

**Office of Finance  
Division of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland**

**Invitation for Bid #9457.2  
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 pre-qualify responsible contractors to provide medical services and whom have the ability, equipment, professional staff and qualifications necessary to provide the services at different Montgomery County Public Schools offices throughout Montgomery County, MD.

**B. 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.

**C. Interpretation of Specifications**

The services listed throughout this solicitation and in Appendix A are specified to meet our minimum requirements. Therefore, bidders are informed that they must provide the services in conformance to quality standards.

**D. 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.

**E. Quotations**

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

No bidder will 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 service, all prices for that service 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 service 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 service 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.

**F. Quantities**

The services described under the scope of work are an estimate of the test and reports required in a one-year period. The actual quantities will depend on actual service needed and contingent upon budgetary limitations.

**G. Emergency Purchases**

MCPS reserves the right to make purchases from other sources should the awarded bidder(s) be unable to furnish the service within the required time frame.

**H. Invoicing**

All invoices shall be numbered. To better serve you with fast payments, MCPS now offers Automated Clearing House (ACH) electronic payments and Single Use Accounts (SUA) payments. Payment inquiries of pending invoices after award and/or to obtain more information on ACH or SUA requirements email [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org). (See Article XIII, Invoices of the General Stipulations and Instructions to Bidders). See detail instructions for invoices for this contract under Appendix B.

**I. Provision For Price Adjustment**

Price increases will not be considered for the first 180 days of the contract. Thereafter the successful vendor 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 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.

Any orders received prior to a request for a price increase shall be honored at the original contract price. If the price increase is accepted, a contract amendment will be issued. Downward adjustments shall be made by MCPS without a request from the successful vendor.

**J. Warranty**

The supplier warrants the services delivered to be of the highest quality, complying with the specifications. The supplier agrees that any changes in the services will be made promptly without any cost to MCPS and to the satisfaction of MCPS.

**K. 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.

<b>Company Name &amp; Address</b>	<b>Contact Person</b>	<b>Phone Number</b>	<b>Contract Number</b>
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1. \_\_\_\_\_

Email: \_\_\_\_\_

2. \_\_\_\_\_

Email: \_\_\_\_\_

3. \_\_\_\_\_

Email: \_\_\_\_\_

**L. Special Conditions**

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so

representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.

3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder(s) except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the contracting officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

**M. 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.

**N. 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.

**O. 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.

**P. Awards**

It is the intention to pre-qualify bidder(s) submitting the most favorable prices and documentations with consideration being given to any previous performance for the Board of Education as to quality of service, 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 services of a similar nature or on an individual service 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 services 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.

**Q. Award Criteria**

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

**R. Addenda/Errata**

Changes and addenda may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the "Event Calendar" on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement>, and/or contact the Division of Procurement 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.

**S. Inquiries**

Inquiries regarding this solicitation must be submitted in writing to Saudy Espinal, Buyer II, Montgomery County Public Schools, Division of Procurement, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850 by email [saudy\\_espinaldeveloz@mcpsmd.org](mailto:saudy_espinaldeveloz@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org). 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/>.

**T. Contractor Obligation**

**Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts: N/A**

Maryland Law requires that any person who enters into a contract with a county board of education “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, 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.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland.
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland.
- c) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this

obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

## **II. Required criminal background check process for certain individuals in the contractor's workforce:**

Under recent amendments to § 5-561 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Division of Procurement website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford

Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

**The criminal background check and badging process will be at the contractor's expense.**

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

## II. CONTRACT ADMINISTRATION

### A. General

Contractors who wish to be pre-qualified shall provide detailed information, certificates 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

1. Throughout the course of a calendar year, approximately 1600 new and veteran school bus drivers in MCPS must undergo the required physical examination.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.**

MCPS physical examination form (APPENDIX B) shall accompany any referrals.

### C. 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. Saudy Espinal, Buyer II, [saudy\\_espinaldeveloz@mcpsmd.org](mailto:saudy_espinaldeveloz@mcpsmd.org). Division of Procurement, Once the contract has Board approval the project contacts will be available.

### D. 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. There may be instances when requests for reasonable suspicion alcohol/drug-testing may include non-commercial vehicle operators at the discretion of MCPS. 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.

#### **E. 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 includes 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 various facilities including transportation depots, maintenance centers, and other MCPS offices. Approximately 20 employees will be scheduled for testing per location.

#### **F. 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 immediately notify the MCPS contacts, that will be provided on the authorization forms for physicals and drug/alcohol testing, 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.

### **G. Collection Facility**

#### **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).

#### **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

#### **H. Drug Testing Laboratory**

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

##### **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.

#### **I. 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 Medical Review Officer (MRO) by 4:00 p.m. of the next working day, excluding Sundays. Results will be transmitted to a certified MRO 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.

**J. Medical Review Officer (MRO):**

**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. (Provide certificate).
- 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.

**Required 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.

**Submittals:**

- a. The bidders offering to provide collection services must submit location of collection facilities with EBT capability, normal and emergency hours of operation and references.
- b. If mobile collection service will be provided, describe facilities and/or equipment that will be needed from MCPS to accomplish required services.
- c. The bidder must provide a brief description of their training program for their supervisors and employees.
- d. Copies of licenses.
- e. Documentation of conformance with required training and certification of staffs who collect and administer tests.
- f. Provide names and resumes of staff who will provide services to MCPS under this contract.
- g. 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.

- h. 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.

**Observations to be consider when making diagnosis**

**Observations that may constitute reasonable suspicion**

**Appearance:**

Sleepy  
Disheveled  
Tremors/Twitches  
Sores/Puncture Marks  
Excessive Sweating  
Flushed or Pale  
Heavy Eyelids  
Dilated Pupils  
Bloodshot Eyes

**Behavior/Demeanor:**

Nervous  
Irritable  
Confusion/Inattentive  
Erratic  
Paranoid  
Combative  
Mood Swings  
Lethargic  
Highly Excited

**Motor Skills:**

Unsteady  
Swaying  
Lack of Coordination  
Fidgety  
Stumbling

**Speech:**

Incoherent  
Slurred  
Exaggerated  
Talking Excessively

**Odor:**

Smell of Alcohol  
Smell of Marijuana  
Excessive Cologne  
Body Odor