



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE , 2nd Floor – Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
<http://www.co.escambia.fl.us/purchasing>

CLAUDIA SIMMONS
Chief, Purchasing

CERTIFICATION OF CONTRACT

TITLE: Drug and Alcohol Testing Services

CONTRACT NO.: PD 06-07.023

AWARD DATE: 3/26/2007

EFFECTIVE DATE: 3/26/2007 – 3/25/2010

AWARD: That the Board award a three-year, fixed price, contract for “Drug and Alcohol Testing Services, PD 06-07.023”, to Behavioral Health Systems, Inc., Inc., for an annual total of approximately \$30,000, in accordance with the terms and conditions of the solicitation, with funding available from Fund 001 (General Fund), Cost Center 140601 and Fund 501 (Internal Service Fund), Cost Center 140838.

STATUS: Three-year Fixed Price

CONTRACTOR(S): Behavioral Health Systems, Inc.

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF KATHY SPENCER, (850) 595-4983, SUNCOM (850) 695-4983, E-MAIL: kathy_spencer@co.escambia.fl.us

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on **March 26, 2007**, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of **Drug and Alcohol Testing Services** as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81** , all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

PRICE SCHEDULE

DESCRIPTION	PRICE
Testing – Includes collection, initial test, confirmation, medical review and reporting	\$ <u>30.00</u> per test (alcohol)
	\$ <u>23.50</u> per test (drug)
	\$ <u>23.50</u> per test (drug) for employees subject to FDLE requirements
Random Selection Procedure:	
Set-up Fee	\$ <u>0</u>
Maintenance Fee	\$ <u>0</u>
Education Materials (Approximately 1500 employees)	\$ <u>.40 per employee</u>
On-Site Supervisory Workshops (Four Annually)	\$ <u>250.00 per workshop</u>
Supervisory Training Materials	\$ <u>0</u>
BCC Policy Reviews and Updates	\$ <u>0</u>
Consulting (One on-site per quarter with HR Director)	\$ <u>0</u>
Consecutive Quarterly Supervisory Workshops and Quarterly on-site consultations with HR Director.	\$ <u>250.00</u> per Qtr/Workshop
Deposition and Legal Testimony	\$ <u>150.00</u> per hour (Not to exceed \$ <u>500.00</u> per day, <u>to include</u> travel and related expenses.

ORDERING INSTRUCTIONS

Behavioral Health Systems, Inc.

ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: **63-1007625**

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: **020200**

VENDOR NAME: **Behavioral Health Systems, Inc.**

STREET ADDRESS OR P.O. BOX: **Two Metroplex Drive, Suite 507**

CITY, STATE, ZIP CODE: **Birmingham, AL 35209**

CONTACT PERSON: **Danny L. Cooner**

TOLL FREE#: **(800) 245-1150** PHONE #: **(205) 443-5450** FAX#: **(205) 879-1095**

E-MAIL ADDRESS: **dcooner@BHS-Inc.com**

HOME PAGE ADDRESS: **www.BHS-Inc.com**

EMERGENCY CONTACT PERSON: **Danny L. Cooner**

PHONE#: CELL#: **(205) 541-8752** PAGER#:

DISASTER SERVICE CONTACT PERSON: **Danny L. Cooner**

HOME ADDRESS:

HOME PHONE#: _____ CELL#: **(205) 541-8752** PAGER#: _____

TERMS OF PAYMENT: **NET 30 DAYS**

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: **No**

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: **No**



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

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CLAUDIA SIMMONS
Chief, Purchasing

February 16, 2007

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Invitation to Bid:

Drug and Alcohol Testing Services, Specification Number PD 06-07.023

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum #1 provides for:

- (1) Cover Sheet: 3rd paragraph, correct spelling from SHPA to SAPA Certification
Replace Cover Sheet with the attached revised page.
- (2) Page 4 – Bid Form: Revised descriptions under **Random Selection Procedure**
Replace page 4 with the attached revised page.
- (3) Page 22: Added paragraph 1.2.a and revised bottom of paragraph 1.6
Replace page 22 with the attached revised page
- (4) Page 23: Added paragraph 2.1.a - replace page 23 with the attached revised page.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your Bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Kathy Spencer
Purchasing Agent III

SIGNED: _____

COMPANY: _____

KS:mgd

ADDENDUM #1

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Drug and Alcohol Testing Services
SPECIFICATION PD 06-07.023

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- NOTARIZED SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE.
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES (IF APPLICABLE)
- **SHPA SAPA CERTIFICATION OR SIMILAR CERTIFICATION**
- COPY OF MRO OFFICER CERTIFICATION
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?
- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.

DO NOT RETURN WITH YOUR BID
Addendum #1

BID FORM
Specification Number PD06-07.023
Drug and Alcohol Testing Services

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Drug and Alcohol Testing Services** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DESCRIPTION	PRICE
Testing – Includes collection, initial test, confirmation, medical review and reporting	\$ _____ per test (alcohol)
	\$ _____ per test (drug)
	\$ _____ per test (drug) for employees subject to FDLE requirements.

Random Selection Procedure:

Set-up Fee	\$ _____
Maintenance Fee	\$ _____
Educational Materials (Approximately 1500 employees)	\$ _____
On-Site Supervisory Workshops (Four Annually)	\$ _____
Supervisory Training Materials	\$ _____
BCC Policy Reviews and Updates	\$ _____
Consulting (One on-site per quarter with HR Director)	\$ _____
Consecutive Quarterly Supervisory Workshops and Quarterly on-site consultations with HR Director.	\$ _____
Deposition and Legal Testimony	\$ _____ per hour (Not to exceed \$ _____ per day, to include travel and related expenses)

SAPA Certification or Similar Certification [] Yes [] No

Please list Certification _____

Medical Review Officer _____
 Name of MRO

24 hour contact telephone number: _____ () _____

Testing Location _____
 (Local Testing Service within Escambia County)

SCOPE OF WORK
PD 06-07.023
DRUG AND ALCOHOL TESTING SERVICES

Provider agrees as follows:

- 1.1 To provide the County with their services for the purpose of complying with the rules issued by the Department of Transportation at 49 CFR Parts 382, 391, 392, and 40, in regard to drug and alcohol breath testing for current and prospective employees who operate commercial motor vehicles in the course of County employment and who are subject to commercial driver's license requirements.
- 1.2 All drug and alcohol testing will be done at the contractor's facility. Results are to be provided to the County within 24-36 hours after the test. The required times and days for drug and alcohol testing is twenty-four hours, seven day a week; but most are done Monday through Friday from 7:00 a.m. to 5:00 p.m.
- 1.2.a **Educational materials shall be printed pamphlets covering the topics of Substance Abuse and Drug Testing**
- 1.3 Random Selection Procedures – The County will send the names of the employees eligible for random drug and alcohol testing. There are two selection pools to be maintained. One pool (DOT) has approximately 230 employees and the other (Non-DOT) has approximately 320 employees. The DOT pool will be submitted monthly and the Non-DOT pool will be submitted on a quarterly basis to the Provider. The Provider will enter the employees' names into their computer and the computer program will randomly select the employees that are to be tested. The DOT pool draws 50% for drug testing and 10% for alcohol testing. The Non-DOT pool draws 50% for drug testing. There will be approximately 275 random drug tests per year and 25 alcohol tests per year. The Provider will handle the entire selection procedure. Set-up fees are for the initial set-up of a database of employees.
- 1.4 To provide the County with their services for the purpose of compliance with the County's Substance Abuse Policy, adopted December 16, 1997 and amended July 28, 1998, June 22, 1999, and October 7, 1999, or more current version.
- 1.5 The Provider must maintain appropriate professional certification, e.g. Substance Abuse Professional Administration (*SAPA*) Certification, or similar certification. Additionally, medical review officers, collection site persons, breath alcohol technicians, substance abuse professionals, laboratories and evidential breath testing devices must meet and maintain the standards set forth in 49 CFR 40. (For additional information on SAPA you can go to their web site: www.sapacc.org)
- 1.6 To perform drug screens by emit with reflexive gas chromatography/mass spectrophotometer (GC/MS) confirmation of all positive test results. **To perform alcohol testing as outlined in 49 CFR Part 40.** The following drugs shall be included in the screening: amphetamines, cocaine, marijuana, opiates, and phencyclidine. Employees subject to the Florida Department of Law Enforcement (FDLE) requirements shall additionally be screened for barbiturates, benzodiazepines, and methaqualone. **The provider will perform the Health Professional Panel drug screens for employees when management believes there is reasonable suspicion of substance abuse and for post accident purposes. Facilities shall be available for after hours testing for suspicion of substance abuse or post accident testing.**

~~To perform alcohol testing to consist of standard blood procedure or use of a breath analyzer.~~

- 1.7
 - a. To make available the services of Medical Review Officer (MRO), who is a licensed doctor of medicine with knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures. The MRO will verify test results and possess the necessary medical training to interpret and evaluate an individual's positive test result in relation to that person's medical history or any other relevant biomedical information.
 - b. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not disclose to the County or any third party medical information provided by a tested individual to the MRO unless permitted by regulation or, in the MRO's reasonable judgment, the information indicates that performance by the individual could pose a significant safety risk.
- 1.8 All results and records received by the Provider will be kept on file as required by law. Results of the testing program and the test cutoff levels for all employees will be reported to designated management representatives via electronic mail.
- 1.9 To be available for expert testimony in the event of legal challenge to validity of results as requested by the County.
- 2.0 At least one on-site supervisory workshop per quarter. **This training should last at least two, but no more than four hours.** Florida DOT requires supervisors to be trained at least 60 minutes on alcohol misuse and receive at least an additional 60 minutes of training on controlled substance use. Supervisors will use this training to determine whether or not reasonable suspicion exists. **The Florida DOT training will be held twice annually and shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.** The County will designate additional training topics.
- 2.1 The Provider shall consult with the County Human Resources Department and Legal Department upon request and meet on-site with the Human Resources Director once per quarter.
 - 2.1.a Provider may consecutively schedule the on-site Supervisory Workshops and the quarterly on-site consultations with the Human Resources Director.**
- 2.2 Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, principal-agent or employer-employee, and neither party shall have the power to bind the other whatsoever beyond the terms of this Agreement.
- 2.3 This Agreement shall be for three (3) years, unless terminated in accordance with the Special Terms and Conditions.
- 2.4 If during the term of this Agreement there is a significant change in the requirements as a result of regulatory or statutory changes, both parties agree to renegotiate the services and fees provided herein.
- 2.5 The parties hereto agree the terms hereof are to be construed according to Florida law and that venue for any action arising hereunder shall be appropriate in Escambia County, Florida, where the services provided for herein shall be deemed to be rendered.
- 2.6 Pursuant to the requirements of Florida Law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, the County's performance and obligations to fund this Agreement shall be contingent on an annual appropriation by Escambia County Board of County Commissioners.

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Drug and Alcohol Testing Services
SPECIFICATION PD 06-07.023**

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ONLY.**

DO NOT RETURN WITH YOUR BID

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

Drug and Alcohol Testing Services

SPECIFICATION NUMBER PD 06-07.023

BIDS WILL BE RECEIVED UNTIL: 11:00 A.M. CST, THURSDAY, FEBRUARY 22, 2007
Non-Mandatory Pre-Solicitation Conference, 10:00 a.m., Tuesday, February 13, 2007

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591**

Board of County Commissioners

Kevin W. White, Chairman
Marie Young, Vice Chairman
Grover Robinson IV
Gene Valentino
Mike Whitehead

**From:
Claudia Simmons
Chief, Purchasing**

Procurement Assistance:

Kathy Spencer
Purchasing Agent III
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4983
Fax: (850) 595-4805

Technical Assistance:

Kevin Jones, HR Associate II, Employee Relations
Faye Dees, HR Supervisor
Human Resources
221 Palafox Pl. Room 200
Pensacola, FL 32502
Tel: (850) 595-4961
Fax: (850) 595-4966

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**DRUG AND ALCOHOL TESTING SERVICES
PD 06-07.023**

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Forms marked with a (** Double Asterisk) should be returned with Offer.**

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Exhibit "A"	

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Kathy Spencer

Purchasing Agent III

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32597-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid

Drug and Alcohol Testing Services

SOLICITATION NUMBER: PD 06-07.023

SOLICITATION

MAILING DATE: Monday, February 5, 2007

PRE-BID CONFERENCE: Tuesday, February 13, 2007 10:00 a.m. CST

OFFERS WILL BE RECEIVED UNTIL: 11:00 a.m., Thursday February 22, 2007 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED N/A

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

* _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

County Administrator

Date

By _____

Signature of Person Authorized to Sign

Date

WITNESS _____

Date

ATTEST: _____

Corporate Secretary

Date

WITNESS _____

Date

[CORPORATE SEAL]

ATTEST: _____

Witness

Date

Awarded Date _____

ATTEST: _____

Witness

Date

Effective Date _____

BID FORM
Specification Number PD06-07.023
Drug and Alcohol Testing Services

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Drug and Alcohol Testing Services** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DESCRIPTION	PRICE
Testing – Includes collection, initial test, confirmation, medical review and reporting	\$ _____ per test
	(alcohol)
	\$ _____ per test
	(drug)
	\$ _____ per test
	(drug) for employees subject to
	FDLE requirements

Random Selection Procedure:

Set-up Fee	\$ _____
Maintenance Fee	\$ _____
Education Materials (Approximately 1500 employees)	\$ _____
On-Site Supervisory Workshops (Four Annually)	\$ _____
Supervisory Training Materials	\$ _____
BCC Policy Reviews and Updates	\$ _____
Consulting (One on-site per quarter with HR Director)	\$ _____
Deposition and Legal Testimony	\$ _____ per hour (Not to exceed \$ _____ per day, plus reasonable travel and related expenses)

SAPA Certification or Similar Certification [] Yes [] No

Please list Certification _____

Medical Review Officer _____
Name of MRO

Testing Location _____
 (Local Testing Service within Escambia County)

24 hour contact telephone number: _____ () _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

Terms of Payment

(Check one) Net 30 Days ___ 2% 10th Prox ___

Will your company accept Escambia County Purchasing
Cards? Yes ___ No ___.

Will your company accept Escambia County Direct
Payment Vouchers? Yes ___ No ___.

County Permits/Fees required for this project:

Permit _____ Cost _____
 NONE KNOWN

Bid Form Continued..

PD 06-07.023
Drug and Alcohol Testing Services

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

Purchasing Agreements with Other Governmental Agencies

Accept provisions of purchase agreement with other governmental agencies Yes No

Signature: _____

Qualifications (As per #17 of Special Conditions):

A. Previous Contracts:

- 1.
- 2.
- 3.
- 4.

B. List of facilities to do work:

- 1.
- 2.
- 3.

C. List Medical Review Officer:

D. Substance Abuse Professional Certification or Similar type certification

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 19_____

Personally known _____

OR produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.co.escambia.fl.us/purchasing>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers= Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

23. **Distribution of Certification of Contract**
24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, 2nd Floor, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101 Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 06-07.023, “Drug and Alcohol Testing Services”, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

Escambia County is seeking a qualified company to provide drug and alcohol testing on current and prospective employees of Escambia County.

2. Procurement Questions

Procurement questions may be directed to Kathy Spencer, P.A. III, Phone: (850) 595-4983, Fax: (850) 595-4805. Technical questions may be directed to: Kevin Jones, HR Associate II, for Employee Relations or Faye Dees, HR Supervisor, Phone: (850) 595-4961 Fax: (850) 595-4966.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. Pre-Solicitation Conference

A Pre-Solicitation Conference will be held at the Office of Purchasing, 2nd Floor, Matt Langley Bell III Building, 213 Palafox Place, Pensacola, Florida 32502 in Conference Room #11.407, on Tuesday, February 13, 2007, 10:00 a.m. CST. All Bidders are encouraged to attend.

5. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

6. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

Contract Information

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective March 1, 2004, upon execution by both parties and extend for a period of thirty-six (36) months. If there are any changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

12. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for two (2) price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be accepted by the County's designated representative. Adjustment in price shall be accomplished by written amendment to this contract.

14. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

15. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

16. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

17. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. List previous contracts of similar work with contact person, name of company and telephone number.
2. List of facilities available to do the work.
3. List Medical Review Officer (Must be licensed doctor of medicine.)
4. Substance Abuse Professional Administration Certification or similar type certification.

Failure to submit the above requested information may be cause for rejection of your offer.

18. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

19. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

20. **Award**

Award shall be made on an "all-or-none total" basis.

21. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

22. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

23. **Quantity**

Number of times the service is required will vary during the term of this contract. The service will be requested by Escambia County on an "as needed" basis.

Insurance Requirements

24. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Minimum limits of \$1,000,000 per occurrence for general liability and \$500,000 per occurrence for automobile liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Kathy Spencer, P.A. III
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SCOPE OF WORK
PD 06-07.023
DRUG AND ALCOHOL TESTING SERVICES

Provider agrees as follows:

- 1.1 To provide the County with their services for the purpose of complying with the rules issued by the Department of Transportation at 49 CFR Parts 382, 391, 392, and 40, in regard to drug and alcohol breath testing for current and prospective employees who operate commercial motor vehicles in the course of County employment and who are subject to commercial driver's license requirements.
- 1.2 All drug and alcohol testing will be done at the contractor's facility. Results are to be provided to the County within 24-36 hours after the test. The required times and days for drug and alcohol testing is twenty-four hours, seven day a week; but most are done Monday through Friday from 7:00 a.m. to 5:00 p.m.
- 1.3 Random Selection Procedures – The County will send the names of the employees eligible for random drug and alcohol testing. There are two selection pools to be maintained. One pool (DOT) has approximately 230 employees and the other (Non-DOT) has approximately 320 employees. The DOT pool will be submitted monthly and the Non-DOT pool will be submitted on a quarterly basis to the Provider. The Provider will enter the employees' names into their computer and the computer program will randomly select the employees that are to be tested. The DOT pool draws 50% for drug testing and 10% for alcohol testing. The Non-DOT pool draws 50% for drug testing. There will be approximately 275 random drug tests per year and 25 alcohol tests per year. The Provider will handle the entire selection procedure. Set-up fees are for the initial set-up of a database of employees.
- 1.4 To provide the County with their services for the purpose of compliance with the County's Substance Abuse Policy, adopted December 16, 1997 and amended July 28, 1998, June 22, 1999, and October 7, 1999, or more current version.
- 1.5 The Provider must maintain appropriate professional certification, e.g. Substance Abuse Professional Administration (*SAPA*) Certification, or similar certification. Additionally, medical review officers, collection site persons, breath alcohol technicians, substance abuse professionals, laboratories and evidential breath testing devices must meet and maintain the standards set forth in 49 CFR 40. (For additional information on SAPA you can go to their web site: www.sapacc.org)
- 1.6 To perform drug screens by emit with reflexive gas chromatography/mass spectrophotometer (GC/MS) confirmation of all positive test results. **To perform alcohol testing as outlined in 49 CFR Part 40.** The following drugs shall be included in the screening: amphetamines, cocaine, marijuana, opiates, and phencyclidine. Employees subject to the Florida Department of Law Enforcement (FDLE) requirements shall additionally be screened for barbiturates, benzodiazepines, and methaqualone. **The provider will perform the Health Professional Panel drug screens for employees when management believes there is reasonable suspicion of substance abuse and for post accident purposes.**

To perform alcohol testing to consist of standard blood procedure or use of a breath analyzer.

- 1.7
 - a. To make available the services of Medical Review Officer (MRO), who is a licensed doctor of medicine with knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures. The MRO will verify test results and possess the necessary medical training to interpret and evaluate an individual's positive test result in relation to that person's medical history or any other relevant biomedical information.
 - b. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not disclose to the County or any third party medical information provided by a tested individual to the MRO unless permitted by regulation or, in the MRO's reasonable judgment, the information indicates that performance by the individual could pose a significant safety risk.
- 1.8 All results and records received by the Provider will be kept on file as required by law. Results of the testing program and the test cutoff levels for all employees will be reported to designated management representatives via electronic mail.
- 1.9 To be available for expert testimony in the event of legal challenge to validity of results as requested by the County.
- 2.0 At least one on-site supervisory workshop per quarter. **This training should last at least two, but no more than four hours.** Florida DOT requires supervisors to be trained at least 60 minutes on alcohol misuse and receive at least an additional 60 minutes of training on controlled substance use. Supervisors will use this training to determine whether or not reasonable suspicion exists. **The Florida DOT training will be held twice annually and shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.** The County will designate additional training topics.
- 2.1 The Provider shall consult with the County Human Resources Department and Legal Department upon request and meet on-site with the Human Resources Director once per quarter.
- 2.2 Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, principal-agent or employer-employee, and neither party shall have the power to bind the other whatsoever beyond the terms of this Agreement.
- 2.3 This Agreement shall be for three (3) years, unless terminated in accordance with the Special Terms and Conditions.
- 2.4 If during the term of this Agreement there is a significant change in the requirements as a result of regulatory or statutory changes, both parties agree to renegotiate the services and fees provided herein.
- 2.5 The parties hereto agree the terms hereof are to be construed according to Florida law and that venue for any action arising hereunder shall be appropriate in Escambia County, Florida, where the services provided for herein shall be deemed to be rendered.
- 2.6 Pursuant to the requirements of Florida Law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, the County's performance and obligations to fund this Agreement shall be contingent on an annual appropriation by Escambia County Board of County Commissioners.

- 2.7 Provider agrees to invoice County for services provided under this Agreement on a monthly basis.
- 2.8 PROVIDER shall submit two (2) copies of its monthly invoice to County on or before the 25th day of each month for work performed during the previous month. The invoice shall be itemized and on a form approved by the Clerk of the Circuit Court's Finance Office.
- 2.9 County shall, within thirty (30) days after approval of the invoice, pay the Provider the amounts approved.
- 3.0 In addition to the federal statutes mentioned previously, the Provider shall remain current with Florida Legislation and comply with all federal, state and local ordinances, including but not limited to:
1. The Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards.
 2. Florida Statutes, Chapter 440, Workers' Compensation, particularly with respect to sections regarding the drug free work place.
 3. Florida Administrative Code, Rules 38F and 38I.
 4. Escambia County Substance Abuse Policy (Exhibit "A")
- 3.1 The Provider acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Provider fails to abide by the provision of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Provider and its surety, if any, seven (7) days written notice, during which period the Provider still fails to allow access to such documents, terminate the employment of the Provider, in such case, the Provider shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Provider (excluding monies owed the Provider for subcontractor work).
- 3.2 Neither the Provider nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County, gifts, entertainment, payments, loans, or other gratuities. The Provider acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Provider, the Provider agrees to abide with such statutes.
- 3.3 The Provider hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Provider now has or will have. Said disclosure shall be made by the Provider contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Provider. The Provider at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failures to abide by this section shall result in the immediate termination of this Agreement.
- 3.4 All other provisions, which, by their inherent character, sense, and context are intended to survive termination of this Agreement, and shall survive the termination of this Agreement.

- 3.5 The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 3.6 The Provider shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Provider shall observe all rules and regulations, of federal, state, and local officials relating to the subject matter of this Agreement.
- 3.7 The failure of the Provider or the County to insist upon the strict performance of the terms, and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.