation (DOT) in 49 CFR, Parts 40 & 382, as amended.

**C. Awards**

It is the intention to award this contract to the bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder(s) ability to perform should it be awarded the contract. Awards may be made to one successful vendor submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the MCPS Board of Education reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland. In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier.

**D. Contract Term**

The term of contract shall be for one year as stipulated in the solicitation. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The

bidder(s) will have 10 days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

**E. Provision for Price Adjustment**

Price increases will not be considered for the first year of the contract. Thereafter the successful bidder must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumer Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington D.C., Metropolitan Area and shall not exceed seventy-five percent (75%) of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If a price increase is accepted a contract amendment will be issued. Any orders received prior to a request for a price increase shall be honored at the original contract price. Downward adjustments shall be made by MCPS without a request from the successful bidder.

**F. Quantities**

The item quantities specified are an estimate of the test and reports required in a one-year period. The actual quantities will depend on services needed and upon budgetary limitations.

**G. Quotations**

Quotations are to be entered on the Quotation Form supplied under Appendix A. Faxed quotations are not acceptable. Sealed Bids Only.

No bidder will not be allowed to offer more than one price on each item even though it may feel that it has two or more types of services that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected.

A bidder may restrict its bid to consideration in the aggregate by so stating, but shall name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item may be considered informal. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

**H. Deviations**

Exceptions or deviations to bid specifications must be submitted in writing with the bid. If the service to be provided does not comply with the specifications in any way, bidders must

list such noncompliance as exceptions, provide clarification and/or recommend a proposed modification in writing and submit with the bid. The absence of such will indicate that the bidder has taken no exception and will be held responsible for performing in accordance with the terms, conditions, and specifications stated herein.

**I. Contract Contacts**

The MCPS project contact for this proposed procurement will be provided with the award notification letter to the pre-qualified contractors.

All prospective bidders are cautioned that information relating to the proposed procurement prior to award may be obtained only from Mrs. Laly Bowers, CPPB, Buyer II, Procurement Unit. Once the contract has Board approval the project contacts will be available.

**J. References**

**Bidders shall provide three references with their bid submission.** The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered. MCPS may request additional references. **Note: All bidders must provide references including bidders current engaged in business with MCPS.**

<u>Company Name &amp; Address</u>	<u>Contact Person Number</u>	<u>Phone Contract Number</u>
1. _____ _____		
Email: _____		
2. _____ _____		
Email: _____		
3. _____ _____		
Email: _____		

**K. Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the MCPS website, under "Event Calendar" or contact the Procurement Unit at [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive. MCPS website is <http://www.montgomeryschoolsmd.org/departments/procurement/>

**L. Award Criteria**

1. Conformance to Specifications
2. Qualifications and references
3. Ability to perform
4. Price
5. Past performance

**M. Bidder Obligation****Contractors' and sub-contractors' responsibility regarding registered sex offenders:**

Maryland Law requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5000 fine.

Each contractor shall screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work-force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it used to perform the work. Violation of this provision may cause MCPS to take action against the contractor up to and including termination of the contract.

**N. Multi-Agency Participation**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other Federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.



A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.

A negative reply will not adversely affect consideration of your bid/proposal.

**O. eMaryland Marketplace**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com), regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

**P. Submission of Bids**

**Bids must be submitted in duplicate. The cover page of each copy must be clearly marked original or duplicate. Bidders may wish to reproduce and retain an additional copy for your files. Failure to submit responses in duplicate may result in disqualification.**

**Q. Inquiries**

Inquiries regarding this solicitation must be submitted in writing, to Laly Bowers, CPPB, Buyer II, Montgomery County Public Schools, Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173. Questions shall be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid response. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid response. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

**II. CONTRACT ADMINISTRATION**

**A. General**

Contractors who wish to be considered for award shall provide detailed information and documentation describing fully their company's capabilities, resumes, costs, references to illustrate the ability to perform in a timely manner the scope that will be required.

Medical facilities must be flexible enough to incorporate any changes made by the Federal government in practices, procedures or law regarding alcohol/drug testing as well as any additional requirements from the Maryland State Department of Education (MSDE).

MCPS Authorization for Physical/Drug and Alcohol Testing for the various MCPS locations are included herein under APPENDIX B. Awarded contractors are requested to follow the instructions on the authorization form provided, and submit to the location stated on the form when completed.

**B. Scope of Work**

- a. Throughout the course of a calendar year, approximately 1600 new and veteran school bus drivers in MCPS must undergo the required physical examination.
- b. The pre-employment physical is required to assist in determining whether or not the applicant possesses those characteristics of health and strength essential to the performance and safety of the operation of a school bus.
- c. While the health and physical requirements are critical to safe driving and are extensive, there are three areas of concern: vision, hearing, coordination and reaction.
- d. About ninety percent (90%) of a driver's information is received through vision, which is considered the most important of the driver's senses. The several areas of vision that is of vital interest to MCPS includes: visual acuity, field vision, night vision, color vision and depth perception.
- e. Hearing is essential because it usually alerts the driver to the fact that something is wrong. This could include conditions relating to sirens from emergency vehicles, horns signaling warnings, and engine sounds that require the driver's attention. Studies have shown that drivers who have gradually lost their hearing are not aware of it, can be more vulnerable to accidents than the deaf since the latter have learned to compensate for their hearing loss.
- f. Reaction time is important since it is the time that it takes to react to a given situation. Some reaction time measures assist the department in realizing if school bus staff skills are not limited and impair their ability to safely operate the school vehicle.
- g. The physical examination should help in determining whether applicants and employees have any serious deficiencies that could interfere with the safe operation of large vehicles/school buses. High-test scores do not necessarily mean that the bus operator will be accident free but measures certain qualifications to determine if the individual has the potential to do the work.
- h. MCPS DOT has developed the Evacuation Proficiency Test (EPT) to ensure each employee on a school bus will be physically able to perform an evacuation if the need arises. This involves exiting the bus – a distance of approximately 40" from the floor of the bus to the ground, carrying a 40 lb. bag a distance of 20 to 30 feet and re-entering the bus using the service entrance steps. Concerns regarding the employee's

mobility, range of motion or any deficiencies that may affect ability to perform this test shall be noted on the Medical Examination Report.

- i. While bus operators must meet the State requirements through completion of an annual physical, providers may issue two year cards; however, bus operators will return annually even though their card will still have one year left. **The annual physical examination follow-up requirement assists in determining that employees are capable of safely operating large school vehicles.**
- j. MCPS physical examination form (APPENDIX B) shall accompany any referrals.

### C. Background for Alcohol and Drug Testing

The MSDE has passed a regulation with COMAR 13A.06.07, Student Transportation, requiring each of Maryland's 24 jurisdictions to implement a comprehensive alcohol/drug testing program.

MCPS has in place alcohol/drug-testing program for all commercial vehicle operators. This program will test for alcohol/drug use under pre-employment, post-accident, reasonable suspicion and random situations. The pre-employment, post-accident and reasonable suspicion situations will require both a urine drug test and an Evidential Breath Test (EBT) for alcohol detection. Random drug testing will require a lab based drug test, as required in 49 CFR Part 40 as amended and random alcohol testing will require an EBT for alcohol. Alcohol screening tests that result in 0.02 or greater will require a confirmation test. As needed, when an accident or incident does not meet the testing thresholds outlined in 49 CFR Part 382, MCPS will require post-accident drug and alcohol testing. This testing will be conducted under MCPS authority not the U.S. DOT. This testing will be conducted utilizing drug and alcohol testing and collection procedures outlined in 49 CFR Part 40. This testing will be conducted utilizing Non-DOT Alcohol Testing Forms and Custody and Control Forms.

MCPS anticipates conducting 300 pre-employment tests, 850 random drug and 300 random alcohol tests, 50 post accident tests, and 20 reasonable cause tests on an annual basis. The alcohol/drug-testing program will include mobile (on-site) and stationary location specimen collection, laboratory testing, medical officer review and selection for random testing.

### D. Background Physicals for bus Drivers and Vehicles Operators

**The annual school bus driver's physical examination is a requirement of the State Motor Vehicle Administration. Each school bus driver must meet the minimum physical examination requirements annually as part of the total driver certification process.** Currently the Federal Motor Carrier Safety Administration (FMCSA), DOT does not require that medical examiners who conduct medication examination for interstate motor vehicle drive to complete certain training requirements.

Physical providers must be listed on the National Registry of Certified Medical Examiners to provide CDL physicals for MCPS staff. To learn more the link to the national registry is <https://nationalregistry.fmcsa.dot.gov/NRPublicUI/home.seam>.



The requirement for physical examinations has expanded to include other vehicle operators for MCPS. Primarily, they include those employees in the Division of Maintenance, the Division of Food and Nutrition Services and the Department of Materials Management who operate vehicles that exceed 96,000# GVW. These physicals will require the same health and strength characteristics as bus operators but will only occur every two years, whereas, **school bus operators require annual physicals.**

During the school year random on-site collections are scheduled on average once a week at one of six depot locations. Approximately 20 employees will be scheduled for testing per location.

**E. Physical Examination Requirements**

The State Motor Vehicle Administration provides information on the physical examination as well as criteria to be utilized in the examination process. **PLEASE NOTE** that the examination form has been revised. The revision includes a DOT Card that is to be completed by the physician, certifying the examination. As indicated in the BACKGROUND section of this bid, school bus operator DOT Cards are valid for one year and non-school bus operator cards are valid for two years. A valid medical examiner's certificate, Federal DOT physical certification form and card must be utilized and issued for each employee. Forms may be downloaded from <http://mva.state.md.us/DriverServ/Apply/CDL/commercial.htm>. Please also note that the TB test, Chest X-ray, EKG, HCT and drug/alcohol tests are not normally required. MCPS will make specific requests and negotiate an appropriate charge if these procedures/tests are required.

Health care providers shall notify the MCPS Contact, via telephone 301-840-8148, fax 301-840-8198 if **no** DOT card is issued at the time of a requested physical examination due to needed follow-up, temporarily disqualified, or any other findings or concerns.

**F. Collection Facility**

**1. Qualifications**

The successful bidder for collection services must possess the following qualifications:

- a. Collection sites do not have to be, and are usually not medical facilities licensed in the State of Maryland.
- b. Must adhere to U.S. DOT and SAMHSA requirements, policies and procedures.
- c. Collection facility personnel must have thorough knowledge and certification in collecting specimens for testing (testing of blood is prohibited by the DOT-except post mortem for FRA) to insure the integrity of the testing process. Collection facility must have trained Breath Alcohol Technicians(s) (BAT) able to administer Evidentiary Breath Tests (EBT).

**2. Collection Facility – Required Services:**

MCPS may consider awarding specimen collection to bidders supplying stationary and/or mobile collection services. Both must provide the following services:

- a. In all instances requiring alcohol testing, such tests will be administered by a BAT using an EBT device. If the initial EBT screening test indicates a breath alcohol concentration of .02 or greater, a second confirmation test will be performed to validate the positive result. Employees that have been tested will be shown the test results displayed on the EBT and will be required to sign a testing form certifying the results. Testing of blood is prohibited by the DOT-except post mortem for FRA.
- b. In all instances in which drug testing is required, commercial vehicle operators will be required to provide specimens at outlined in 49 CFR Part 40, as amended. Urine samples will be split into two separate specimens to be forwarded to the testing facility. Persons testing positive for drugs will be permitted the opportunity to request a retest of the split specimen.
- c. Direct observation will only occur under circumstances outline in 49 CFR Part 40, as amended.
- d. Mobile collection units must deliver the appropriate specimen to a location designated and authorized by the testing laboratory.
- e. Upon notification by MCPS, the collection facility will dispatch DOT trained collectors to perform and/or supervise specimen collection procedures at hospitals treating the vehicle operator. The collection facility will adopt internal procedures to ensure that the trained technicians are dispatched to hospitals or other sites, other than normal collection sites, to arrive within two hours of initial notification.
- f. Collection Facilities must remain open Monday through Friday from 8:00 a.m. to 6:00 p.m. and on Saturday from 8:00 a.m. to 12:00 noon. Stationary collection facilities must be available to provide service on a walk-in basis. Mobile collection will be required to provide service within two weeks of notification.
- g. In the event of a post-accident or reasonable suspicion situation that occurs after collection site hours of operation, the collection facility must be able to provide alternate collection services.
- h. Proper completion and forwarding of all required documentation, including the "Chain of Custody" form, are the responsibility of the collection facility.
- i. Collection Facilities are required to provide MCPS with semi-annual reports (June and December) to include a list of the employees they have tested with the following information included, preferably and excel spread sheet. Information shall be sent to the contract contact, see I. Contract Contacts.

- Name, employee id, or last four of social security number
- Date of service, time tested
- Type of test (alcohol, drug or both)
- Identify whether the test was random, pre-employment, post-accident or other
- Results

**G. Drug Testing Laboratory**

The drug-testing laboratory (LAB) must meet the following requirements:

**1. Qualifications**

- a. As a drug testing laboratory located in the U.S., you are permitted to participate in DOT drug testing only if you are certified by HHS under the National laboratory Certification Program (NCLP) for all testing required under 40 CFR Parts 40 & 382.
- b. To avoid any conflict of interest, the LAB must not be affiliated with the MRO
- c. Testing must meet procedures outlined in 49 CFR Part 40, as amended. Each LAB must have at least three years of DOT mandated testing experience.

**2. Laboratory Required Services:**

The term drug will include any substance that is unlawful to possess under either the Federal Controlled Substances Act or state law, or any substance that could affect one's ability to function on the job. The LAB will perform the following services:

- a. The laboratory will conduct screening tests on all specimens received for the presence of drug/drug metabolites identified in 49 CFR Part 40, as amended. The laboratory will use cutoff levels specified in 49 CFR Part 40, as amended. Any samples testing positive for the presence of drug/drug metabolites on a screening test will be required to perform conformation testing.
- b. Negative test results will be forwarded to the MRO by 4:00 p.m. of the next working day, excluding Sundays. Results will be transmitted to a certified Medical Review Officer in accordance with 49 CFR Part 40, as amended (This is not always possible, in some cases conformation testing on certain metabolites may take up to 72 hours).
- c. Maintain all specimens that yield a positive result for not less than one year.
- d. Supply specimen collection kits containing all supplies necessary to submit blood and/or urine specimens, including chain-of-custody forms. The chain of custody procedures required by DOT must be followed.



**H. Medical Review Officer (MRO):****1. MRO Qualifications:**

The MRO must possess the following qualifications:

- a. Must be a licensed physician (Doctor of Medicine or Osteopathy) with minimum three years of experience in reviewing forensic drug screen results.
- b. Meet all the requirements set forth in 49 CFR Part 40, as amended.
- c. Shall be qualified to review and interpret confirmed positive test results.
- d. Must be able to conduct medical interviews and review an employee's medical history and other biomedical factors to determine whether confirmed positive tests could have resulted from legally prescribed or over-the-counter medication.
- e. After receiving results from the (MRO is not involved in any alcohol testing) drug testing laboratory, the MRO must be able to have the test results reviewed, evaluated and communicated to MCPS within 24 hours for a negative result and within 72 hours for a positive result.
- f. In order to avoid any conflict of interest, the MRO must not be affiliated with the laboratory that conducts the alcohol/drug testing.

**2. MRO Services:**

- a. The MRO must contact all individuals who test positive to determine whether any legitimate medical explanation exists for the positive test results.
- b. If a legitimate medical explanation exists, such as valid prescription or over-the-counter drug use, and the MRO determines, based on the type and concentration of drug present, that the individual was not impaired and is fit for duty, the MRO will report the result as negative to the school system and to the individual.
- c. If there is no legitimate explanation for the positive test result, or the MRO determines, based on the type and concentration of drug present, that the individual was impaired and is not fit for duty, then the MRO will report the result as positive to designated staff in the MCPS, see J. Contract Contacts.
- d. Except for the discussion with the individual above, the MRO will not discuss test results with other than authorized MCPS representatives.

- e. In the event that the alcohol/drug testing program is legally challenged, the LAB must provide a complete litigation package and expert witness testimony at no cost to MCPS.

**I. Submittals:**

1. The bidders offering to provide collection services must submit location of collection facilities with EBT capability, normal and emergency hours of operation and references.
2. If mobile collection service will be provided, describe facilities and/or equipment that will be needed from MCPS to accomplish required services.
3. The bidder must provide a brief description of their training program for their supervisors and employees.
4. Copies of licenses.
5. Documentation of conformance with required training and certification of staffs who collect and administer tests.
6. Provide names and resumes of staff who will provide services to MCPS under this contract.
7. Contractors shall identify "Key Personnel," and include a resume of the qualifications of each of the personnel to be assigned to this contract. If during the term of the contract any key staff assigned to this contract changes, it is the contractor responsibility to notify MCPS, Procurement Unit in writing and resume of new staff shall be submitted for review and approval.
8. Contractors shall provide corporate information and references for determining vendor capabilities and ability to perform the work stated herein. References must be from organizations of similar size and scope as MCPS.

**APPENDIX A**  
**QUOTATION FORM**

**QUOTATION FORM****9457.1****Contractor Name**

Item #	Service	Cost
1	Mobile collection testing for drugs plus MRO	
2	Mobile collection testing for alcohol including EBT	
3	Stationary collection service for drugs plus MRO	
4	Collection Stationary for Drugs	
5	Collection Stationary for Alcohol/EBT	
6	Post accident-hospital test	
7	Basic Physical Exam	
8	Lab testing of urine sample of drugs and MRO	
9	Asbestos Physicals (exam, questionnaire, pulmonary function test, chest xray, qualitative fit test)	
10	Respirator Fit Testing (Exam, Questionnaire, qualitative fit test) (OSHA 29-CFR-1910.1001)	
11	Respirator Fit Testing (qualitative only) (OSHA 29-CRF-1910.134)	
12	Respirator Physical (OSHA 29-CRF-1910.134)	
13	Respirator Physical (OSHA 29-CFR-1910.1001)	
14	DOT Physical Recertification	
15	Hepatitis B Virus Vaccination	

**QUOTATION FORM****9457.1****Contractor Name**

<b>Item #</b>	<b>Service</b>	<b>Cost</b>
16	Injury Care	
17	Audio	
18	Vision Titmus	
19	Return to Work	
20	On Site Fee (Hospital)	
21	Hepatitis B Virus Vaccination	
22	Injury Care	
23	Collection Testing for Drugs	
24	Physical Exam for Bus and Vehicle Drivers (Includes vision, hearing, vital signs, medical history, and physician examination)	
25	Cost for follow up (if applicable) Assessment/Examinations)	
26	Cost for On-Site Physicals	
27	After Hour Fee	

**APPENDIX B**

**AUTHORIZATION FORM**





## MONTGOMERY COUNTY PUBLIC SCHOOLS

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

Employee ID Number: \_\_\_\_\_

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

☐ Department of Transportation  
16651 Crabbs Branch Way  
Rockville, MD 20855  
301-840-8148

☐ Division of Food and Nutrition Services  
16644 Crabbs Branch Way  
Rockville, MD 20855  
301-670-8297

☐ Division of Maintenance  
16651 Crabbs Branch Way  
Rockville, MD 20855  
301-840-8107

☐ Department of Materials Management  
580 North Stonestreet Avenue  
Rockville, MD 20850  
301-279-3348

### Authorization for DOT Physical/Drug and Alcohol Testing

☐ Pre-employment/New Certification

☐ Urine Drug Test for pre-employment

☐ Recertification

☐ Random Drug and Alcohol Test

Current physical expires: \_\_\_\_\_

☐ **TWO YEAR** certification is required

If certification is less than ONE YEAR, please remind the employee they must return to your facility for a follow-up.

If this employee is disqualified, or receives a "Determination Pending" please contact the Department of Materials Management as soon as possible.

Thank you for your cooperation. Any questions or comments should be directed to the MCPS office checked above or:

Lanny Taylor                      Orlando\_L\_Taylor@mcpsmd.org  
Ana Rivas                         Ana\_J\_Rivas@mcpsmd.org  
Department of Materials Management  
Montgomery County Public Schools  
Phone: 301-279-3346

**DOT physicals and invoices should be sent to DOT 16651 Crabbs Branch Way,  
Rockville, MD 20855 Attn: Brenda Deluca**



Montgomery County Public Schools  
Department of Transportation  
16651 Crabbs Branch Way  
Rockville, MD 20855  
301-840-8148

### Authorization for DOT Physical

Employee Name: [Click here to enter text.](#)

Employee ID Number: [Click here to enter text.](#)

Date: [Click here to enter text.](#)

☐ Recertification

Current physical expires: [Click here to enter text.](#)

☐ **TWO YEAR** certification is required.

If certification is less than ONE YEAR, please remind the employee they must return to your facility for follow-up.

If this employee is disqualified, or receives a "Determination Pending" please contact via email the Safety and Training Unit as soon as possible:

[Brenda\\_M\\_DeLuca@mcpsmd.org](mailto:Brenda_M_DeLuca@mcpsmd.org)

[Edwin\\_E\\_Blanco-Ruiz@mcpsmd.org](mailto:Edwin_E_Blanco-Ruiz@mcpsmd.org)

[Michael\\_K\\_Lewis@mcpsmd.org](mailto:Michael_K_Lewis@mcpsmd.org)

Thank you for your cooperation. Any questions or comments should be directed to:

Brenda DeLuca email: [Brenda\\_M\\_DeLuca@mcpsmd.org](mailto:Brenda_M_DeLuca@mcpsmd.org)

Safety and Training Unit, DOT

Montgomery County Public Schools

Phone: 301-840-8148 Fax: 301-840-8198

All Physicals and Invoices should be sent to DOT 16651 Crabbs Branch Way, Rockville, MD 20855 Attn: Brenda DeLuca



## MONTGOMERY COUNTY PUBLIC SCHOOLS

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

Employee ID Number: \_\_\_\_\_

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

☐ Department of Transportation  
16651 Crabbs Branch Way  
Rockville, MD 20855  
301-840-8148

☐ Division of Food and Nutrition Services  
8401 Turkey Thicket Dr.  
Gaithersburg, MD 20879  
301-284-4990

☐ Division of Maintenance  
8301 Turkey Thicket Dr.  
Gaithersburg, MD 20879  
240-740-2500

☐ Department of Materials Management  
580 North Stonestreet Avenue  
Rockville, MD 20850  
301-279-3348

### Authorization for DOT Physical/Drug and Alcohol Testing

☐ Pre-employment/New Certification

☐ Urine Drug Test for pre-employment

☐ Recertification

☐ Random Drug and Alcohol Test

Current physical expires: \_\_\_\_\_

☐ **TWO YEAR** certification is required

If certification is less than ONE YEAR, please remind the employee they must return to your facility for a follow-up.

**If this employee is disqualified, or receives a "Determination Pending" please contact the Division of Food and Nutrition Services.**

Thank you for your cooperation. Any questions or comments should be directed to the MCPS office checked above or:

Theresa Tenly      Theresa\_L\_Tenly@mcpsmd.org  
Division of Food and Nutrition Services  
Montgomery County Public Schools  
Phone: 301-284-4990

**DOT Physicals and Invoices should be sent to DOT 16651 Crabbs Branch Way,  
Rockville, MD 20855 Attn: Brenda Deluca**



## MONTGOMERY COUNTY PUBLIC SCHOOLS

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

Employee ID Number: \_\_\_\_\_

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

☐ Department of Transportation  
16651 Crabbs Branch Way  
Rockville, MD 20855  
301-840-8148

☒ Division of Maintenance  
8301 Turkey Thicket Dr  
Gaithersburg, MD 20879  
240-740-2500

☐ Division of Food and Nutrition Services  
8401 Turkey Thicket Dr.  
Gaithersburg, MD 20879  
301-284-4990

☐ Department of Materials Management  
580 North Stonestreet Avenue  
Rockville, MD 20850  
301-279-3348

### Authorization for DOT Physical/Drug and Alcohol Testing

☐ Pre-employment/New Certification

☐ Recertification

Current physical expires: \_\_\_\_\_

☐ Urine Drug Test for pre-employment

☐ Random Drug and Alcohol Test

☐ **TWO YEAR** certification is required

If certification is less than ONE YEAR, please remind the employee they must return to your facility for a follow-up.

If this employee is disqualified, or receives a "Determination Pending" please contact the Division of Maintenance as soon as possible.

Thank you for your cooperation. Any questions or comments should be directed to the MCPS office checked above or:

Christine Rogewitz

Christine\_Rogewitz@mcpsmd.org

Division of Maintenance

Montgomery County Public Schools

Phone: 240-740-2500

**DOT Physicals and Invoices should be sent to DOT 16651 Crabbs Branch Way,  
Rockville, MD 20855 Attn: Brenda Deluca**