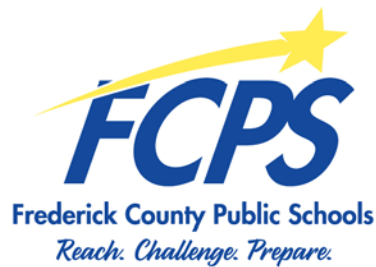


**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5212 phone  
301-644-5213 fax



Stephen P. Starmer, C.P.M., CSBA,  
Purchasing Manager  
Kim Miskell, Assistant Purchasing Manager  
**Billie Laughland, Purchasing Agent**  
Bill Meekins, CPPB, CSBO, CPCP,  
Purchasing Agent  
Shane Ryberg, Purchasing Agent

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BID NUMBER/BID NAME:	RFP 18T4, Occupational Physicals and Drug/Alcohol Testing Services
BID ISSUE DATE:	July 26, 2017
BID CONTRACT MANAGER:	Billie Laughland, Purchasing Agent, <a href="mailto:billie.laughland@fcps.org">billie.laughland@fcps.org</a>
BID CONTRACT ADMINISTRATOR:	Fred Punturiero, Director of Transportation, <a href="mailto:fred.punturiero@fcps.org">fred.punturiero@fcps.org</a>
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on August 7, 2017. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-BID DATE:	2:00 P.M., local time, August 3, 2017. (Attendance is encouraged, but not mandatory.)
PRE-BID LOCATION:	FCPS Main Lobby 191 South East Street Frederick, MD 21701  (Parking is available at Deck #5 on All Saints Street)
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: <a href="http://www.fcps.org/bidlist">www.fcps.org/bidlist</a> . If you have problems downloading this bid or applicable addenda, contact: Krista Long at <a href="mailto:krista.long@fcps.org">krista.long@fcps.org</a>
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
BID DUE:	2:00 P.M., local time, on August 17, 2017. Faxed or emailed bids are not acceptable.
SEALED BID DELIVERED TO:	Frederick County Public Schools Attn: Purchasing Department 191 South East Street Frederick, MD 21701 (Parking is available at Deck #5 on All Saints Street)  Bid proposal must be properly marked with vendor's business name, address, Bid Name and Number on the envelope or package.
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: September 13, 2017.
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at <a href="http://www.emarylandmarketplace.com">www.emarylandmarketplace.com</a> . FCPS will no longer accept bidder's applications.

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## Frederick County Public Schools, MD, School Year 2017-18 Calendar

### August 2017

28-31 Mon-Thu Teachers Report to Work: Training and Preparation

### September 2017

01 Fri Teachers Report to Work: Training and Preparation

04 Mon Labor Day: FCPS Closed

05 Tue First Day of School for Students

21 Thu Schools Closed: Fair Day. Rosh Hashanah.

### October 2017

06 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

20 Fri Schools Closed for Students: Teacher Professional Development Day

### November 2017

09 Thu End of Term 1

10 Fri Schools Closed for Students: Teacher Work Day

13 Mon Term 2 Begins

17 Fri Elementary Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; Middle and High Schools Are Full Day

20 Mon Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High School Is Full Day

21 Tue Elementary and Middle Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; High School Is Full Day

22 Wed Schools Closed: Thanksgiving Break

23-24 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

### December 2017

15 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

25-29 Mon-Fri Schools Closed: Winter Break

### January 2018

01 Mon Schools Closed: New Year's Day

15 Mon Schools Closed: Dr. Martin Luther King Jr. Day

26 Fri 2-Hour Early Dismissal for Students: Teacher Work Day, End of First Semester and Term 2

29 Mon Schools Closed for Students: Teacher Work Day

30 Tue Second Semester and Term 3 Begin

### February 2018

16 Fri 2-Hour Early Dismissal for Students: Teacher Work Session

19 Mon Schools Closed: Presidents' Day

### March 2018

02 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

30 Fri Schools Closed: Good Friday

### April 2018

02 Mon Schools Closed: Easter Monday

09 Mon End of Term 3

10 Tue Schools Closed for Students: Teacher Work Day

11 Wed Term 4 Begins

### May 2018

11 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

28 Mon Schools Closed: Memorial Day

### June 2018

15\* Fri 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session

18\* Mon Last Day of School for Teachers

\*Includes 5 days for snow or other emergency closings. If no snow days are used, the last day for students is June 8. If some but not all days are needed, the school year will be shortened by the number of unused days to provide 180 days for students. The 2-hour early dismissal will occur on the last day of school for students.

# DIRECTORY OF SCHOOLS

## ELEMENTARY

1. **Ballenger Creek\*** **240-236-2500**  
Ms. Kristen Canning, Principal  
5250 Kingsbrook Drive  
Frederick, MD 21703  
Fax 240-236-2501
2. **Brunswick ♦♦** **240-236-2900**  
Mr. Justin McConnaughey, Principal  
400 Central Avenue  
Brunswick, MD 21716  
Fax 240-236-2901
3. **Butterfly Ridge**  
Dr. Patricia Hosfelt, Principal  
Opening 2018-2019 School Year
4. **Carroll Manor ♦♦** **240-236-3800**  
Ms. Kimberly Huffer, Principal  
5624 Adamstown Road  
Adamstown, MD 21710  
Fax 240-236-3801
5. **Centerville** **240-566-0100**  
Ms. Tracy Hilliard, Principal  
3601 Carriage Hill Drive  
Frederick, MD 21704  
Fax 240-566-0101
6. **Deer Crossing ♦** **240-236-5900**  
Ms. Heather Michael, Principal  
10601 Finn Drive  
New Market, MD 21774  
Fax 240-236-5901
7. **Emmitsburg \*** **240-236-1750**  
Ms. Mary Ann Wiles, Principal  
300 South Seton Avenue  
Emmitsburg, MD 21727  
Fax 240-236-1751
8. **Glade ♦♦** **240-236-2100**  
Mr. Lorcán ÓhEithir, Principal  
9525 Glade Road  
Walkersville, MD 21793  
Fax 240-236-2101
9. **Green Valley** **240-236-3400**  
Ms. Leigh Warren, Principal  
11501 Fingerboard Road  
Monrovia, MD 21770  
Fax 240-236-3401
10. **Hillcrest \*\*** **240-236-3200**  
Ms. Kimberly Seiss, Co-Principal  
Mr. Karl Williams, Co-Principal  
1285 Hillcrest Drive  
Frederick, MD 21703  
Fax 240-236-3201
11. **Kemptown** **240-236-3500**  
Ms. Elizabeth Worch, Principal  
3456 Kemptown Church Road  
Monrovia, MD 21770  
Fax 240-236-3501
12. **Lewistown** **240-236-3750**  
Ms. Dana Austin, Principal  
11119 Hessong Bridge Road  
Thurmont, MD 21788  
Fax 240-236-3751
13. **Liberty** **240-236-1800**  
Mr. Todd Shaffer, Principal  
11820 Liberty Road  
Frederick, MD 21701  
Fax 240-236-1801
14. **Lincoln ♦♦♦** **240-236-2650**  
Ms. Kathryn Golightly, Principal  
200 Madison Street  
Frederick, MD 21701  
Fax 240-236-2651
15. **Middletown** **240-236-1100**  
Grades 3-5  
Mr. Randy Perrell, Principal  
201 East Green Street  
Middletown, MD 21769  
Fax 240-236-1150
16. **Middletown Primary ♦♦** **240-566-0200**  
Grades Pre-K-2  
Ms. Karen Hopson, Principal  
403 Franklin Street  
Middletown, MD 21769  
Fax 240-566-0201
17. **Monocacy \*\*** **240-236-1400**  
Mr. Troy Barnes, Principal  
7421 Hayward Road  
Frederick, MD 21702  
Fax 240-236-1401
18. **Myersville** **240-236-1900**  
Ms. Kathy Swire, Principal  
429 Main Street  
Myersville, MD 21773  
Fax 240-236-1901
19. **New Market \*** **240-236-1300**  
Mr. Jason Bowser, Principal  
93 West Main Street  
New Market, MD 21774  
Fax 240-236-1301

20. **New Midway-Woodsboro**  
Dr. Giuseppe Di Monte, Principal  
**A) New Midway** **240-236-1500**  
Grades 3-5  
12226 Woodsboro Pike  
Keymar, MD 21757  
Fax 240-236-1501  
**B) Woodsboro \*** **240-236-3700**  
Grades Pre-K-2  
101 Liberty Road  
Woodsboro, MD 21798  
Fax 240-236-3701
21. **North Frederick \*\*** **240-236-2000**  
Ms. DeVeda Coley, Principal  
1010 Fairview Avenue  
Frederick, MD 21701  
Fax 240-236-2001
22. **Oakdale ♦♦** **240-236-3300**  
Ms. Kimberly Clifford, Principal  
5830 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-3301
23. **Orchard Grove ♦♦** **240-236-2400**  
Ms. Shirley Olsen, Principal  
5898 Hannover Drive  
Frederick, MD 21703  
Fax 240-236-2401
24. **Parkway** **240-236-2600**  
Ms. Stephanie Brown, Principal  
300 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-2601
25. **Sabillasville** **240-236-6000**  
Ms. Kate Krietz, Principal  
16210-B Sabillasville Road  
Sabillasville, MD 21780  
Fax 240-236-6001
26. **Spring Ridge ♦♦** **240-236-1600**  
Ms. Pattie Barnes, Principal  
9051 Ridgefield Drive  
Frederick, MD 21701  
Fax 240-236-1601
27. **Thurmont** **240-236-0900**  
Grades 3-5  
Ms. Christina McKeever, Principal  
805 East Main Street  
Thurmont, MD 21788  
Fax 240-236-0901
28. **Thurmont Primary ♦♦** **240-236-2800**  
Grades Pre-K-2  
Ms. Karen Locke, Principal  
7989 Rocky Ridge Road  
Thurmont, MD 21788  
Fax 240-236-2801

29. **Tuscarora** **240-566-0000**  
Dr. Kimberly Mazaleski, Principal  
6321 Lambert Drive  
Frederick, MD 21703  
Fax 240-566-0001
30. **Twin Ridge ♦♦** **240-236-2300**  
Ms. Susan Gullo, Principal  
1106 Leafy Hollow Circle  
Mt. Airy, MD 21771  
Fax 240-236-2301
31. **Urbana ♦** **240-236-2200**  
Ms. Tess Blumenthal, Principal  
3554 Urbana Pike  
Frederick, MD 21704  
Fax 240-236-2201
32. **Valley \*** **240-236-3000**  
Ms. Tracy Poquette, Principal  
3519 Jefferson Pike  
Jefferson, MD 21755  
Fax 240-236-3001
33. **Walkersville** **240-236-1000**  
Mr. John Ewald, Principal  
83 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-1050
34. **Waverley ♦♦♦** **240-236-3900**  
Ms. Jan Hollenbeck, Principal  
201 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-3901
35. **Whittier ♦♦** **240-236-3100**  
Ms. Amy Schwiegerath, Principal  
2400 Whittier Drive  
Frederick, MD 21702  
Fax 240-236-3101
36. **Wolfsville \*** **240-236-2250**  
Ms. Megan Stein, Principal  
12520 Wolfsville Road  
Myersville, MD 21773  
Fax 240-236-2251
37. **Yellow Springs** **240-236-1700**  
Ms. Jana Strohmeier, Principal  
8717 Yellow Springs Road  
Frederick, MD 21702  
Fax 240-236-1701

## MIDDLE

38. **Ballenger Creek** **240-236-5700**  
Ms. Jeneen Stewart, Principal  
5525 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-5701
39. **Brunswick** **240-236-5400**  
Mr. Jay Schill, Principal  
301 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-5401

## HIGH

51. **Brunswick** **240-236-8600**  
Mr. Michael Dillman, Principal  
101 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-8601
52. **Catoctin** **240-236-8100**  
Mr. Bernard Quesada, Principal  
14745 Sabillasville Road  
Thurmont, MD 21788  
Fax 240-236-8101
53. **Frederick** **240-236-7000**  
Ms. Kathy Campagnoli, Principal  
650 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-7015
54. **Governor Thomas Johnson** **240-236-8200**  
Dr. Dan Lippy, Principal  
1501 North Market Street  
Frederick, MD 21701  
Fax 240-236-8201
55. **Linganore** **240-566-9700**  
Ms. Nancy Doll, Principal  
12013 Old Annapolis Road  
Frederick, MD 21701  
Fax 240-566-9701
56. **Middletown** **240-236-7400**  
Ms. Lee Jeffrey, Principal  
200 Schoolhouse Drive  
Middletown, MD 21769  
Fax 240-236-7450
57. **Oakdale** **240-566-9400**  
Ms. Donna Clabaugh, Principal  
5850 Eaglehead Drive  
Ijamsville, MD 21754  
Fax 240-566-9401
58. **Tuscarora** **240-236-6400**  
Mr. Andrew Kibler, Principal  
5312 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-6401
59. **Urbana** **240-236-7600**  
Mr. David Franceschina, Acting Principal  
1st Semester  
Mr. David Kehne, Principal  
2nd Semester  
3471 Campus Drive  
Ijamsville, MD 21754  
Fax 240-236-7601
60. **Walkersville** **240-236-7200**  
Ms. Tracey Franklin, Principal  
81 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-7250



## KEY

- \* Pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR Schools

FINDOUTFIRST EMAIL AND TEXTING: [WWW.FCPS.ORG/FOF](http://WWW.FCPS.ORG/FOF)

## Middle (continued)

40. **Crestwood** 240-566-9000  
TBD, Principal  
7100 Foxcroft Drive  
Frederick, MD 21703  
Fax 240-566-9001
41. **Governor Thomas Johnson** 240-236-4900  
Mr. Neal Case, Principal  
1799 Schifferstadt Boulevard  
Frederick, MD 21701  
Fax 240-236-4901
42. **Middletown** 240-236-4200  
Mr. Everett Warren, Principal  
100 Martha Mason Street  
Middletown, MD 21769  
Fax 240-236-4250
43. **Monacacy** 240-236-4700  
Dr. Stephanie Ware, Principal  
8009 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-4701
44. **New Market** 240-236-4600  
Ms. T.C. Suter, Principal  
125 West Main Street  
New Market, MD 21774  
Fax 240-236-4650
45. **Oakdale** 240-236-5500  
Ms. Mita Badshah, Principal  
5810 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-5501
46. **Thurmont** 240-236-5100  
Mr. Daniel Enck, Principal  
408 East Main Street  
Thurmont, MD 21788  
Fax 240-236-5101
47. **Urbana** 240-566-9200  
Mr. Peter Daddone, Principal  
3511 Pontius Court  
Ijamsville, MD 21754  
Fax 240-566-9201
48. **Walkersville** 240-236-4400  
Ms. Stacey Hiltner, Principal  
55 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-4401
49. **West Frederick** 240-236-4000  
Mr. Frank Vetter, Principal  
515 West Patrick Street  
Frederick, MD 21701  
Fax 240-236-4050
50. **Windsor Knolls** 240-236-5000  
Mr. Brian Vasquez, Principal  
11150 Windsor Road  
Ijamsville, MD 21754  
Fax 240-236-5001

## OTHER

61. **Career and Technology Center** 240-236-8500  
Mr. Michael Concepcion, Principal  
7922 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-8501
62. **Carroll Creek Montessori Public Charter School \*** 301-663-7970  
Ms. Marilyn Horan, Principal  
7215 Corporate Court  
Frederick, MD 21703  
Fax 301-663-6107
63. **Frederick Classical Charter School** 240-236-1200  
Ms. Erica Cummins, Principal  
8445 Spires Way, Suite CC  
Frederick, MD 21701  
Fax 240-236-1201
64. **Frederick County Virtual School (includes Flexible Evening High School)** 240-236-8450  
Dr. Stacey Adamiak, Principal  
c/o GTJMS  
1799 Schifferstadt Boulevard  
Room 116  
Frederick, MD 21701  
Fax 240-236-8451
65. **Heather Ridge** 240-236-8000  
Ms. Denise Flora, Principal  
1445 Taney Avenue  
Frederick, MD 21702  
Fax 240-236-8001
66. **Monacacy Valley Montessori Public Charter School \*** 301-668-5013  
Ms. Nancy Radkiewicz, Principal  
217 Dill Avenue  
Frederick, MD 21701  
Fax 301-668-5015
67. **Rock Creek School** 240-236-8700  
Ms. Mary Malone, Principal  
191 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-8701

**For other useful numbers,  
see next page**

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**GENERAL TERMS AND CONDITIONS**  
**SECTION I**

**1. BIDDER REGISTRATION**

- a. All Frederick County Public School (FCPS) vendors and or contractors interested in bidding on FCPS projects must register at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). FCPS will no longer accept bidder's applications.

**2. PRE-BID MEETING**

- a. A Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package.
- b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.
- c. The agenda for this Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.
- d. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting.
- e. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
  - [www.fcps.org](http://www.fcps.org)
  - Social Media: FCPS on Twitter and FCPS on Facebook
  - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
  - FCPS TV: Comcast Channel 18 (Frederick area)
  - Local radio and TV stations

**3. RECEIPT OF BIDS**

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
  - Bidder Name
  - Bid Number and Name



- Due Date and Time
- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
  - d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
  - e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

#### **4. OPENING OF BIDS**

- a. Sealed bids will be opened at the location, date, and time indicated on the solicitation cover sheet.
- b. All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.

#### **5. ADDENDA**

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
- b. Addenda will be available on the FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addenda will be issued a minimum of five days prior to the bid opening date, unless the addenda issued extends the due date.
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

#### **6. PREPARATION OF BID**

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.

- c. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- d. The following items must be included in submission:
  - i. Proposal pages completely and accurately filled out.
  - ii. Signature Acknowledgement Form completed and signed.
  - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
  - iv. Certificate of Compliance form completed and signed.
- e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: <https://certificate.dat.maryland.gov/Pages/default.aspx> .
- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

## **7. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS**

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted in Section II. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. FCPS retains the right to determine if items are equivalent and will be accepted.
- b. It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission.
- c. In the absence of any statement to the contrary by the bidder, the submission will be interpreted as being the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.
- d. Bidders must submit detailed literature if bidding an item other than the specified item. Detailed literature is defined as product features or specifications relating to construction and/or performance.
- e. The detailed literature is to be arranged and labeled according to item number.

- f. It is the bidders' responsibility to submit required literature, or links to webpages, with the bid submission. Failure to submit such data as required and/or at the time designated by the Purchasing Department shall be cause for rejection of that item.
- g. No substitutions or deviations will be permitted following the award of the contract unless "cause and effect" is presented in writing and approved by the Contract Manager. A statement of any credit or extra cost involved will be included with the request.
- h. FCPS shall not be responsible to provide personnel, testing facilities, or other resources necessary to search out substitutions and deviations in bid proposals which are unclear through the nebulous terms such as "comparable", or blanket statements of deviation such as "our standard design, construction, hardware, finishes, etc."
- i. The bidder will, upon request and with no cost to the FCPS, furnish documents, independent laboratory tests reports, and/or similar materials of proof to substantiate that the substitutions and deviations of the items they propose to furnish do not prevent these items from being truly and factually equal to, or exceeding, that which is specified.
- j. The cost of testing a representative sample of an order or shipment for acceptance and compliance with specifications shall be borne by FCPS. If the order or shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the awarded vendor.

## **8. SAMPLES**

- a. Samples may be requested for testing and evaluation purposes. Failure to submit samples as required at the time designated may be cause for rejection of that item.
- b. All samples must be delivered with all charges prepaid to the designated point of delivery. Samples must be marked as "SAMPLE" and include the name of the bidder, bid name and number, and return instructions, if applicable.
- c. The right is reserved to retain any sample submitted with bids for the purposes of examination and testing. FCPS reserves the right to use all samples in any manner which may best serve the final determination of the successful bidder, even if said examination and testing results in damage to or destruction of the sample.
- d. FCPS retains the right to determine the method of testing to be utilized.
- e. Samples that are not retained by FCPS must be removed within two weeks upon notification. Return shipping must be prepaid by the vendor. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion FCPS, and without compensation to the bidder.

## **9. BID PRICING**

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated in Section II. FCPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.

- c. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II.
- d. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II.
- e. Charges for express delivery will only be allowed if authorized by FCPS in writing.
- f. The bidder(s) are encouraged to bid only one product per line item that most nearly meets the specifications. If the bidder believes that there is more than one product available, a limit of two offers will be considered for each line item.
- g. If two or more particular brands, models, or makes are listed in the specifications (under Base and Alternate Bids) and the bidder has not indicated in the bid which of the two or more brands, models, etc., is being bid, it shall be understood that FCPS may require the bidder to furnish whichever is preferred by FCPS.
- h. All unit prices on items bid shall be completed on the provided proposal sheet(s). A "NO BID" or "N/A" notation should be completed for each item not being bid. Blank spaces in the proposal sheet will be considered as not being bid.
- i. In case of an error in the extension of prices in the bid, the unit price shall govern.
- j. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II.
- k. FCPS reserves the right to consider discounts in evaluating a bid with line item pricing requirements. The bidder should calculate all discounts, other than prompt payment, as part of their unit pricing.

## **10. TAXES**

- a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt.
- b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

## **11. GUARANTEES AND WARRANTIES**

- a. The awarded vendor(s) will guarantee the material and workmanship on all services, equipment, materials, supplies, and labor, furnished by them, for a minimum period of one year from the date of acceptance, unless a longer period of time is specified in Section II.
- b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded vendor(s), at their expense, shall correct the condition or they shall replace the part or entire unit of work/equipment to the complete satisfaction of FCPS. These repairs, replacements, or adjustments shall be made only at such times as will be designated by FCPS to minimize the disruption to building/school operations.
- c. Should the awarded vendor(s) fail to comply with the terms of this guarantee, FCPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).



## **12. BID OPENING**

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.
- c. The recommended award will be posted to the FCPS BoardDocs website a minimum of three days prior to the Board of Education meeting in which it will be presented.
- d. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, [www.fcps.org/bidlist](http://www.fcps.org/bidlist), after the Board of Education of Frederick County approval.

## **13. ERRORS IN BID SUBMISSIONS**

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

## **14. AWARDS OR REJECTION OF BIDS**

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. FCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality 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, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.

- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of FCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- j. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

## **15. CONTRACT FORMATION**

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II of this bid solicitation.
- d. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

## **16. PROTESTS**

- a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.

- i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
  - Name, address, contact information of the protestor;
  - Statement of reasons for the protest;
  - Supporting documentation to substantiate the claim;
  - The remedy sought.
- ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor's responsibility to ascertain the date and time of award.
- iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$25,000 or above.
- c. The Purchasing Manager shall issue a decision in writing.
- d. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.
- e. The Board of Education of Frederick County's decision is deemed the final action at the local level.
- f. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

## **17. CONTRACT ASSIGNMENT**

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.
- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.

- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

## **18. MULTI-YEAR CONTRACT**

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.
- b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

## **19. HOLD HARMLESS**

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Frederick County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

## **20. CONTRACT DISPUTES**

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence.
- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

## **21. TERMINATION FOR DEFAULT**

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:



- i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
  - ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:
  - iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
  - iv. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
  - c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

## **22. TERMINATION FOR CONVENIENCE**

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

## **23. GOVERNING LAW AND VENUE**

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Frederick County, Maryland.

## **24. MULTI-AGENCY PARTICIPATION**

- a. FCPS 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 is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to FCPS so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "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 awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

## **25. PACKAGING AND DELIVERY REQUIREMENTS**

- a. All materials must be securely packed in accordance with accepted trade practices.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Vendor Name, Item Description, Item Number, Quantity and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- c. All materials, supplies and equipment for FCPS shall be delivered F.O.B Destination. Unless otherwise noted in Section II, all items shall be delivered inside the office, school, or warehouse.
- d. Special delivery and handling instructions will be defined in Section II of each bid.
- e. All school deliveries shall be made during the hours of 9:00 A.M. and 2:00 P.M. local time and only on regular school days, see School Calendar Closings enclosed, except where modified in Section II.
- f. All warehouse deliveries shall be made during the hours of 9:00 A.M. to 2:30 P.M. on all regular scheduled school days, see School Calendar Closings enclosed, except where modified in Section II.
- g. Bulk materials, delivered to the Warehouse, are to be delivered on skids, or pallets, to the Warehouse receiving platform.
- h. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.
- i. The awarded vendor(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract as determined by FCPS.
- j. The vendor will be required to furnish proof of signed delivery in every instance. Delivery receipts indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

## **26. BILLING AND PAYMENT**

- a. Invoices shall be submitted to: [accounts.payable@FCPS.org](mailto:accounts.payable@FCPS.org) or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS  
Accounts Payable Department  
191 South East Street  
Frederick, MD 21701

- b. Invoices and packing slips must contain the following information:
- i. Bid Number
  - ii. Purchase Order Number
  - iii. Item Number (if applicable)
  - iv. Quantity (if applicable)
  - v. Brief Description of Item or Work Performed
  - vi. Unit Price Bid/Partial Payment Amount
  - vii. Extended Total for Each Item
  - viii. Grand Total
  - ix. Public School Construction Number (PSC) (if applicable)
- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

## **27. COMPLIANCE WITH SPECIFICATIONS**

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

## **28. LIQUIDATED DAMAGES**

- a. A date for delivery and/or installation/assembly shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.
- b. If the awarded vendor(s) fails to provide the services, equipment, or other items required within the

prescribed time limits, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.

- c. The awarded vendor(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.
- d. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded vendor(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by FCPS.
- f. The assessment of liquidated damages by FCPS against the awarded vendor(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

## **29. SAFETY REQUIREMENTS**

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor provided under the terms of this proposal, if applicable.
- f. The awarded vendor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.
- g. The awarded vendor(s) is responsible to report to FCPS any asbestos material or suspected material found or uncovered that is not part of the scope of the project. In addition, they may not introduce new asbestos or asbestos bearing materials into the site.
- h. It is the responsibility of the awarded vendor(s) to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.
- i. If the awarded vendor(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the vendor(s) will be held liable for such action.

## **30. LAWS AND REGULATIONS**

- a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining



to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.

- b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

### **31. PATENTS**

The vendor will defend all suits or claims for infringement of any patent rights and will save the Board of Education of Frederick County harmless from loss.

### **32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS**

All FCPS technology based instructional products (instructional software, online resources, and computer based equipment) must be consistent with the federal Rehabilitation Act, Maryland Subpart B Technical Standards, Section 508, for accessibility by students with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions.

### **33. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS**

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the vendor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-

307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.

- e. An awarded vendor will not assign employee who has been convicted of 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 this state.

#### **34. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE**

- a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- b. The Board of Education of Frederick County endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

#### **35. WEAPON POSSESSION ON SCHOOL PROPERTY**

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.
- c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

#### **36. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

- a. An awarded vendor(s) that assigns employees to an FCPS project that do not speak English must have an on-site, full time interpreter.
- b. Failure of an awarded vendor(s) to have an on-site, full time interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

#### **37. ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

#### **38. STUDENT/STAFF CONFIDENTIALITY**

Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of

understanding.

### **39. PUBLIC INFORMATION ACT NOTICE**

- a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Legal Services per FCPS Regulation 200-42.

### **40. FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

### **41. ETHICS POLICY**

- a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

### **42. NON-COLLUSION**

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

#### **43. CONFLICT OF INTEREST**

The bidder will advise FCPS in writing as soon as possible, but not later than the date of award of the contract, of any known relationships with a third party, or FCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

#### **44. EMARYLANDMARKETPLACE REGISTRATION**

Contractors are required to register with [www.eMarylandMarketplace.org](http://www.eMarylandMarketplace.org) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**SPECIFIC TERMS AND CONDITIONS**  
**SECTION II**

**1. SCOPE**

- a. FCPS is contracting for all labor, supervision, materials, and equipment, necessary to provide occupational physicals and drug/alcohol testing in accordance with the attached terms, specifications and general conditions.
- b. The majority of the procurement covers required examinations for school bus drivers and other commercial driver license holders under the Maryland Department of Transportation regulations, and reasonable-suspicion and random drug and alcohol testing.
- c. The extent of this procurement is being expanded to include examinations and tests on an as needed basis for medical surveillance programs for maintenance and operations employees; and for fitness-for-duty testing for support staff.
- d. The value of this contract is estimated at \$50,000 annually.

**2. CONTRACT PERIOD**

The contract shall be effective from the date of award through September 30, 2019, with one two-year renewal term effective October 1, 2019 through September 30, 2021, at the discretion of the Board of Education of Frederick County. A vendor submitting a bid automatically accepts the possible renewal as a condition of award and acknowledges that all terms and conditions remain unchanged.

**3. PRICING**

- a. All prices shall remain firm through the initial contract period.
- b. FCPS expects all vendors to provide year over year cost reductions recommendations.
- c. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- d. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.
- e. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to FCPS.

**4. CONTRACT TERMS**

- a. Bidders must have sufficient personnel and collection facilities to accommodate FCPS needs.
- b. The successful Contractor(s) shall maintain multiple facilities within Frederick County or no greater than 25-30 mile radius of the FCPS Central Office, 191 South East Street, Frederick, MD 21701.



- c. Sub-contractors, if utilized, must be declared in the Technical Proposal, along with what portion of work they will do. Also, the vendor who submits the overall proposal, is responsible at all times for the sub-contractor's performance. Regarding insurance requirements for the bidder and subcontractor(s), specifically reference #9 below.
- d. The ordering of services under this contract is contingent upon funding availability. No guarantee of purchase of any specific yearly quantity or dollar amount is made.
- e. FCPS retains the right to contract for additional services as may be required and mutually agreed upon between FCPS and the Contractor.
- f. Bid bonds and performance and payment bonds are not required; however a Certificate of Liability or Professional Liability Insurance is required and shall remain current during the entire contract.
- g. The successful Contractor(s) shall ensure the complete confidentiality of any and all information provided by FCPS and gathered and developed by the Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the Purchasing Manager.

## **5. BIDS FOR ALL OR PART**

Bids will be accepted for each type of service, physicals/tests or drug/alcohol testing, as well as in the aggregate for both. A bidder may restrict their bid to be considered in the aggregate by so stating, but must submit a unit price on each item bid. Failure to provide unit prices may result in the bid being considered non-responsive.

## **6. PREPARATION OF PROPOSAL**

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Cost proposals will be submitted in separate envelopes.
- c. Technical Proposal:
  - i. Submit one original and two additional copies of the Technical Proposal in a sealed envelope, properly labeled on the outside with the bidder's name and "TECHNICAL PROPOSAL".
  - ii. The Technical Proposal will include the following forms completed:
    - Signature Page
    - Statutory Affidavit and Non-Collusion Certification
    - Certification of Compliance
    - Technical Proposal
    - Supporting documents
- d. Cost Proposal:
  - i. Submit one original Cost Proposal in a sealed envelope, properly labeled on the outside with the bidder's name and "COST PROPOSAL".
  - ii. The Cost Proposal will include the following form(s) completed:
    - Form of Proposal (either Base Bid or Alternate Bid or both) – Pricing

iii. No separate costs for travel, mileage, overhead or miscellaneous are acceptable.

## **7. EVALUATION CRITERIA AND AWARD**

- a. A committee of FCPS staff will independently review and evaluate each technical proposal.
- b. The process for determining which vendor(s) to approve may take the form of either a questionnaire, interview, and/or site visit, and includes appraisals of various aspects of the supplier's business including capacity, financials, quality assurance, organizational structure and processes and performance.
- c. 55 points will be assigned for the technical proposal and will be assigned as follows:
  - 5 Business Structure
  - 20 Collection Facilities
  - 5 Ability to Perform On-Site Random Drug Tests and/or Physicals on FCPS premises at 7446 Hayward Rd., Frederick, MD.
  - 10 Number of Certified Medical Examiners
  - 5 Business License, Insurance and Legal Issues
  - 9 References
  - 1 Completeness of Submission
- d. Based on the information obtained via the evaluation, a supplier is scored and is either approved or not approved as one from whom to procure materials or services. There may be an approved supplier list to which a qualified supplier is then added.
- e. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.
- f. If not approved, the supplier will not be considered further in price evaluations.
- g. If approved, cost proposals will be evaluated on a weighted basis. 50 total points will be awarded with the maximum points given for the lowest overall calculated costs.
- h. Final ranking will be made on the basis of the criteria and rubric listed above.
- i. Award to one aggregate vendor or two vendors will be made based on whichever option is considered in the best interest of FCPS.
- j. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned.

## **8. AWARDED VENDOR(S) PERFORMANCE EVALUATION**

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
  - i. Delivery
  - ii. Response time
  - iii. Backorders
  - iv. Quality of deliverables

- v. Invoicing
- vi. Sales data (Contract data, non-contract data)
- vii. Financial

- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

## 9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

### a. Worker's Compensation

The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the vendor's Worker's Compensation Insurance.

### b. Employers' Liability Insurance

The vendor will procure and maintain, during the life of the contract, Employers' Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00 each employee

The vendor will require any subcontractor to procure and maintain Employer's Liability Insurance during the life of the contract. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify, and hold harmless, the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

### c. Commercial General Liability Insurance

The vendor will procure and maintain, during the life of the contract, Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000

Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy.

Completed operations liability coverage shall be in force for one year after completion of work.

d. Scope of Insurance and Special Hazards

The insurance required in C. and E. will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by them and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in C. above. Insurance coverage required under C. above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above "X, C, U" coverage.

e. Comprehensive Automobile Liability

The vendor shall maintain Comprehensive Automobile Liability Insurance including all automotive equipment owned, non-owned and hired, operated, rented, or leased. Minimum limits of Automobile Liability Insurance shall be:

Bodily Injury	\$1,000,000 per person/\$1,000,000 accident
Property Damage	\$1,000,000 each occurrence, or
Combined Single Limit Bodily Injury and Property Damage Liability	\$1,000,000

f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to insure that all subcontractors comply with this provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after thirty days written notice has been received by FCPS."

i. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Government, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-

contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

## **10. CONTRACT ADMINISTRATION PROCEDURES**

### **a. Contractor Responsibilities**

- 1) In addition to being licensed to practice medicine in Maryland, FCPS is required by the Federal Motor Carrier Safety Administration (FMCSA) to only use certified medical examiners (MEs) for performing physical examinations for interstate commercial motor vehicle (CMV) drivers, including school bus drivers. This requires the examiner to be trained and certified in FMCSA physical qualification standards. Medical examiners that have completed the training and successfully passed the test are included in an online directory on the National Registry website. FCPS will verify that you are registered accordingly. See this website for certification requirements. [www.fmcsa.dot.gov/about/news/news-releases/2012/National-Registry.aspx](http://www.fmcsa.dot.gov/about/news/news-releases/2012/National-Registry.aspx)
- 2) Accept the copy of the purchase order forwarded to your office as an "Open Purchase Order," that will be drawn against as the Transportation Department receives billing from you.
- 3) Accept appointments within 14 days of contact by the individual seeking an examination.
- 4) Confirm that the driver has an authorization letter from FCPS prior to the examination.
- 5) Confirm the identity of the person receiving the examination via Driver's License.
- 6) If a patient chooses to have additional tests performed that are beyond those required by FCPS, the cost and billing of the additional tests must be between the physician and the patient. FCPS will not assume liability for unauthorized testing.
- 7) Perform a thorough and objective physical examination in accordance with the requirements of the State of Maryland, Department of Transportation Motor Vehicle Administration and the U.S. Department of Transportation.
- 8) In order for an examinee to be found qualified, the examinee must meet all requirements, as stated on the back of the Medical Examination Report for Commercial Driver Fitness Determination form (example enclosed), without limitations or without exceeding certain requirements.
- 9) Complete the Medical Examination Report form and the Medical Examiner's Certificate if the driver is found qualified, and within 24 hours of the exam mail or fax a copy of the medical examiner's certificate to: FCPS, Transportation Department, Attention: Jennifer Morita, 7446 Hayward Road, Frederick, Maryland 21702, Fax 301-644-5382.
  - a.) IF THE DRIVER IS FOUND DISQUALIFIED, the physician's office must fax a copy of the Medical Examination Report (a.k.a. "long form") within 24 hours to the FCPS Transportation Office (301) 644-5366 immediately.
  - b.) IF THE DRIVER IS FOUND QUALIFIED:
    - The completed "Medical Examination Report" is to remain in the medical examiner's files.
    - Mail or fax a copy of the "Medical Examiner's Certificate" to the Transportation Department of FCPS.
    - Give the original cardstock copy of the Medical Examiner's Certificate to the driver at the conclusion of the exam.

- The expiration date on the Medical Examiner's Certificate may not exceed one year from the exam date.
  - The examining physician's signature must appear in two places: 1) following the physician's finding on the Medical Examination Report, and 2) on the Medical Examiner's Certificate.
  - The physician's name and address must be printed legibly, preferably typed or stamped on the examination forms.
- 10) Occasionally, a physician will issue a three month DOT card (as opposed to 1-year, for example, if a driver's blood pressure reading exceeds the limit and he is given three months to go to his primary physician to get the BP under control). Just prior to the end of the three month period, the driver may return to the physician for a BP re-check. If it does not exceed limit, the physician will either give a one-year DOT card from the date of the re-check or the original exam date.
- Unless a full examination is required at follow-up, charges for a follow-up visit are to be included in the original fee and may not be rebilled. If a follow up cost will be charged in all cases, these additional charges must be declared on the proposal form under Section IV. I. OTHER. Otherwise, they will be approved on an exception basis are not guaranteed.
- 11) Utilize special forms entitled 'Medical Examination Report' and 'Medical Examiner's Certificate'. The drivers will no longer bring these documents with them. The successful Contractor will be required to obtain copies from the Federal Motor Carrier Administration's website:
- Medical Examination Report - FOR COMMERCIAL DRIVER FITNESS DETERMINATION  
649-F (6045)  
<http://www.fmcsa.dot.gov/documents/safetyprograms/medical-report.pdf>
  - Medical Examiner's Certificate  
<http://www.fmcsa.dot.gov/documents/safetyprograms/Medical-Examiners-Certificate.pdf>  
Additional purchase orders will be issued by other divisions, as needed.
- 12) Rather than bill FCPS individually for each physical performed, a monthly statement should be issued, detailing the names of the patients and dates of the exam. Each monthly statement should be on a separate invoice and not continuous (including information such as the balance due from a previous month). Payment will be made monthly. This monthly statement should be forwarded to:
- Accounts Payable Office  
Email is acceptable at: [accounts.payable@fcps.org](mailto:accounts.payable@fcps.org)  
Frederick County Public Schools  
191 South East Street  
Frederick, MD 21701
- 13) Ensure that no insurance forms of any kind are submitted for the standard bus driver examination fee, with no co-pay being allowed or collected. The Board of Education is 100% liable for payment of these examinations and at no time will the patient be held accountable for these charges. If unauthorized services are provided beyond the physical examination, the physician should bill the patient separately for these charges.
- 14) Contractor shall provide a regular account manager who is available to meet with FCPS as requested for reporting, account issues, and other matters that may be pertinent.
- 15) All pre-employment names shall be added to the random selection pool for CDL drivers the month before the next pull.

b. FCPS RESPONSIBILITIES

- 1) FCPS shall furnish each employee with an authorization form to bring to the physical examination.
- 2) FCPS shall provide all assistance deemed reasonable and necessary to help address the obligations specified herein as it relates to current FCPS operations, documentation, required information and assistance.
- 3) The Contractor shall provide and maintain an inspection system acceptable to the FCPS covering the supplies/services under this solicitation/contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the FCPS during contract performance and for as long afterwards as the contract requires.
- 4) FCPS has the right to inspect and test all materials/services in accordance with the solicitation/contract, to the extent practicable at all times and places during the term of the contract. The FCPS shall perform inspections and tests in a manner that will not unduly delay the work.
- 5) If FCPS performs inspections or tests on the premises of the Contractor or a Subcontractor, the Contractor shall furnish, and shall require Subcontractor to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- 6) If any of the materials/services do not conform to solicitation/contract requirements, FCPS may require the Contractor to perform the services again in conformity with contract requirements, FCPS may:
  - Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - Reduce the contract price to reflect the reduced value of the services performed.
- 7) If the Contractor fails to cure any defect or ensure future performance in conformity with contract requirements, FCPS may, by contract or otherwise, acquire the supplies/services and charge to the Contractor any cost incurred by the FCPS that is directly related to the acquisition of such material/service, and/or terminate the contract for default.

**11. GENERAL CONSIDERATIONS FOR PHYSICALS AND TESTING SERVICES**

A. Occupational Physicals for Drivers

- a. Occupational physicals are required on an annual basis by the Transportation Department and are regulated by Federal Law. The majority of Department of Transportation (DOT) physicals will occur each summer prior to the new school year commencing. Commercial Driver's License (CDL) holders and school bus drivers are required to have an annual DOT physical examination (see attached exhibits).
- b. The scheduling time for veteran drivers for DOT physicals will be the time period of July 1<sup>st</sup> - August 5<sup>th</sup> of the applicable year. The physicals will be by appointment or walk-in through the selected vendor.
- c. New drivers and certain maintenance and operations staff are to complete and pass the physical prior to being employed.
- d. FCPS currently has approximately 550 bus drivers and other personnel with Class B Commercial or Class C driver's licenses who require yearly examinations. In addition, at least ten prospective drivers apply each month and require pre-employment examinations.



B. Drug and Alcohol Testing for Drivers

Drug and alcohol testing is required for varying employment concerns in the area of transportation and is regulated by Federal Law. The Transportation Division would use the Contractor for all commercial vehicle operators requiring drug and alcohol testing for pre-employment, post-accident testing, reasonable suspicion, and required Random Drug Testing.

C. Maintenance and Operations Division

- a. Maintenance and Operations pre-employment applicants may require physicals and medical exams to determine if they meet employment requirements.
- b. Certain Maintenance and Operations staff shall require physicals and medical exams to determine if they are capable of wearing a respirator (OSHA Respiratory Protection Program).
- c. A pulmonary function test may be included in the examination. A chest x-ray may be requested at the physician's discretion.
- d. Pesticide physicals and blood lead physicals may be a requirement in the near future but further.
- e. State guidelines are necessary.

D. Human Resources Division

Human Resources Department may use the Contractor services for sending employees suspected of drug and alcohol abuse, return to work physicals, or second opinions. A random testing program for those employees who have been previously disciplined as a result of a violation would also be required. Results, particularly for drug and alcohol suspected abuse, must be reported in a time sensitive fashion. E-mail delivery or fax is acceptable. Additionally tests for school based teachers for audiograms or victim rescue (dummy drag) tests may be required at some point during the contract.

## **12. SPECIFICATIONS FOR SUBSTANCE TESTING SERVICES**

A. Collection Facility

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

- 1) The successful bidder must be a collection facility as defined in 49CR Part 40, U.S. Department of Health and Human Services Administration.
- 2) The successful bidder must meet current U.S. Department of Transportation (D.O.T.) Federal Highway regulation 49CFR Part 382, and the Substance Abuse and Mental Health Services Administration requirements.
- 3) Collection facility personnel must have thorough knowledge in collecting urine and blood samples to insure samples remain unadulterated. Collection facility must have trained Breath Alcohol Technician(s) (BAT) able to administer Evidentiary Breath Tests (EBT).

B. Collection Services

- 1) 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. Blood samples will be required for EBT results .02 or greater for post-accident, random and reasonable cause tests, if required by D.O.T.
- 2) In all instances in which drug testing is required, commercial vehicle operators will be required to provide urine samples. The sample 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.
- 3) Employees will not be directly observed while providing urine samples, but laboratory personnel will take appropriate steps to assure that the sample remains unadulterated. If the

technician determines that a first sample was adulterated, the technician will request that the employee submit a second sample and appropriate steps, including direct observation, may be taken to assure that a proper sample has been submitted.

- 4) Mobile collection units must deliver the appropriate specimen to a location designated and authorized by the testing laboratory.
- 5) Upon notification by FCPS, the collection facility will dispatch trained medical technicians 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 medical technicians are dispatched to hospitals or other sites, other than normal collection sites, to arrive within two hours of initial notification. This applies to on-call collection services only.
- 6) Should remain open convenient hours Monday through Friday from early morning to early evening. Saturday hours are not required. Stationary collection facilities must be available to provide service on a walk-in basis. Mobile collection, if requested, will be required within two weeks of notification.
- 7) In the event of a post-accident situation that occurs after collections site hours of operation, the collection facility must be able to provide an alternate collection site as needed.
- 8) Proper completion and forwarding of all required documentation, including the "Chain of Custody" form, are the responsibility of the collection facility, and/or medical review officer, as applicable.

C. Alcohol/Drug Testing Laboratory

The alcohol/drug-testing laboratory (LAB) must have the following qualifications:

- 1) Must be licensed in the state of Maryland. To avoid any conflict of interest, the LAB must not be affiliated with the Medical Review Officer (MRO).
- 2) All policies and procedures of the LAB must meet N.I.D.A. and D.O.T. standards. Each LAB must have at least three years N.I.D.A. approved alcohol/drug testing experience.
- 3) In the event that the alcohol/drug-testing program is legally challenged, the LAB must provide a complete litigation package and expert witness testimony.

D. Laboratory Services

- 1) 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:
- 2) Testing of urine samples to determine the presence of marijuana, cocaine, opiates, phencyclidine, amphetamines and testing of blood to determine the presence of alcohol. The presence of these drugs at or above the levels indicated below shall be deemed conclusive proof of a violation. It should be understood that amendments may be made by the Department of Health and Human Services Administration to change the drugs tested and/or quantities.

<u>Drug</u>	<u>Quantity: Screen/Confirmation (Ng/ml)</u>
1. Amphetamines	1000/500
2. Marijuana	50/15
3. Cocaine	300/150
4. Opiates	300/300
5. Phencyclidine	25/25

- 3) Delivery of reports and documents for all results both positive and negative shall occur in a timely manner as possible and in accordance with D.O.T. and S.M.H.S.A. guidelines.

- 4) Maintain all specimens that yield a positive result for not less than one year.
- 5) 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 D.O.T. must be followed.
- 6) Provide service 24 hours per day, Mondays through Saturdays.

E. Medical Review Officer

The MRO must possess the following qualifications:

- 1) Licensed physician in the state of Maryland with at least three years of alcohol/drug testing review experience.
- 2) Meet United States D.O.T., United States Department of Health and Human Services and Substance Abuse and Mental Health services Administration requirements, policies and procedures.
- 3) Must be able to review and interpret confirmed positive test results.
- 4) 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.
- 5) After receiving results from the alcohol/drug testing laboratory, the MRO must be able to have test results reviewed, evaluated and communicated to FCPS in as timely a manner as possible and in accordance with D.O.T and S.M.H.S.A. guidelines.
- 6) In order to avoid any conflict of interest, the MRO must not be affiliated with the laboratory which conducts the alcohol/drug testing.
- 7) To avoid conflicts of interest, the Medical Review Officer (MRO) can not be an employee of the Laboratory.

F. MRO Services

- 1) The MRO must contact all individuals who test positive to determine whether any legitimate medical explanation exists for the positive test results.
- 2) If a legitimate medical explanation exists, such as valid prescription or over-the-counter drug use, and the MRO determines, based on the type of 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.
- 3) 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 in not fit for duty, then the MRO will report the result as positive to the Senior Manager in the Human Services Department, Gina Keefer, (301) 644-5084.
- 4) Except for the discussion with the individual above, the MRO will not discuss test results with other than authorized FCPS representatives.
- 5) The MRO will provide the appropriate number of Blind Proficiency Services.

# MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined \_\_\_\_\_ in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person is qualified; and, if applicable, only when:

- |  |  |
|--|--|
| <input type="checkbox"/> wearing corrective lenses               | <input type="checkbox"/> driving within an exempt intracity zone (49 CFR 391.62)         |
| <input type="checkbox"/> wearing hearing aid                     | <input type="checkbox"/> accompanied by a Skill Performance Evaluation Certificate (SPE) |
| <input type="checkbox"/> accompanied by a _____ waiver/exemption | <input type="checkbox"/> qualified by operation of (49 CFR 391.64)                       |

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

SIGNATURE OF MEDICAL EXAMINER		TELEPHONE	DATE
MEDICAL EXAMINER'S NAME (PRINT)		<input type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> Chiropractor <input type="checkbox"/> Physician Assistant <input type="checkbox"/> Advanced Practice Nurse	
MEDICAL EXAMINER'S LICENSE OR CERTIFICATE NO./ISSUING STATE		MEDICAL CERTIFICATE EXPIRATION DATE	
SIGNATURE OF DRIVER			
ADDRESS OF DRIVER			
DRIVER'S LICENSE NO.		36 STATE	

# Medical Examination Report

## FOR COMMERCIAL DRIVER FITNESS DETERMINATION

**1. DRIVER'S INFORMATION**

Driver completes this section.

Driver's Name (Last, First, Middle)		Social Security No.	Birthdate M / D / Y	Age	Sex <input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> New Certification <input type="checkbox"/> Recertification <input type="checkbox"/> Follow Up	Date of Exam
Address	City, State, Zip Code	Work Tel: (     )  Home Tel: (     )		Driver License No.		License Class <input type="checkbox"/> A <input type="checkbox"/> C <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> Other	State of Issue

**2. HEALTH HISTORY**

Driver completes this section, but medical examiner is encouraged to discuss with driver.

Yes No	Yes No	Yes No
<input type="checkbox"/> <input type="checkbox"/> Any illness or injury in last 5 years? <input type="checkbox"/> <input type="checkbox"/> Head/Brain injuries, disorders or illnesses <input type="checkbox"/> <input type="checkbox"/> Seizures, epilepsy <input type="checkbox"/> medication _____ <input type="checkbox"/> <input type="checkbox"/> Eye disorders or impaired vision (except corrective lenses) <input type="checkbox"/> <input type="checkbox"/> Ear disorders, loss of hearing or balance <input type="checkbox"/> <input type="checkbox"/> Heart disease or heart attack, other cardiovascular condition <input type="checkbox"/> medication _____ <input type="checkbox"/> <input type="checkbox"/> Heart surgery (valve replacement/bypass, angioplasty, pacemaker) <input type="checkbox"/> <input type="checkbox"/> High blood pressure <input type="checkbox"/> medication _____ <input type="checkbox"/> <input type="checkbox"/> Muscular disease <input type="checkbox"/> <input type="checkbox"/> Shortness of breath	<input type="checkbox"/> <input type="checkbox"/> Lung disease, emphysema, asthma, chronic bronchitis <input type="checkbox"/> <input type="checkbox"/> Kidney disease, dialysis <input type="checkbox"/> <input type="checkbox"/> Liver disease <input type="checkbox"/> <input type="checkbox"/> Digestive problems <input type="checkbox"/> <input type="checkbox"/> Diabetes or elevated blood sugar controlled by: <input type="checkbox"/> diet <input type="checkbox"/> pills <input type="checkbox"/> insulin <input type="checkbox"/> <input type="checkbox"/> Nervous or psychiatric disorders, e.g. severe depression <input type="checkbox"/> medication _____ <input type="checkbox"/> <input type="checkbox"/> Loss of, or altered consciousness	<input type="checkbox"/> <input type="checkbox"/> Fainting, dizziness <input type="checkbox"/> <input type="checkbox"/> Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring <input type="checkbox"/> <input type="checkbox"/> Stroke or paralysis <input type="checkbox"/> <input type="checkbox"/> Missing or impaired hand, arm, foot, leg, finger, toe <input type="checkbox"/> <input type="checkbox"/> Spinal injury or disease <input type="checkbox"/> <input type="checkbox"/> Chronic low back pain <input type="checkbox"/> <input type="checkbox"/> Regular, frequent alcohol use <input type="checkbox"/> <input type="checkbox"/> Narcotic or habit forming drug use

For any YES answer, indicate onset date, diagnosis, treating physician's name and address, and any current limitation. List all medications (including over-the-counter medications) used regularly or recently.

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I certify that the above information is complete and true. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certificate.

\_\_\_\_\_  
Driver's Signature

\_\_\_\_\_  
Date

**Medical Examiner's Comments on Health History** (The medical examiner must review and discuss with the driver any "yes" answers and potential hazards of medications, including over-the-counter medications, while driving.)

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# TESTING (Medical Examiner completes Section 3 through 7) Name: Last, First, Middle,

## 3. VISION Standard: At least 20/40 acuity (Snellen) in each eye with or without correction. At least 70° peripheral in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

**INSTRUCTIONS:** When other than the Snellen chart is used, give test results in Snellen-comparable values. In recording distance vision, use 20 feet as normal. Report visual acuity as a ratio with 20 as numerator and the smallest type read at 20 feet as denominator. If the applicant wears corrective lenses, these should be worn while visual acuity is being tested. If the driver habitually wears contact lenses, or intends to do so while driving, sufficient evidence of good tolerance and adaptation to their use must be obvious. Monocular drivers are not qualified.

Numerical readings must be provided.

ACUITY	UNCORRECTED	CORRECTED	HORIZONTAL FIELD OF VISION
Right Eye	20/	20/	Right Eye °
Left Eye	20/	20/	Left Eye °
Both Eyes	20/	20/	°

Applicant can recognize and distinguish among traffic control signals and devices showing standard red, green and amber colors? ☐ Yes ☐ No

Applicant meets visual acuity requirement only when wearing: ☐ Corrective Lenses

Monocular Vision: ☐ Yes ☐ No

Complete next line only if vision testing is done by an ophthalmologist or optometrist

Date of Examination Name of Ophthalmologist or Optometrist (print) Tel. No. License No./State of Issue Signature

## 4. HEARING Standard: a) Must first perceive forced whispered voice ≥ 5 ft., with or without hearing aid, or b) average hearing loss in better ear ≤ 40 dB ☐ Check if hearing aid used for tests. ☐ Check if hearing aid required to meet standard.

**INSTRUCTIONS:** To convert audiometric test results from ISO to ANSI, -14 dB from ISO for 500 Hz, -10 dB for 1,000 Hz, -8.5 dB for 2,000 Hz. To average, add the readings for 3 frequencies tested and divide by 3.

Numerical readings must be recorded.

a) Record distance from individual at which forced whispered voice can first be heard.	Right Ear Feet	Left Ear Feet
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b) If audiometer is used, record hearing loss in decibels. (acc. to ANSI Z24.5-1951)	Right Ear			Left Ear		
	500 Hz	1000Hz	2000Hz	500 Hz	1000Hz	2000Hz
	Average:			Average:		

## 5. BLOOD PRESSURE / PULSE RATE Numerical readings must be recorded. Medical Examiner should take at least two readings to confirm BP.

Blood Pressure	Systolic	Diastolic
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Driver qualified if < 140/90.

Pulse Rate	<input type="checkbox"/> Regular <input type="checkbox"/> Irregular
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Record Pulse Rate:

### GUIDELINES FOR BLOOD PRESSURE EVALUATION

Reading	Category	Expiration Date	Recertification
140-159/90-99	Stage 1	1 year	1 year if < 140/90. One-time certification for 3 mos. if 140-159/90-99.
160-179/100-109	Stage 2	One-time certificate for 3 mo.	1 yr. from date of certification exam if <140/90.
≥ 180/110	Stage 3	Disqualified	6 mos. from date of certification exam if <140/90; then every 6 mos. if <140/90.

## 6. LABORATORY AND OTHER TEST FINDINGS Numerical readings must be recorded.

URINE SPECIMEN	SP. GR.	PROTEIN	BLOOD	SUGAR
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Urinalysis is required. Protein, blood or sugar in the urine may be an indication for further testing to rule out any underlying medical problem.

Other Testing (Describe and record)

**7. PHYSICAL EXAMINATION**

Height: \_\_\_\_\_ (in.)

Weight: \_\_\_\_\_ (lbs.)

Name: Last,

First,

Middle,

The presence of a certain condition may not necessarily disqualify a driver, particularly if the condition is controlled adequately, is not likely to worsen or is readily amenable to treatment. Even if a condition does not disqualify a driver, the medical examiner may consider deferring the driver temporarily. Also, the driver should be advised to take the necessary steps to correct the condition as soon as possible particularly if the condition, if neglected, could result in more serious illness that might affect driving.

Check YES if there are any abnormalities. Check NO if the body system is normal. Discuss any YES answers in detail in the space below, and indicate whether it would affect the driver's ability to operate a commercial motor vehicle safely. Enter applicable item number before each comment. If organic disease is present, note that it has been compensated for.

See *Instructions to the Medical Examiner* for guidance.

BODY SYSTEM	CHECK FOR:	YES*	NO	BODY SYSTEM	CHECK FOR:	YES*	NO
1. General Appearance	Marked overweight, tremor, signs of alcoholism, problem drinking, or drug abuse.			7. Abdomen and Viscera	Enlarged liver, enlarged spleen, masses, bruits, hernia, significant abdominal wall muscle weakness.		
2. Eyes	Pupillary equality, reaction to light, accommodation, ocular motility, ocular muscle imbalance, extraocular movement, nystagmus, exophthalmos. Ask about retinopathy, cataracts, aphakia, glaucoma, macular degeneration and refer to a specialist if appropriate.			8. Vascular System	Abnormal pulse and amplitude, carotid or arterial bruits, varicose veins.		
3. Ears	Scarring of tympanic membrane, occlusion of external canal, perforated eardrums.			9. Genito-urinary System	Hernias.		
4. Mouth and Throat	Irremediable deformities likely to interfere with breathing or swallowing.			10. Extremities - Limb impaired. Driver may be subject to SPE certificate if otherwise qualified.	Loss or impairment of leg, foot, toe, arm, hand or finger. Perceptible limp, deformities, atrophy, weakness, paralysis, clubbing, edema, hypotonia. Insufficient grasp and prehension in upper limb to maintain steering wheel grip. Insufficient mobility and strength in lower limb to operate pedals properly.		
5. Heart	Murmurs, extra sounds, enlarged heart, pacemaker, implantable defibrillator.			11. Spine, other musculoskeletal	Previous surgery, deformities, limitation of motion, tenderness.		
6. Lungs and chest, including breast examination	Abnormal chest wall expansion, abnormal respiratory rate, abnormal breath sounds including wheezes or alveolar rales, impaired respiratory function, cyanosis. Abnormal findings on physical exam may require further testing such as pulmonary tests and/or x-ray of chest.			12. Neurological	Impaired equilibrium, coordination or speech pattern; paresthesia, asymmetric deep tendon reflexes, sensory or positional abnormalities, abnormal patellar and Babinski's reflexes, ataxia.		

\*COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note certification status here.** See *Instructions to the Medical Examiner* for guidance.

☐ Meets standards in 49 CFR 391.41; qualifies for 2 year certificate

☐ Does not meet standards

☐ Meets standards, but periodic evaluation required

Due to \_\_\_\_\_ driver qualified only for:

☐ 3 months

☐ 1 year

☐ 6 months

☐ Other

☐ Temporarily disqualified due to (condition or medication): \_\_\_\_\_

Return to medical examiner's office for follow up on \_\_\_\_\_

☐ Wearing corrective lenses

☐ Wearing hearing aid

☐ Accompanied by a \_\_\_\_\_ waiver/exemption. Driver must present exemption at time of certification.

☐ Skill Performance Evaluation (SPE) Certificate

☐ Driving within an exempt intracity zone (See 49 CFR 391.62)

☐ Qualified by operation of 49 CFR 391.64

Medical Examiner's Signature \_\_\_\_\_

Medical Examiner's Name (print) \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

**If meets standards, complete a Medical Examiner's Certificate according to 49 CFR 391.43(h).** (Driver must carry certificate when operating a commercial vehicle.)



## 49 CFR 391.41 Physical Qualifications for Drivers

### THE DRIVER'S ROLE

Responsibilities, work schedules, physical and emotional demands, and lifestyles among commercial drivers vary by the type of driving that they do. Some of the main types of drivers include the following: turn around or short relay (drivers return to their home base each evening); long relay (drivers drive 9-11 hours and then have at least a 10-hour off-duty period), straight through haul (cross country drivers); and team drivers (drivers share the driving by alternating their 5-hour driving periods and 5-hour rest periods).

The following factors may be involved in a driver's performance of duties: abrupt schedule changes and rotating work schedules, which may result in irregular sleep patterns and a driver beginning a trip in a fatigued condition; long hours; extended time away from family and friends, which may result in lack of social support; tight pickup and delivery schedules, with irregularity in work, rest, and eating patterns, adverse road, weather and traffic conditions, which may cause delays and lead to hurriedly loading or unloading cargo in order to compensate for the lost time; and environmental conditions such as excessive vibration, noise, and extremes in temperature. Transporting passengers or hazardous materials may add to the demands on the commercial driver.

There may be duties in addition to the driving task for which a driver is responsible and needs to be fit. Some of these responsibilities are: coupling and uncoupling trailer(s) from the tractor, loading and unloading trailer(s) (sometimes a driver may lift a heavy load or unload as much as 50,000 lbs. of freight after sitting for a long period of time without any stretching period); inspecting the operating condition of tractor and trailer(s) before, during, and after delivery of cargo; lifting, installing, and removing heavy tire chains; and, lifting heavy tarpaulins to cover open top trailers. The above tasks demand agility, the ability to bend and stoop, the ability to maintain a crouching position to inspect the underside of the vehicle, frequent entering and exiting of the cab, and the ability to climb ladders on the tractor and/or trailer(s).

In addition, a driver must have the perceptual skills to monitor a sometimes complex driving situation, the judgment skills to make quick decisions, when necessary, and the manipulative skills to control an oversize steering wheel, shift gears using a manual transmission, and maneuver a vehicle in crowded areas.

<p><b>§391.41 PHYSICAL QUALIFICATIONS FOR DRIVERS</b></p> <p>(a) A person shall not drive a commercial motor vehicle unless he is physically qualified to do so and, except as provided in §391.67, has on his person the original, or a photographic copy, of a medical examiner's certificate that he is physically qualified to drive a commercial motor vehicle.</p> <p>(b) A person is physically qualified to drive a motor vehicle if that person:</p> <p>(1) Has no loss of a foot, a leg, a hand, or an arm, or has been granted a Skill Performance Evaluation (SPE) Certificate (formerly Limb Waiver Program) pursuant to §391.49.</p> <p>(2) Has no impairment of: (i) A hand or finger which interferes with prehension or power grasping; or (ii) An arm, foot, or leg which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or any other significant limb defect or limitation which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or has been granted a SPE Certificate pursuant to §391.49.</p> <p>(3) Has no established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control;</p> <p>(4) Has no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis, or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse, or congestive cardiac failure.</p> <p>(5) Has no established medical history or clinical diagnosis of a respiratory dysfunction to interfere with his ability to control and drive a commercial motor vehicle safely.</p>	<p>(6) Has no current clinical diagnosis of high blood pressure likely to interfere with his ability to operate a commercial motor vehicle safely.</p> <p>(7) Has no established medical history or clinical diagnosis of rheumatic, arthritic, orthopedic, muscular, neuro-muscular, or vascular disease which interferes with his ability to control and operate a commercial motor vehicle safely.</p> <p>(8) Has no established medical history or clinical diagnosis of epilepsy or any other condition which is likely cause loss of consciousness or any loss of ability to control a commercial motor vehicle;</p> <p>(9) Has no mental, nervous, organic, or functional disease or psychiatric disorder likely to interfere with his ability to drive a commercial motor vehicle safely;</p> <p>(10) Had distant visual acuity of at least 20/40 (Snellen) in both eyes with or without corrective lenses or visual acuity separately corrected to 20/40 (Snellen) or better with field of vision of at least 70 degrees in the horizontal meridian in each eye, and the ability to recognize the colors of traffic signals and devices showing standard red, green, and amber;</p> <p>(11) First perceives a forced whispered voice in the better ear not less than 5 feet with or without the use of a hearing device, or, if tested by use of an audiometric device, does not have an average hearing loss in the better ear greater than 40 decibels at 500 Hz, 1,000 Hz and 2,000 Hz with or without a hearing device when the audiometric device is calibrated to American National Standard (formerly ASA Standard) Z24.5-1951;</p> <p>(12) (i) Does not use a controlled substance identified in 21 CFR 1308.11 Schedule I, an amphetamine, a narcotic, or any other habit-forming drug. (ii) Exception: A driver may use</p>	<p>such a substance or drug, if the substance or drug is prescribed by a licensed medical practitioner who: (A) Is familiar with the driver's medical history and assigned duties; and (B) Has advised the driver that the prescribed substance or drug will not adversely affect the driver's ability to safely operate a commercial motor vehicle; and</p> <p>(13) Has no current clinical diagnosis of alcoholism.</p>
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# INSTRUCTIONS TO THE MEDICAL EXAMINER

## General Information

The purpose of this examination is to determine a driver's physical qualification to operate a commercial motor vehicle (CMV) in interstate commerce according to the requirements in 49 CFR 391.41-49. Therefore, the medical examiner must be knowledgeable of these requirements and guidelines developed by the FMCSA to assist the medical examiner in making the qualification determination. The medical examiner should be familiar with the driver's responsibilities and work environment and is referred to the section on the form, The Driver's Role.

In addition to reviewing the Health History section with the driver and conducting the physical examination, the medical examiner should discuss common prescriptions and over-the-counter medications relative to the side effects and hazards of these medications while driving. Educate the driver to read warning labels on all medication. History of certain conditions may be cause for rejection, particularly if required by regulation, or may indicate the need for additional laboratory tests or more stringent examination perhaps by a medical specialist. These decisions are usually made by the medical examiner in light of the driver's job responsibilities, work schedule and potential for the condition to render the driver unsafe.

Medical conditions should be recorded even if they are not cause for denial, and they should be discussed with the driver to encourage appropriate remedial care. This advice is especially needed when a condition, if neglected could develop into a serious illness that could affect driving.

If the medical examiner determines that the driver is fit to drive and is also able to perform non-driving responsibilities as may be required, the medical examiner signs the medical certificate which the driver must carry with his/her license. The certificate must be dated. Under current regulations, the certificate is valid for two years, unless the driver has a medical condition that does not prohibit driving but does require more frequent monitoring. In such situations, the medical certificate should be issued for a shorter length of time. The physical examination should be done carefully and at least as complete as is indicated by the attached form. Contact the FMCSA at (202) 366-1790 for further information (a vision exemption, qualifying drivers under 49 CFR 391.64, etc.).

## Interpretation of Medical Standards

Since the issuance of the regulations for physical qualifications of commercial drivers, the Federal Motor Carrier Safety Administration (FMCSA) has published recommendations called Advisory Criteria to help medical examiners in determining whether a driver meets the physical qualifications for commercial driving. These recommendations have been condensed to provide information to the medical examiners that (1) is directly relevant to the physical examination and (2) is not already included in the medical examination form. The specific regulation is printed in italics and its reference by section is highlighted.

## Federal Motor Carrier Safety Regulations -Advisory Criteria-

### Loss of Limb:

#### §391.41(b)(1)

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no loss of a foot, leg, hand, or an arm, or has been granted a Skill Performance Evaluation (SPE) Certificate pursuant to Section 391.49.*

### Limb Impairment:

#### §391.41(b)(2)

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no impairment of: (i) A hand or finger which interferes with prehension or power grasping; or (ii) An arm, foot, or leg which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or (iii) Any other significant limb defect or limitation which interferes with ability to perform normal tasks associated with operating a commercial motor vehicle; or (iv) Has been granted a Skill Performance Evaluation Certificate pursuant to Section 391.49.*

A person who suffers loss of a foot, leg, hand or arm or whose limb impairment in any way interferes with the safe performance of normal tasks associated with operating a commercial motor vehicle is subject to the Skill Performance Evaluation (SPE) Certification Program pursuant to section 391.49, assuming the person is otherwise qualified.

With the advancement of technology, medical aids and equipment modifications have been developed to compensate for certain disabilities. The SPE Certification Program (formerly the Limb Waiver Program) was designed to allow persons with the loss of a foot or limb or with functional impairment to qualify under the Federal Motor Carrier Safety Regulations (FMCSRs) by use of prosthetic devices or equipment modifications which enable them to safely operate a commercial motor vehicle. Since there are no medical aids equivalent to the original body or limb, certain risks are still present, and thus restrictions may be included on individual SPE certificates when a State Director for the FMCSA determines they are necessary to be consistent with safety and public interest.

If the driver is found otherwise medically qualified (391.41(b)(3) through (13)), the medical examiner must check on the medical certificate that the driver is qualified only if accompanied by a SPE certificate. The driver and the employing motor carrier are subject to appropriate penalty if the driver operates a motor vehicle in interstate or foreign commerce without a current SPE certificate for his/her physical disability.

### Diabetes

#### §391.41(b)(3)

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control.*

Diabetes mellitus is a disease which, on occasion, can result in a loss of consciousness or disorientation in time and space. Individuals who require insulin for control have conditions which can get out of control by the use of too much or too little insulin, or food intake not consistent with the insulin dosage. Incapacitation may occur from symptoms of hyperglycemic or hypoglycemic reactions (drowsiness, semiconsciousness, diabetic coma or insulin shock).

The administration of insulin is, within itself, a complicated process requiring insulin, syringe, needle, alcohol sponge and a sterile technique. Factors related to long-haul commercial motor vehicle operations, such as fatigue, lack of sleep, poor diet, emotional conditions, stress, and concomitant illness, compound the dangers. The FMCSA has consistently held that a diabetic who uses insulin for control does not meet the minimum physical requirements of the FMCSRs.

Hypoglycemic drugs, taken orally, are sometimes prescribed for diabetic individuals to help stimulate natural body production of insulin. If the condition can be controlled by the use of oral medication and diet, then an individual may be qualified under the present rule. CMV drivers who do not meet the Federal diabetes standard may call (202) 366-1790 for an application for a diabetes exemption. (See Conference Report on Diabetic Disorders and Commercial Drivers and Insulin-Using Commercial Motor Vehicle Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

### Cardiovascular Condition

#### §391.41(b)(4)

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse or congestive cardiac failure.*

The term "has no current clinical diagnosis of" is specifically designed to encompass: "a clinical diagnosis of" (1) a current cardiovascular condition, or (2) a cardiovascular condition which has not fully stabilized regardless of the time limit. The term "known to be accompanied by" is designed to include: a clinical diagnosis of a cardiovascular disease (1)

which is accompanied by symptoms of syncope, dyspnea, collapse or congestive cardiac failure; and/or (2) which is likely to cause syncope, dyspnea, collapse or congestive cardiac failure.

It is the intent of the FMCSRs to render unqualified, a driver who has a current cardiovascular disease which is accompanied by and/or likely to cause symptoms of syncope, dyspnea, collapse, or congestive cardiac failure. However, the subjective decision of whether the nature and severity of an individual's condition will likely cause symptoms of cardiovascular insufficiency is on an individual basis and qualification rests with the medical examiner and the motor carrier. In those cases where there is an occurrence of cardiovascular insufficiency (myocardial infarction, thrombosis, etc.), it is suggested before a driver is certified that he or she have a normal resting and stress electrocardiogram (ECG), no residual complications and no physical limitations, and is taking no medication likely to interfere with safe driving.

Coronary artery bypass surgery and pacemaker implantation are remedial procedures and thus, not unqualifying. Implantable cardioverter defibrillators are disqualifying due to risk of syncope. Coumadin is a medical treatment which can improve health and safety of the driver and should not, by its use, medically disqualify the commercial driver. The emphasis should be on the underlying medical condition(s) which require treatment and the general health of the driver. The FMCSA should be contacted at (202) 366-1790 for additional recommendations regarding the physical qualification of drivers on coumadin.

(See Cardiovascular Advisory Panel Guidelines for the Medical Examination of Commercial Motor Vehicle Drivers at <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

## **Respiratory Dysfunction**

### **§391.41(b)(5)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no established medical history or clinical diagnosis of a respiratory dysfunction likely to interfere with ability to control and drive a commercial motor vehicle safely.*

Since a driver must be alert at all times, any change in his or her mental state is in direct conflict with highway safety. Even the slightest impairment in respiratory function under emergency conditions (when greater oxygen supply is necessary for performance) may be detrimental to safe driving.

There are many conditions that interfere with oxygen exchange and may result in incapacitation, including emphysema, chronic asthma, carcinoma, tuberculosis, chronic bronchitis and sleep apnea. If the medical examiner detects a respiratory dysfunction, that in any way is likely to interfere with the driver's ability to safely control and drive a commercial motor vehicle, the driver must be referred to a specialist for further evaluation and therapy. Anticoagulation therapy for deep vein thrombosis

and/or pulmonary thromboembolism is not unqualifying once optimum dose is achieved, provided lower extremity venous examinations remain normal and the treating physician gives a favorable recommendation.

(See Conference on Pulmonary/Respiratory Disorders and Commercial Drivers at:

<http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

## **Hypertension**

### **§391.41(b)(6)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no current clinical diagnosis of high blood pressure likely to interfere with ability to operate a commercial motor vehicle safely.*

Hypertension alone is unlikely to cause sudden collapse; however, the likelihood increases when target organ damage, particularly cerebral vascular disease, is present. This regulatory criteria is based on FMCSA's Cardiovascular Advisory Guidelines for the Examination of CMV drivers, which used the Sixth Report of the Joint National Committee on Prevention, Detection, Evaluation, and Treatment of High Blood Pressure (1997).

Stage 1 hypertension corresponds to a systolic BP of 140-159 mmHg and/or a diastolic BP of 90-99 mmHg. The driver with a BP in this range is at low risk for hypertension-related acute incapacitation and may be medically certified to drive for a one-year period. Certification examinations should be done annually thereafter and should be less than 140/90. If less than 160/100, certification may be extended one time for three months.

A blood pressure of 160-179 systolic and/or 100-109 diastolic is considered Stage 2 hypertension, and the driver is not necessarily unqualified during evaluation and institution of treatment. The driver is given a one time certification of three months to reduce his or her blood pressure to less than 140/90. A blood pressure in this range is an absolute indication for anti-hypertensive drug therapy. Provided treatment is well tolerated and the driver demonstrates a BP value of less than 140/90, he or she may be certified for one year from date of the initial exam. The driver is certified annually thereafter.

A blood pressure at or greater than 180 (systolic) and 110 (diastolic) is considered Stage three, high risk for an acute BP-related event. The driver may not be qualified, even temporarily, until reduced to less than 140/90 and treatment is well tolerated. The driver may be certified for 6 months and biannually (every 6 months) thereafter if at recheck BP is less than 140/90.

Annual recertification is recommended if the medical examiner does not know the severity of hypertension prior to treatment.

An elevated blood pressure finding should be confirmed by

at least two subsequent measurements on different days.

Treatment includes nonpharmacologic and pharmacologic modalities as well as counseling to reduce other risk factors. Most antihypertensive medications also have side effects, the importance of which must be judged on an individual basis. Individuals must be alerted to the hazards of these medications while driving. Side effects of somnolence of syncope are particularly undesirable in commercial drivers.

Secondary hypertension is based on the above stages. Evaluation is warranted if patient is persistently hypertensive on maximal or near-maximal doses of 2-3 pharmacologic agents. Some causes of secondary hypertension may be amenable to surgical intervention or specific pharmacologic therapy. (See Cardiovascular Advisory Panel Guidelines for the Medical Examination of Commercial Motor Vehicle Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

## **Rheumatic, Arthritic, Orthopedic, Muscular, Neuromuscular or Vascular Disease**

### **§391.41(b)(7)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no established medical history or clinical diagnosis of rheumatic, arthritic, orthopedic, muscular, neuromuscular or vascular disease which interferes with the ability to control and operate a commercial motor vehicle safely.*

Certain diseases are known to have acute episodes of transient muscle weakness, poor muscular coordination (ataxia), abnormal sensations (paresthesia), decreased muscular tone (hypotonia), visual disturbances and pain which may be suddenly incapacitating. With each recurring episode, these symptoms may become more pronounced and remain for longer periods of time. Other diseases have more insidious onsets and display symptoms of muscle wasting (atrophy), swelling and paresthesia which may not suddenly incapacitate a person but may restrict his/her movements and eventually interfere with the ability to safely operate a motor vehicle. In many instances these diseases are degenerative in nature or may result in deterioration of the involved area.

Once the individual has been diagnosed as having rheumatic, arthritic, orthopedic, muscular, neuromuscular or vascular disease, then he/she has an established history of that disease. The physician, when examining an individual, should consider the following: (1) the nature and severity of the individual's condition (such as sensory loss or loss of strength); (2) the degree of limitation present (such as range of motion); (3) the likelihood of progressive limitation (not always present initially but may manifest itself over time); and (4) the likelihood of sudden incapacitation. If severe functional impairment exists, the driver does not qualify. In cases where more frequent monitoring is required, a certificate for a shorter time period may be issued. (See Conference on Neurological Disorders and Commercial Drivers at:



## **Epilepsy**

### **§391.41(b)(8)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no established medical history or clinical diagnosis of epilepsy or any other condition which is likely to cause loss of consciousness or any loss of ability to control a motor vehicle.*

Epilepsy is a chronic functional disease characterized by seizures or episodes that occurs without warning, resulting in loss of voluntary control which may lead to loss of consciousness and/or seizures. Therefore, the following drivers cannot be qualified: (1) a driver who has a medical history of epilepsy; (2) a driver who has a current clinical diagnosis of epilepsy; or (3) a driver who is taking antiseizure medication.

If an individual has had a sudden episode of a nonepileptic seizure or loss of consciousness of unknown cause which did not require antiseizure medication, the decision as to whether that person's condition will likely cause loss of consciousness or loss of ability to control a motor vehicle is made on an individual basis by the medical examiner in consultation with the treating physician. Before certification is considered, it is suggested that a 6-month waiting period elapse from the time of the episode. Following the waiting period, it is suggested that the individual have a complete neurological examination. If the results of the examination are negative and antiseizure medication is not required, then the driver may be qualified.

In those individual cases where a driver has a seizure or an episode of loss of consciousness that resulted from a known medical condition (e.g., drug reaction, high temperature, acute infectious disease, dehydration or acute metabolic disturbance), certification should be deferred until the driver has fully recovered from that condition and has no existing residual complications, and not taking antiseizure medication.

Drivers with a history of epilepsy/seizures off antiseizure medication and seizure-free for 10 years may be qualified to drive a CMV in interstate commerce. Interstate drivers with a history of a single unprovoked seizure may be qualified to drive a CMV in interstate commerce if seizure-free and off antiseizure medication for a 5-year period or more.

(See Conference on Neurological Disorders and Commercial Drivers at:

<http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

## **Mental Disorders**

### **§391.41(b)(9)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no mental, nervous, organic or functional disease or psychiatric disorder likely to interfere with ability to drive a motor vehicle safely.*

Emotional or adjustment problems contribute directly to an individual's level of memory, reasoning, attention and judgement. These problems often underlie physical disorders. A variety of functional disorders can cause drowsiness, dizziness, confusion, weakness or paralysis that may lead to incoordination, inattention, loss of functional control and susceptibility to crashes while driving. Physical fatigue, headache, impaired coordination, recurring physical ailments and chronic "nagging" pain may be present to such a degree that certification for commercial driving is inadvisable. Somatic and psychosomatic complaints should be thoroughly examined when determining an individual's overall fitness to drive. Disorders of a periodically incapacitating nature, even in the early stages of development, may warrant disqualification.

Many bus and truck drivers have documented that "nervous trouble" related to neurotic, personality, emotional or adjustment problems is responsible for a significant fraction of their preventable accidents. The degree to which an individual is able to appreciate, evaluate and adequately respond to environmental strain and emotional stress is critical when assessing an individual's mental alertness and flexibility to cope with the stresses of commercial motor vehicle driving.

When examining the driver, it should be kept in mind that individuals who live under chronic emotional upsets may have deeply ingrained maladaptive or erratic behavior patterns. Excessively antagonistic, instinctive, impulsive, openly aggressive, paranoid or severely depressed behavior greatly interfere with the driver's ability to drive safely. Those individuals who are highly susceptible to frequent states of emotional instability (schizophrenia, affective psychoses, paranoia, anxiety or depressive neuroses) may warrant disqualification. Careful consideration should be given to the side effects and interactions of medications in the overall qualification determination. See Psychiatric Conference Report for specific recommendations on the use of these medications and potential hazards for driving. (See Conference on Psychiatric Disorders and Commercial Drivers at:

<http://www.fmcsa.dot.gov/rulesregs/med/reports.htm>)

## **Vision**

### **§391.41(b)(10)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has distant visual acuity of at least 20/40 (Snellen) in each eye*

*with or without corrective lenses or visual acuity separately corrected to 20/40 (Snellen) or better with corrective lenses, distant binocular acuity of at least 20/40 (Snellen) in both eyes with or without corrective lenses, field of vision of at least 70 degrees in the horizontal meridian in each eye, and the ability to recognize the colors of traffic signals and devices showing standard red, green, and amber.*

The term "ability to recognize the colors of" is interpreted to mean if a person can recognize and distinguish among traffic control signals and devices showing standard red, green and amber, he or she meets the minimum standard, even though he or she may have some type of color perception deficiency. If certain color perception tests are administered, (such as Ishihara, Pseudoisochromatic, Yarn) and doubtful findings are discovered, a controlled test using signal red, green and amber may be employed to determine the driver's ability to recognize these colors.

Contact lenses are permissible if there is sufficient evidence to indicate that the driver has good tolerance and is well adapted to their use. Use of a contact lens in one eye for distance visual acuity and another lens in the other eye for near vision is not acceptable, nor telescopic lenses acceptable for the driving of commercial motor vehicles.

If an individual meets the criteria by the use of glasses or contact lenses, the following statement shall appear on the Medical Examiner's Certificate: "Qualified only if wearing corrective lenses."

CMV drivers who do not meet the Federal vision standard may call (202) 366-1790 for an application for a vision exemption.

(See Visual Disorders and Commercial Drivers at: <http://www.fmcsa.gov/rulesregs/medreports.htm>)

## **Hearing**

### **§391.41(b)(11)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*First perceives a forced whispered voice in the better ear at not less than 5 feet with or without the use of a hearing aid, or, if tested by use of an audiometric device, does not have an average hearing loss in the better ear greater than 40 decibels at 500 Hz, 1,000 Hz, and 2,000 Hz with or without a hearing aid when the audiometric device is calibrated to American National Standard (formerly ASA Standard) Z24.5-1951.*

Since the prescribed standard under the FMCSRs is the American Standards Association (ANSI), it may be necessary to convert the audiometric results from the ISO standard to the ANSI standard. Instructions are included on the Medical Examination report form.

If an individual meets the criteria by using a hearing aid, the driver must wear that hearing aid and have it in operation at all times while driving. Also, the driver must be in possession of

a spare power source for the hearing aid.

For the whispered voice test, the individual should be stationed at least 5 feet from the examiner with the ear being tested turned toward the examiner. The other ear is covered. Using the breath which remains after a normal expiration, the examiner whispers words or random numbers such as 66, 18, 23, etc. The examiner should not use only sibilants (s-sounding test materials). The opposite ear should be tested in the same manner. If the individual fails the whispered voice test, the audiometric test should be administered.

If an individual meets the criteria by the use of a hearing aid, the following statement must appear on the Medical Examiner's Certificate "Qualified only when wearing a hearing aid."

(See Hearing Disorders and Commercial Motor Vehicle Drivers at:

<http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

### **Drug Use**

#### **§391.41(b)(12)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*Does not use a controlled substance identified in 21 CFR 1308.11. Schedule I, an amphetamine, a narcotic, or any other habit-forming drug. Exception: A driver may use such a substance or drug, if the substance or drug is prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties; and has advised the driver that the prescribed substance or drug will not adversely affect the driver's ability to safely operate a commercial motor vehicle.*

This exception does not apply to methadone. The intent of the medical certification process is to medically evaluate a driver to ensure that the driver has no medical condition which interferes with the safe performance of driving tasks on a public road. If a driver uses a Schedule I drug or other substance, such as an amphetamine, a narcotic, or any other habit forming drug, it may be cause for the driver to be found medically unqualified. Motor carriers are encouraged to obtain a practitioner's written statement about the effects on transportation safety of the use of a particular drug.

A test for controlled substances is not required as part of the biennial certification process. The FMCSA or the driver's employer should be contacted directly for information on controlled substances and alcohol testing under Part 382 of the FMCSRs.

The term "uses" is designed to encompass instances of prohibited drug use determined by a physician through established medical means. This may or may not involve body fluid testing. If body fluid testing takes place, positive test results should be confirmed by a second test of greater specificity. The term "habit-forming" is intended to include any drug or medication generally recognized as capable of becoming habitual, and

which may impair the user's ability to operate a commercial motor vehicle safely.

The driver is medically unqualified for the duration of the prohibited drug(s) use and until a second examination show the driver is free from the prohibited drug(s) use. Recertification may involve a substance abuse evaluation, the successful completion of a drug rehabilitation program, and a negative drug test result. Additionally, given that the certification period is normally two years, the examiner has the option to certify for a period less than 2 years if this examiner determines more frequent monitoring is required.

(See Conference on Neurological Disorders and Commercial Drivers and Conference on Psychiatric Disorders and Commercial Drivers at:

<http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

### **Alcoholism**

#### **§391.41(b)(13)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no current clinical diagnosis of alcoholism.*

The term "current clinical diagnosis of" is specifically designed to encompass a current alcoholic illness or those instances where the individual's physical condition has not fully stabilized, regardless of the time element. If an individual shows signs of having an alcohol-use problem, he or she should be referred to a specialist. After counseling and/or treatment, he or she may be considered for certification.

### **Motor Carrier Safety Regulations**

#### **Applicability of Medical and Certification Requirements**

#### **Article - Maryland Transportation**

#### **§ 25-111(vi)**

**Except in the case of bus drivers, apply the provisions of §391.41 (b)(1) through (11) of the Federal Motor Carrier Safety Regulations before October 1, 2023 to any persons who:**

1. **On October 1, 2003, was otherwise qualified to operate and operated a vehicle or vehicle combination used in intrastate commerce with a gross vehicle weight rating or gross combination weight rating of 10,001 pounds or more, and after October 1, 2003, remained qualified to operate and continued to operate such a vehicle;**
2. **Operates only in intrastate commerce; and**
3. **Has a mental or physical condition which would disqualify the person under the Federal Motor Carrier Safety Regulations and:**
  - A. **The condition existed on October 1, 2003 or at the time of the physical examination after that date to which the person submitted as required by regulations adopted by the Administration under subsection (k) of this section; and**
  - B. **A physician who examined the person has determined that the condition has not substantially worsened and that no other disqualifying medical or physical condition has developed since October 1, 2003 or the time of the first required physical examination after that date.**

**Section 2. and be it further enacted, that this Act shall take effect October 1, 2003.**

**RFP 18T4, OCCUPATIONAL PHYSICALS AND DRUG ALCOHOL TESTING SERVICES**

**TECHNICAL PROPOSAL**

**I. BUSINESS STRUCTURE:**

1. Provide the contact information for the Vendor Contract Manager who would be assigned to the FCPS account including name, title, phone number and email address:

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Will you be subcontracting any portion of the awarded contract? If so, provide name, contact information and what portion of the work will be sub-contracted.

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3. Does your company have the capability to provide customized reports electronically and at no additional fee?

**II. COLLECTION FACILITIES**

1. Provide the address for all collection sites and their hours of operation where physicals or drug testing can to be performed. They must be within a 25-30 mile radius of the FCPS Central Office, 191 South East Street, Frederick, MD 21701.

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2. Do each of these facilities provide privacy for the customers?
3. Do each of these facilities have the ability to schedule appointments?
4. Can appointments be scheduled online?

5. What is the average wait time for being seen by a physician or lab assistant if you have a scheduled appointment?
6. What is the average wait time for being seen by a physician or lab assistant if you do not have a scheduled appointment?

### **III. ONSITE SERVICES**

1. Do you have a mobile unit that can be scheduled to come to our Transportation location at 7446 Hayward Road, Frederick, MD 21702 to provide on-site random drug tests and/or physicals? If so, describe the unit.

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2. Who do we contact, how much advance notice is needed, and what procedure do we use to schedule the mobile unit?

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### **IV. CERTIFIED MEDICAL EXAMINERS:**

Include the name, License number and National Registry Number for those physicians who are Certified Medical Examiners.

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### **V. BUSINESS LICENSE, INSURANCE AND LEGAL ISSUES:**

1. Submit proof of registration as a Maryland business by including your license number or including a copy of the license.
2. Submit proof of liability insurance.
3. List any past or pending law suits or legal actions including year, reason for litigation, and final disposition. If none, state 'Not Applicable'.



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4. List and describe of any incidences of termination of contracts. If none, state 'Not applicable'.
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## **VI. REFERENCES:**

Provide the names, titles and contact information for three references to whom your company has provided the same services as described herein during the last three years. References are preferred for non-profit agencies or school systems, and within the State of Maryland. FCPS will contact them as references.

#1 Customer Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#2 Customer Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#3 Customer Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**RFP 18T4, OCCUPATIONAL PHYSICALS AND DRUG/ALCOHOL TESTING SERVICES  
FORM OF PROPOSAL--BASE BID--AGGREGATE AWARD TO ONE VENDOR**

		ESTIMATED ANNUAL QUANTITY	UNIT PRICE	ESTIMATED ANNUAL COST
<b>I.</b>	<b>DETAILED COSTS FOR DRUG TESTING (5 PANEL DOT APPROVED):</b>			
	A.	COLLECTION AT LOCAL FACILITY PER TEST, SCREENING AND CONFIRMATION AND MEDICAL REVIEW OFFICER (MRO) SERVICES COMBINED COST:	450	
	B.	M.I.S. REPORTS ON A YEARLY BASIS FOR APPROXIMATELY 500 INDIVIDUALS	1	
	C.	FLAT FEE FOR BRINGING A MOBILE COLLECTION UNIT ON SITE FOR RANDOM SELECTION TESTING PER OCCURRENCE. FCPS HAS THE RIGHT TO SELECT THIS AS AN OPTION.	5	
	D.	EXPERT WITNESS AND CONSULTATION SERVICE PER HOUR	1	
	E.	AFTER HOUR D.O.T. AND NON-D.O.T. URINE DRUG SCREENING	5	

<b>II.</b>	<b>DETAIL COSTS FOR BREATH ALCOHOL TESTING:</b>			
	A.	SCREENING PER TEST (10 PER PULL X 5 PULLS)	50	
	B.	CONFIRMATION, ADDITIONAL CHARGE, PER TEST	50	
	C.	AFTER HOUR BREATH ALCOHOL (BAT) PER TEST	2	

<b>III.</b>	A.	<b>D.O.T. REQUIRED PHYSICALS</b> WITH CERTIFICATE PREPARATION BY A CERTIFIED MEDICAL EXAMINER--FOR BUS DRIVERS AND OTHER CLASS B COMMERCIAL OR CLASS C DRIVER'S LICENSES (Pre-employment and annual veteran driver)	670	
	B.	<b>FOLLOW UP EXAM FOR QUALIFIED MEDICAL CERTIFICATE--to be bid on a sliding scale basis (depending on extent of re-evaluation to be conducted) not to exceed:</b>	12	

<b>IV.</b>	A.	<b>PRE-EMPLOYMENT PHYSICAL EXAM AND REPORT</b> PREPARATION BY LICENSED PHYSICIAN OR PRACTITIONER--FOR MAINTENANCE AND OPERATIONS PERSONNEL	75	
	B.	<b>WORK STEPS (or equivalent) PRE-EMPLOYMENT EXAM</b>	50	

<b>IV.</b>	<b>OTHER EXAMS AND TESTS:</b>			
	A.1.	RETURN TO WORK COMPLETE PHYSICAL EXAM	5	
	A.2.	FUNCTIONAL CAPACITY EXAM (or equivalent)	1	
	B.1.	FIT-FOR-DUTY EXAM	15	
	B.2.	FUNCTIONAL CAPACITY EXAM (or equivalent)	1	
	C.	RESPIRATOR EXAM INCLUDING PULMONARY FUNCTION TEST	5	
	D.	QUANTITATIVE RESPIRATOR FIT TEST	5	
	E.	EKG	1	
	F.	CHEST X-RAY (2 VIEW)	1	
	G.	AUDIOGRAM, ON-SITE (FCPS WORKPLACE AS DESIGNATED)	1	

<b>ESTIMATED ANNUAL GRAND TOTAL:</b>			<b>\$_____</b>	
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**RFP 18T4, OCCUPATIONAL PHYSICALS AND DRUG/ALCOHOL TESTING SERVICES  
FORM OF PROPOSAL--ALTERNATE BID--SEPARATE AWARD TO TWO VENDORS**

			<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>ESTIMATED ANNUAL COST</b>
<b>I.</b>	<b>DETAILED COSTS FOR DRUG TESTING (5 PANEL DOT APPROVED):</b>				
	A.	COLLECTION AT LOCAL FACILITY PER TEST, SCREENING AND CONFIRMATION AND MEDICAL REVIEW OFFICER (MRO) SERVICES COMBINED COST:	450		
	B.	M.I.S. REPORTS ON A YEARLY BASIS FOR APPROXIMATELY 500 INDIVIDUALS	1		
	C.	FLAT FEE FOR BRINGING A MOBILE COLLECTION UNIT ON SITE FOR RANDOM SELECTION TESTING PER OCCURRENCE. FCPS HAS THE RIGHT TO SELECT THIS AS AN OPTION.	5		
	D.	EXPERT WITNESS AND CONSULTATION SERVICE PER HOUR	1		
	E.	AFTER HOUR D.O.T. AND NON-D.O.T. URINE DRUG SCREENING	2		
	F.	SCREENING PER TEST (10 PER PULL X 5 PULLS)	50		
	G.	CONFIRMATION, ADDITIONAL CHARGE, PER TEST	50		
	H.	AFTER HOUR BREATH ALCOHOL (BAT) PER TEST	2		

<b>PART I. ESTIMATED ANNUAL GRAND TOTAL:</b>				\$ _____	
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<b>II.</b>	A.	<b>D.O.T. REQUIRED PHYSICALS</b> WITH CERTIFICATE PREPARATION BY A CERTIFIED MEDICAL EXAMINER--FOR BUS DRIVERS AND OTHER CLASS B COMMERCIAL OR CLASS C DRIVER'S LICENSES (Pre-employment and annual veteran driver)	670		
	B.	<b>FOLLOW UP EXAM FOR QUALIFIED MEDICAL CERTIFICATE--TO BE BID ON A SLIDING SCALE BASIS (depending on extent of re-evaluation to be conducted) NOT TO EXCEED:</b>	12		
	C.	<b>PRE-EMPLOYMENT PHYSICAL EXAM AND REPORT PREPARATION</b> BY LICENSED PHYSICIAN OR PRACTITIONER--FOR MAINTENANCE AND OPERATIONS PERSONNEL:	75		
	D.	<b>WORK STEPS (or equivalent) PRE-EMPLOYMENT EXAM</b>	50		
	E.	<b>OTHER EXAMS AND TESTS:</b>			
	1	RETURN TO WORK COMPLETE PHYSICAL EXAM	5		
	2	FUNCTIONAL CAPACITY EXAM (or equivalent)	1		
	3	FIT-FOR-DUTY EXAM	15		
	4	FUNCTIONAL CAPACITY EXAM (or equivalent)	1		
	5	RESPIRATOR EXAM INCLUDING PULMONARY FUNCTION TEST	5		
	6	QUANTITATIVE RESPIRATOR FIT TEST	5		
	7	EKG	1		
	8	CHEST X-RAY (2 VIEW)	1		
	9	AUDIOGRAM, ON-SITE (FCPS WORKPLACE AS DESIGNATED)	1		

<b>PART II. ESTIMATED ANNUAL GRAND TOTAL:</b>				\$ _____	
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**SIGNATURE ACKNOWLEDGING PROPOSAL**

**Note: When submitting your bid/proposal, please use this page as a cover sheet for your proposal.**

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; 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 Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: \_\_\_\_\_

dba: \_\_\_\_\_

REGISTERED MARYLAND CONTRACTOR NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): \_\_\_\_\_

SIGNATURE OF ABOVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL ADDRESS (for correspondence): \_\_\_\_\_

E-MAIL ADDRESS (for receiving Purchase Orders): \_\_\_\_\_

**(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)**

**ACKNOWLEDGMENT OF ADDENDA (if applicable)**

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1	_____	Addendum #2	_____
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____

**RFP 18T4, OCCUPATIONAL PHYSICALS AND DRUG/ALCOHOL TESTING SERVICES**

**FREDERICK COUNTY PUBLIC SCHOOLS**

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of the firm of  
the organization named \_\_\_\_\_ whose address is  
(Name of Corporation)  
\_\_\_\_\_ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
  - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation

( ) Partnership

( ) Individual

( ) Other

If required to be notarized:

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**RFP 18T4, OCCUPATIONAL PHYSICALS AND DRUG/ALCOHOL TESTING SERVICES**

**CERTIFICATION OF COMPLIANCE**

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. 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 schools (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor 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.
  - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
  - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

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

Print name and title of signatory \_\_\_\_\_

Print name of company \_\_\_\_\_