



LARRY HOGAN  
Governor

BOYD K. RUTHERFORD  
Lieutenant Governor

DAVID R. BRINKLEY  
Secretary

MARC L. NICOLE  
Deputy Secretary

AMENDMENT #1  
to  
INVITATION FOR BID (IFB)  
  
SPECIMEN COLLECTIONS  
SOLICITATION NUMBER 050B700009

OCTOBER 27, 2017

Ladies and Gentlemen:

This Addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. The changes/additions are listed below. New language has been double underlined and marked in red bold (ex. **new language**), deleted language is marked with a double strikeout (ex. ~~language deleted~~) and revised attachments are identified.

1. Revise RFP Key Information Summary Sheet (Page iii), to read:

**Proposal Due (Closing) Date and Time:**

~~October 30, 2017~~ **Friday, November 10, 2017** @ 2:00 PM (Local Time)

2. Revise Section 2.2 to read as follows:

The State tests employees and applicants for the illegal use of drugs in the following situations: random, reasonable suspicion, pre-employment, promotion, demotion, incident triggered (accident or unsafe practice), transfer into a sensitive position or classification, disclosure of participation in rehabilitation program, disclosure of arrest for controlled dangerous substance offense; after rehabilitation and in conjunction with certain personnel actions. The Contract to result from this IFB will provide for Statewide urine specimen collection for all State agencies except those covered by U.S. Department of Transportation drug testing requirements. The Contractor shall provide all labor, materials as described in 2.3.5.1.2 (items **9 through 12** ~~9&10~~) and equipment necessary for the on-site collection of the specimens and facilitate shipping of the specimens from the State-designated collection sites to the FTDTL. Attachment S contains a list of locations designated as collection sites.

3. Revise Section 2.3.2.2 to read as follows:

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract ~~Manager~~ Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract ~~Manager~~ Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

4. Revise Section 2.3.4.2 to read as follows:

During any regular Collection Occurrence, the DPSCS ATR reserves the right to request that the Collector remain at the Collection Occurrence site to perform additional unscheduled Collection Occurrences. The Collector will not be required to remain at the Collection Occurrence site for more than 30 minutes beyond the pre-scheduled time frame for the Collection Occurrence to conduct the additional unscheduled Collection Occurrences. ~~If unless~~ the ATR provides at least 24 hours advance notice of the additional Collection Occurrences and the extended time frame the Collector may be required to remain at the Collection Occurrence site up to 60 minutes to adhere to the additional unscheduled Collection Occurrences. ~~or the Contractor agrees to do so.~~

5. Revise Section 2.3.4.3(2<sup>nd</sup> paragraph) to read:

If a four (4) hour block is scheduled and the Agency requests the Contractor to stay longer, and the Contractor agrees to do so, the Contractor will be paid for all time in excess of the scheduled block time by the minute, prorated from the block time rate as stated in the Attachment ~~D~~ B Specimen Collections Price Bid Form.

6. Add new paragraph to Section 2.3.4.3, as Section 2.3.4.3.1 Donor No Show Fee to read as follows:

2.3.4.3.1 Donor No Show Fee - The Contractor is permitted to charge an amount equivalent to 50% of the firm fixed unit price for a four (4) hour block and eight (8) hour block time collection specified on the Contractor's Bid Sheet (Attachment B, rows B1 & B2 respectively) for each four (4) or eight (8) hour block times for a Collection Occurrence for which a collector travels to a Collection Occurrence site but performs no block time Collection Occurrences because the scheduled donor(s) fails to appear. The block time no-show fee does not apply if the ATR provides at least 24 hours advance notice of cancellation to the Contractor. The Collector must remain on site for 15 minutes after the first scheduled block time Collection

Occurrence with no Collection Occurrence occurring before a no show fee may apply.

The Collector shall document in writing each block time scheduled, four (4) or eight (8) hours, date scheduled, and all donor no shows. The Collector shall sign and date the document for review by the ATR. The ATR shall provide signature approval of such documentation prior to the Collector's departure from the site. A copy of the documentation shall accompany the invoice.

7. Add new paragraph to Section 2.3.4.3, as Section 2.3.4.3.2 Contractor No Show Fee to read as follows:

Agencies are permitted to deduct an amount equivalent to 50% of the firm fixed unit price for a four (4) hour block and eight (8) hour block time collection specified on the Contractor's Bid Sheet (Attachment B, rows B1 & B2 respectively) for each four (4) or eight (8) hour block times for which a Collector fails to appear or arrives 15 or more minutes late for the first block time Collection Occurrence. The Collector no-show fee does not apply if the Contractor provides at least 24 hours advance notice of cancellatin via email to each ATR who had block time Collection Occurrences scheduled during the cancelled Collection Occurrence.

8. Add new paragraph to Section 2.3.4.9 to read as follows:

**Collections Scheduling** – The ATR shall ensure that the collections scheduling form clearly identifies a regular individual collection or a block collection to include specifically the number of applicants/employees. The scheduling form shall be in the form and format as approved by the State Contract Manager.

There shall be no charge applied by the Contractor or the State if the event is cancelled with less than 24 hours due to inclement weather, and the scheduled agency is also closed. There shall also be no charge applied by the Contractor or the State if the event is cancelled with less than 24 hours due to inclement weather within a specific region, and the scheduled agency within that specific region is also closed. However, if the State is granted Liberal Leave, the Contractor remains expected to provide the Collection Occurrence

9. Revise Section 2.3.5.1.2 to read:

All ten items below are to always be available at the collection site. Items 1-8 (below) are provided by the State's Forensic Technology Drug Testing Laboratory (FTDTL) under a separate State contract. Items 9 through 12 ~~9-10~~ shall be provided by the Specimen Collection Contractor.

**Supplies provided by the Specimen Collection Contractor:**

- 9) Bluing agent; ~~and~~
- 10) Disposable gloves~~;~~

**11) Waterless cleanser; and**  
**12) Moist towelettes.**

10. Revise Section 2.3.5.4 to read:

For any issues arising during the collection, the Collector shall notify the ATR or authorized Agency designee, who shall be onsite for collections as described in § 2.3.3.3, of the issue. If the ATR or Agency authorized designee who scheduled the collection is not available, the Contractor shall contact the ATR's back-up and/or the Contract Manager. The Contractor shall advise the Contract Manager of any site deficiencies immediately ~~but no later than the next business day~~ after discovery.

11. Add new Section 2.3.6.10 to read as follows:

**State personnel (i.e. ATR or Agency Authorized designee) shall not be utilized by the Contractor's personnel to perform any of the above Collecton Occurrence requirements.**

12. Revise Section 2.4.4.4(1<sup>st</sup> paragraph) to read as follows:

**Regular Collections: Donor No Show Fee** - The Contractor is permitted to charge an amount equivalent to 50% of the firm fixed unit price for a single regular collection specified on the Contractor's Bid Sheet (Attachment ~~D~~ **B**, row A1) for each Collection Occurrence for which a collector travels to a Collection Occurrence site but performs no Collection Occurrences because the scheduled donor(s) fails to appear. The donor no-show fee does not apply if the ATR provides at least 24 hours advance notice of cancellation to the Contractor or the Contractor performs at least one Collection Occurrence during the scheduled Collection Occurrence. The Collector must remain on site for 15 minutes after the first scheduled Collection Occurrence with no Collection Occurrence occurring before a no show fee may apply.

13. Revise section 3.4.2 to read as follows:

The Contractor shall submit invoices as follows and in accordance with the following schedule: Contractor shall bill the Agency requesting the Collection Occurrences for all services associated with such Collection Occurrences for the preceding calendar month. Except for billing for the last month of the Contract as described in § 3.4.4, Contractor shall send monthly invoice proofs for all Agencies, including any "no show" donor documentation, to the Contract Manager by the 8th of each month. Upon approval of the Invoice Proof, the Contractor shall invoice each using Agency by the 15th of the month for the previous month during which collections were performed. If the invoices are not approved by the Contract Manager prior to, or by the 15th of the month, is there any consequence incurred by the vendor for not invoicing the agencies by the 15th of the month?

**If circumstances occur that prohibits approval by the 15<sup>th</sup> of the month, the Contract Manager will provide a written extension for Agency invoicing to the Contractor. If the Contractor does not submit a just and proper invoice to include any requested edits as outlined in Section 3.4.1.2, the Department reserves the right to reduce or withhold Contract payment until such time that a just and proper invoice is received. (See Section 3.4.1.4).**

**Date Issued: October 27, 2017**

**By: Jamie Tomaszewski  
<Signed>  
on behalf of Mike Yeager  
Procurement Officer**