

SERIAL 06140 S DRUG & ALCOHOL LAB TESTING SERVICES – RM

DATE OF LAST REVISION: July 01, 2008

CONTRACT END DATE: February 28, 2010

CONTRACT PERIOD THROUGH FEBRUARY 28, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DRUG & ALCOHOL LAB TESTING SERVICES – RM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 14, 2006 (Eff. 3/01/07)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Johnny Stevens, Risk Management
Kathy Sicard, Materials Management

(Please remove Serial 01199-S from your contract notebooks)

INVITATION FOR BID FOR: DRUG AND ALCOHOL LAB TESTING SERVICES – RM (NIGP (95207)

1.0 INTENT:

The intent of this solicitation is to identify qualified vendors to provide collection, testing, transporting and record retention services for Drug and Alcohol Testing, for Maricopa County, in accordance with U.S. Department of Transportation, Federal Highway Administration, Code of Federal Regulations, Part 40 – Procedures for Transportation Workplace Drug and Alcohol Testing Programs. The initial award period shall be for a three (3) year period from date of award. One (1) contract award is anticipated.

Contractor shall be fully capable of full and complete compliance, throughout the duration of the resultant contract, with the Omnibus Act of 1991, which requires Drug and Alcohol Testing of Safety Sensitive Employees in aviation, motor carrier, railroad and mass transit industries.

Awarded contractor shall provide professional services to/for approximately 300 Commercial Motor Vehicle Drivers and Supervisors, and 100 Safety Sensitive employees. The awarded contractor may also be required to provide these services for pre-employment screening and “for cause” testing, at the option of the County. Confidentiality of all information is a requirement. In order to meet the requirements set forth by the 49 Code of Federal Regulations, Part 40, the County will make all efforts to test personnel appropriately. The contract resultant from this solicitation is a requirements contract, based upon the needs of the County.

2.0 CONTRACTOR RESPONSIBILITIES/TECHNICAL SPECIFICATIONS:

2.1 CONTRACTOR RESPONSIBILITIES:

- 2.1.1 *The awarded contractor shall establish a testing protocol and individual agency billing invoices, with the approval of the Maricopa County Testing Administrator. Protocol shall fully address breath alcohol collection, urine collection, testing for drugs (as noted on Attachment A), and testing for alcohol. The protocol established shall include language/understanding to the effect that “official (Maricopa County) testing shall not be provide/conducted without a Maricopa Count Drugs and Alcohol Passport Form*
- 2.1.2 The awarded contractor shall provide services to authorized County agencies in accordance with a listing of authorized agencies, by code, which require testing
- 2.1.3 The awarded contractor, shall communicate testing results and billing, in accordance with a County provided listing, noting the name and address of the agency, including a contact person and telephone number for each Agency that will be invoiced for services rendered and of requested lab reports.
- 2.1.4 The contractor shall provide the County with a list of appropriate biological specimen collection centers (see Attachment A), which meet or exceed the minimum specifications noted in this solicitation, to include physical facility address, contact name, telephone number(s) and hours of operation. Preference may be given, in the best interests of the County, to respondents offering multiple collection centers, throughout the Phoenix metropolitan area.
- 2.1.5 The contractor, by submitting a bid/response, hereby certifies that only laboratories certified by the U.S. Department of Health and Human Services shall be utilized for testing of biological specimens and shall meet standards as outlined in the appropriate Code of Federal Regulations.

- 2.1.6 The contractor, by submitting a bid/response, hereby certifies their understanding that breath testing for alcohol requires Evidential Breath Testing (EBT) utilizing devices approved by the National Highway Traffic Safety Administration (NHTSA). A Breath Alcohol Technician (BAT), approved/certified by the National Highway Traffic Safety Administration (NHTSA) shall operate the testing devices. The testing devices utilized shall have been proven in court to be accurate, certified calibrated in accordance with the manufacture's recommendations, and determined to be precise and legally sufficient to measure a person's body alcohol concentration.
- 2.1.7 The contractor, by submitting a bid/response, hereby certifies their understanding that, the drugs for which tests are required under 49 CFR, Part 40 and DOT/FTA agency regulations are marijuana, cocaine, amphetamines, phencyclidine (PCP) and opiates. The laboratory used to test these drugs shall be certified by the Department of Health and Human Services (HHS) and the National Laboratory Certification Program, as meeting the minimum standards.
- 2.1.8 The contractor shall provide storage and documentation of all positive specimens, in accordance with appropriate laws, statutes and regulations.
- 2.1.9 ***The contractor understands that allowable turn-around time for a drug test shall be not more than seventy-two (72) hours for a positive determination and not more than forty-eight (48) hours for a negative determination.***
- 2.1.10 ***The contractor understands that allowable turn-around time for a positive determination alcohol test shall be the same day, by telephone to the appropriate person, which will be identified in the protocol.***
- 2.1.11 The contractor shall provide a Medical Review Officer (MRO) as defined and required in accordance with 49 Code of Federal Regulations, Part 40.
- 2.1.12 The contractor shall provide all forms necessary to perform both drug and alcohol testing of Commercial Motor Vehicle Drivers, Supervisors and Safety Sensitive employees. All test reports, forms, and other related documents shall be maintained and/or distributed in full accordance with applicable regulations.

2.2 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 INVOICES AND PAYMENTS:

- 2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - 2.3.1.1 Company name, address and contact
 - 2.3.1.2 County bill-to name and contact information
 - 2.3.1.3 Contract Serial Number
 - 2.3.1.4 County purchase order number
 - 2.3.1.5 Invoice number and date
 - 2.3.1.6 Payment terms
 - 2.3.1.7 Date of service or delivery
 - 2.3.1.8 Quantity (number of days or weeks)
 - 2.3.1.9 Contract Item number(s)

- 2.3.1.10 Description of Purchase (product or services)
- 2.3.1.11 Pricing per unit of purchase
- 2.3.1.12 Freight (if applicable)
- 2.3.1.13 Extended price
- 2.3.1.14 Mileage w/rate (if applicable)
- 2.3.1.15 Arrival and completion time (if applicable)
- 2.3.1.16 Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.4 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.5 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed service delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make service delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, **reasonable** attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6, **or a self insured captive program**. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it, **this will be extended however, only to the extent of those rights of additional insured.**

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and ~~Errors and Omissions~~ **Professional Liability**, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and ~~Errors and Omissions~~ **Professional Liability**, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.2 Certificates of Insurance.

3.5.2.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County ~~fifteen (15)~~ **thirty (30)** days prior to the expiration date.

3.5.2.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Johnny Stevens, Risk Management, 602-506-2887
(johnystevens@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 EVALUATION CRITERIA.

3.10.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.10.1.1 Compliance with specifications.

3.10.1.2 Price.

3.10.1.3 Determination of Responsibility.

3.10.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.11 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide one (1) original hardcopy (labeled), and one (1) hardcopy copy and one (2) electronic copies, including pricing(Attachment A), on CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.13 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

3.13.1 **Mandatory:** One (1) original hardcopy (labeled) of their bid, and one (1) hardcopy copy of the same .and one (1)) electronic copy of pricing on a CD;

3.13.2 **Mandatory:** Attachment "A", Pricing;

3.13.3 **Mandatory:** Attachment "B", Agreement; and

3.13.4 **Mandatory:** Attachment "C", References.

3.14 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

CONCENTRA HEALTH SERVICES, 5080 SPECTRUM DRIVE, ADDISON, TX 75001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PRICING SHEET: NIGP CODE 9520701

1.0 PRICING:

SERVICE ITEM DESCRIPTION

COLLECTION

- 1.1 Collection for Urine only: \$ 17.00 per collection
- 1.2 Collection for Breath Alcohol only: \$ 32.00 per collection
- 1.3 Collection for Urine and Breath Alcohol: \$ 49.00 per collection

SPECIMEN TESTING/ANALYZATION/MEDICAL REVIEW OFFICER SERVICES

- 1.4 Urine specimen analyzed for drugs and their metabolic derivatives, Marijuana (THC), Cocaine, Amphetamines, Opiates and Phencyclidine \$ 20.00 per test
- 1.5 Breath Alcohol Test shall be performed to determine an alcohol concentration of 0.02, or greater: \$ 0.00 (included in test) per test
- 1.6 Medical Review Officer Services: \$ 5.00 per test

List below, those biological collection centers which your firm will utilize in the performance of this contract, inclusive of physical address of each facility, appropriate telephone number and the hours/days of operation:

<u>Collection Center Name And Physical Address</u>	<u>Telephone # Contact</u>	<u>Hours/day of Operation</u>
Airport Clinic 1818 E. Sky Harbor Circle N., Bldg. 2, Suite 150, Phoenix, AZ 85034	602-244-9500 / Rita Sanchez	24 Hours, 7 Days a Week
Midtown Clinic 901 E. Jefferson St. Suite 2, Phoenix, AZ 85034	602-261-7888 / Sue Wentworth	8 am – 5 pm, M-F
Tempe Clinic 950 W. Southern Ave, Tempe, AZ 85282	480-968-7200 / Tanya Wattenberg	7:30 am – 6 pm, M-F
Val Vista Clinic 1959 S Val Vista Drive, Mesa, AZ 85204	480-545-1398 / Ryan Allen	8 am – 5 pm, M-F
Mesa Clinic 1710 W Southern Ave, Mesa, AZ 85202	480-644-7900 / Chris Lara	7 am - 7 pm, M-F 8 am - 5 pm, Saturday

CONCENTRA HEALTH SERVICES, 5080 SPECTRUM DRIVE, ADDISON, TX 75001

Northwest Clinic 7400 W Olive Ave Ste 1, Peoria, AZ 85345	623-487-8598 / Kelley Darnell	7 am – 6 pm, M-F
West Clinic 3532 W Thomas Rd Ste 5, Phoenix, AZ 85019	602-272-7662 / Nicole Vermillion	7 am – 7 pm, M-F 8 am – 5 pm, Saturday
Metro Clinic 12808 N Black Canyon Highway, Phoenix, AZ 85029	602-375-1155 / Sherri Hall	7 am – 7 pm, M-F
Southwest Clinic 5340 W Buckeye Rd Ste 3, Phoenix, AZ 85043	602-233-2117 / Tara Joyner	6 am – 6 pm, M-F
Scottsdale Clinic 14747 N Northsight Blvd., Ste 101-105, Scottsdale, AZ 85260	480-922-4776 / Shannon Presley	8 am – 5pm, M-F

Terms: Net 30

Vendor Number: W000009032 X

Telephone Number: 800-232-3550 or **480-922-4776**

Fax Number: 972-725-6439

Contact Person: ~~Allison Egan~~ **Leslie Likes**

E-mail Address: ~~Allison_egan@concentra.com~~ leslie_likes@concentra.com

Company Web Site: www.concentra.com

Contract Period: To cover the period ending **February 28, 2010.**

CONTRACT AWARD EFFECTIVITY DATE 3/01/07.