

Date: 05/30/2018

Solicitation #: DJJ ITB #10595

Subject: Statewide Drug Screen Testing Services

This Invitation to Bid (ITB) is issued by the State of Florida, Department of Juvenile Justice (Department or DJJ), to select a Respondent to provide Statewide Drug Screen Testing services. The ITB package consists of this transmittal letter with the following attachments and exhibits (some of which are not included but are available electronically as noted):

PUR 1000[1]	General Contract Conditions - Incorporated by Reference ¹
PUR 1001[1]	General Instructions to Respondents - Incorporated by Reference ¹
Attachment A	Special Conditions - General Instructions to Respondents
Attachment B	General Instructions for the Preparation and Submission of Bids
Attachment C	Certificate of Experience (Mandatory)
Attachment D	Client Contact Form (Mandatory)
Attachment E	(Reserved)
Attachment F	Price Sheet (Mandatory)
Attachment G	Sample Contract ²
Attachment H	(Reserved)
Attachment I	Tie Breaking Certifications ³
Attachment J	(Reserved)
Attachment K	Drug-Free Workplace Certification ²
Attachment L:	Services to be Sought

Exhibit #1: Personnel Facility Sites/Locations

¹Available at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

²Available at: <http://www.djj.state.fl.us/providers/contracts/index.html>

³Uploaded as a separate document from the ITB and posted on the Vendor Bid System.

Respondents shall comply fully with the instructions on how to respond to the ITB. Respondents shall label Bids as "**DJJ SOLICITATION NUMBER 10595**" using the label form included in this ITB on the envelope(s) containing the Bid. The purpose of labeling the envelope is to put the Department's mailroom on notice that the package is a bid in response to a DJJ solicitation and should not be opened except by the Department's Bureau of Procurement and Contract Administration at the specified date and time.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a bid. All communications from Respondents shall be in writing (by e-mail, facsimile or mail), and cite the subject solicitation number and be directed to the attention of the Procurement Manager below.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid documents or the attendance at any related meeting or bid opening. If accommodations are needed because of a disability, please contact the Bureau of Procurement and Contract Administration at least five business days prior to the meeting.

In addition to other criteria set forth in this solicitation document, any Respondent, and any and all subsidiaries of the Respondent, that have had a contract/rate agreement terminated by the Department for cause is subject to the provisions below. The twelve (12) month period shall begin with the effective date of termination for cause, as delineated in the termination letter from the Department.

1. If terminated for cause in the last twelve (12) month period preceding the Date Written Bids Are Due and Opened for this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to submit a bid, proposal or reply to the solicitation.
2. If terminated for cause in the last twelve (12) month period preceding the Anticipated Date of the Rate Agreement Award resulting from this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to receive a Rate Agreement award.
3. The above applies regardless of the business structure (for profit/not for profit) or the dates the Respondent or subsidiary were created.

Per section 985.632, F.S., the Department is required to evaluate its' programs annually to ensure program services are performed according to the minimum standards established in the Rate Agreement. If a current Department Provider fails to provide the contracted services according to the minimum standards established in the Rate Agreement, and the Department cancel's or terminates the Rate Agreement for this failure, the Respondent's bid, proposal or reply to a solicitation for the canceled service will be ruled disqualified. The Department is unable to contract with the Respondent for the canceled service for a period of twelve (12) months from the date of Contract termination. The Department will also rule a previous Department Provider ineligible to submit a bid, proposal or reply to a solicitation if the twelve (12) month period has not ended.

The "One Florida Initiative" was developed in an effort to increase diversity and opportunities in state contracting without using discriminatory policies. If a Respondent(s) is awarded a Rate Agreement resulting from this solicitation, answers to the following questions are due to the Department prior to the Rate Agreement execution:

1. Does your organization have a Small Business Administration 8(a) certification? Yes (Y) / No (N)
If Y, then proceed no further with these questions.
2. Is your organization a non-profit? Y/N
If Y, then proceed no further with these questions.
3. Does your organization have more than 200 permanent full-time employees (including the permanent full-time staff of any affiliates)? Y/N
If Y, then proceed no further with these questions.
4. Does your organization have a net worth of \$5 million or more (including the value of any affiliates)? Y/N

Sincerely,

Dominique Wimberly
Procurement Manager
Department of Juvenile Justice
Phone: (850) 717-2606
Email: Dominique.Wimberly@djj.state.fl.us

ATTACHMENT A

General Instructions to Respondents – Special Conditions

Contents

1. **Definitions**
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1. **DEFINITIONS**

The definitions found in Rule 60A-1001, Florida Administrative Code (F.A.C.) shall apply to this agreement. The following additional terms are also defined:

- (a) “Department” means the Department of Juvenile Justice that has released the solicitation.
- (b) “Procurement Manager” means the Department’s contracting personnel, as identified in the procurement.
- (c) “Respondent” means the business organization or entity providing the services and commodities specified in the bid.
- (d) “Respondent” means the entity that submits materials to the Department in accordance with these Instructions.
- (e) “Bid” means the material submitted by the Respondent in answering the solicitation.
- (f) “Provider” means the business organization or entity providing the service/commodities under the Rate Agreement resulting from the ITB award of a Respondent.

2. **GENERAL INSTRUCTIONS**

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare bids accordingly.

3. **SUBMISSION OF BIDS**

Bids are required to be submitted according to the instructions in Attachment B of the solicitation.

4. **TERMS AND CONDITIONS**

All bids are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- (a) Invitation to Bid
- (b) Special Conditions – General Instructions to Respondents (Attachment A)
- (c) Instructions to Respondents (PUR 1001[1])
- (d) General Conditions (PUR 1000[1])
- (e) Introductory Materials

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's bid. In submitting its bid, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

5. QUESTIONS

Respondents shall address all questions to the Procurement Manager. Questions must be submitted according to the instructions in Attachment B of the solicitation.

6. CONFLICT OF INTEREST

This solicitation is subject to chapter 112, Florida Statutes (F.S.). Respondents shall disclose within their bid the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent or its affiliates.

7. CONVICTED VENDORS

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- (a) submitting a bid on a contract to provide any goods or services to a public entity;
- (b) submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submitting bids on leases of real property to public entity;
- (d) being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- (e) transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017, F. S.

8. DISCRIMINATORY VENDORS

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F. S., may not:

- (a) submit a bid on a contract to provide any goods or services to a public entity;
- (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids on leases or real property to a public entity;
- (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- (e) transact business with any public entity.

9. SCRUTINIZED COMPANIES LIST

In submitting a bid or proposal, the Respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or engaged in business operations in Cuba or Syria. Pursuant to paragraph 287.135(3)(b), F. S., the Provider agrees the Department may immediately terminate the resulting Contract for cause if the Provider is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

10. RESPONDENT'S REPRESENTATION AND AUTHORIZATION

In submitting a Bid, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its Bid a written explanation of why it cannot do so).

- (a) The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- (b) To the best of the knowledge of the person signing the Bid, the Respondent, its affiliates, subsidiaries, directors, officers, and employees have not in the last ten years been convicted or found liable for any act prohibited by law in any public contract.
- (c) The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under this and/or any other contract.

- (d) The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- (e) The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximated, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- (f) The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), F. S.), and all directors, officers and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract. This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
- (g) Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - 1) Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged with: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal or state or local government transaction or public contract; violation of antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - 2) Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- (h) The product offered by the Respondent will conform to the specifications without exception.
- (i) The Respondent has read and understands the Rate Agreement terms and conditions (Attachment G), and the submission is made in conformance with those terms and conditions.
- (j) If an award is made to the Respondent, the Respondent agrees to be legally bound to the Rate Agreement that is formed with the State.
- (k) The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Bid.
- (l) The Respondent shall indemnify, defend and hold harmless the Department and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the Respondent's preparation of its bid.
- (m) All information provided by and representations made by the Respondents are material and important and will be relied upon by the Department in awarding the Rate Agreement. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F. S.

11. **PERFORMANCE QUALIFICATIONS**

The Department reserves the right to investigate or inspect at any time whether the services, qualifications, or facilities offered by the Respondent meet the anticipated Rate Agreement requirements. Respondent shall at all times during the resulting Rate Agreement term remain responsive and responsible. Respondent must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the delivery of services. If the Department determines that the conditions of the solicitation documents are not complied with, or that the services proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the Bid or terminate the Rate Agreement. The Respondent may be disqualified from receiving awards if the Respondent, or anyone in Respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the Rate Agreement, but should the Department elect to do so, the Respondent is not relieved from fulfilling all Rate Agreement requirements.

12. PUBLIC OPENING

Bids shall be opened on or about the date and at the location indicated in Attachment B. Respondents may, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to paragraph 119.07(6)(m), F. S. Any person requiring a special accommodation because of a disability should contact the Procurement Manager at least five workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service at (800) 955-8771 (TDD).

13. ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

On or about the date indicated in Attachment B, the Department shall electronically post a notice of intended award at http://myflorida.com/apps/vbs/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within seventy-two (72) hours after the electronic posting. The Department shall not provide tabulations or notices of award by telephone.

14. FIRM BID

The Department may make an award within one hundred twenty (120) days after the date of the opening, during which period, bids shall remain firm and shall not be withdrawn (cancelled). If an award is not made within one hundred twenty (120) days, the bid shall remain firm until either the Department awards the Rate Agreement or the Department receives written notice from the Respondent that the Bid is withdrawn (cancelled).

15. CLARIFICATIONS/REVISIONS

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Respondents deemed eligible for the Rate Agreement award. Failure to provide the requested information may result in rejection of the Bid.

16. MINOR IRREGULARITIES/RIGHT TO REJECT

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any Bid not submitted in the manner specified by the solicitation documents.

17. CONTRACT FORMATION

The Department shall issue a notice of award, if any, to the successful Respondent(s) by posting on the Vendor Bid System; however, no Rate Agreement shall be formed between Respondent and the Department until the Department signs the Rate Agreement. The Department shall not be liable for any costs incurred by a Respondent in preparing or producing its Bid or for any work performed before the Rate Agreement is effective.

18. CONTRACT OVERLAP

Respondents shall identify any services covered by this solicitation that they are currently authorized to furnish under any state term Rate Agreement. By entering into the Rate Agreement, a Provider authorizes the Department to eliminate duplication between agreements in the manner the Department deems to be in its best interest.

19. PUBLIC RECORDS

Article 1, Section 24, Florida Constitution, guarantees every person access to public records. Florida law generously defines what constitutes a public record in section 119.07, F. S. As such, all Bids to a competitive solicitation are public records unless exempt by law. If a Respondent believes that its Bid contains information that should not be a public record, the Respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

20. CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

The Department takes its public records responsibilities, as provided under chapter 119, F. S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, F. S., the Florida Constitution or other authority, the Respondent must also simultaneously provide the Department with a separate redacted copy of its proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation

for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Respondent submits its proposal to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Respondent shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Respondent fails to submit a Redacted Copy with its proposal, the Department is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

21. PROTESTS

Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), F.S., and Rule 28-110, F.A.C. Questions to the Procurement Manager shall not constitute formal notice of a protest. It is the Department's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

(a) Paragraph 120.57(3)(b), F.S., and Rule 28-110.003, F.A.C., require that a notice of protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation.

(b) Paragraph 120.57(3)(a), F.S., and Rule 28-110.005, F.A.C., requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in subsections 120.57(3), F. S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

22. CAPTIONS AND NUMBERING

The captions, section numbers, article numbers, title and headings appearing in this solicitation are inserted only as a matter of convenience and in no way, define, limit, construe or describe the scope or intent of such articles or sections of this solicitation, nor in any way effect this solicitation and shall not be construed to create a conflict with the provisions of this solicitation.

23. CONTACT DURING SOLICITATION

Pursuant to subsection 287.057(23), F. S., Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a bid.

24. SPECIAL CONDITIONS

Pursuant to Rule 60A-1.002(7), F.A.C., an agency may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over Form PUR 1000 and PUR 1001 unless the conflicting term is statutorily required, in which case the term contained in the form shall take precedence.

25. COOPERATION WITH INSPECTOR GENERAL

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. By submitting a bid to this solicitation, the Respondent acknowledges its understanding and willingness to comply with this requirement.

ATTACHMENT B

GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS

- I. **SOLICITATION NUMBER** 10595
- II. **SOLICITATION TYPE** Invitation to Bid: Statewide Drug Screen Testing Services
- III. **PROCUREMENT OFFICE** Dominique Wimberly, Procurement Manager
Bureau of Procurement and Contract Administration
Florida Department of Juvenile Justice
2737 Centerview Drive, Suite 1100
Tallahassee, Florida 32399-3100
Telephone: (850) 717-2606
E-Mail Address: Dominique.Wimberly@djj.state.fl.us

IV. GENERAL INFORMATION

A. Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. All references to "days" in this document refer to calendar days unless otherwise specified. If the Department finds it necessary to change any of these dates and/or times, the change will be accomplished by an addendum and will be posted on the "MyFlorida" website http://vbs.dms.state.fl.us/vbs/main_menu. All listed times are local time in Tallahassee, Florida (Eastern Daylight/Standard Time).

DATE	TIME	ACTION	WHERE
Wednesday, May 30, 2018	4:30 PM EDT	Release of ITB	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_main_menu
Wednesday, June 13, 2018	5:00 PM EDT	Last date and time written questions will be accepted.	Send to Dominique.Wimberly@djj.state.fl.us
Wednesday, June 27, 2018	5:00 PM EDT	Anticipated date that answers to written questions will be posted on the web site.	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_main_menu
Tuesday, July 10, 2018	2:00 PM EDT	Bids Due and Opened	Attention: Dominique Wimberly Department of Juvenile Justice Bureau of Procurement and Contract Administration 2737 Centerview Drive, Suite 1100 Tallahassee, FL 32399-3100
Wednesday, July 25, 2018	C.O.B.	Anticipated date of posting of Notice of Agency Decision	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_main_menu
Saturday, September 1, 2018		Anticipated Rate Agreement Start Date	

B. Time, Date and Place Bids are Due

It is **MANDATORY** that bids be received **NO LATER** than the date and time specified in the Calendar of Events (Section IV. A.), at the Department of Juvenile Justice (Department or DJJ) at the address identified in Section III of this Attachment.

Caution: A bid received at the designated office after the exact time specified will not be considered, as specified in Attachment B.

C. RESERVED

D. On or about the date specified in the Calendar of Events (Section IV. A.), the Department's Notice of Agency Decision will be posted on the "MyFlorida" website

http://myflorida.com/apps/vbs/vbs_www.main_menu. Click on "Search Advertisements," and use the drop-down list to select the Department of Juvenile Justice. Click "Initiate Search," select the ITB and double click on the ITB number. Call the Department's Procurement Manager at the telephone number listed in Section III if you have any questions regarding accessing the website.

- E. The Department reserves the right to modify non-material terms of the ITB prior to execution of the Rate Agreement resulting from this ITB, when such modification is determined to be in the best interest of the State of Florida.

V. MANDATORY REQUIREMENTS

The following requirements must be met by the Respondent to be considered responsive to this ITB. Although there are other criteria set forth in this ITB, these are the only requirements deemed by the Department to be mandatory. Failure to meet these requirements will result in a bid being rejected as non-responsive.

- A. It is **MANDATORY** that the Respondent submits its bid within the time frame specified in the Calendar of Events (Attachment B, Section IV.).
- B. It is **MANDATORY** that the Respondent draft and submit under Tab 1, a fully completed, originally signed Transmittal Letter that contains all the information required by Section XIX., A.
- C. It is **MANDATORY** that the Respondent complete and submit the Attachment C, Certificate of Experience under Tab 2. The Respondent must demonstrate two years of experience within the last five years of providing drug screen testing services that include sample collection, laboratory analysis, and reports.
- D. It is **MANDATORY** that the Respondent complete and submit the Attachment D, Client Contact Form, with a minimum of three references, under Tab 2. This list is required in order for the bid to be considered complete.
1. The Attachment D must be completed and submitted with **at least three** previous or current clients for whom the Respondent has provided drug screen testing services. Clients are expected to be businesses or other organizations and cannot be parents/guardians, students, or minors.
 2. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.
 3. The Department shall not be listed as a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment D.
 4. Hardcopies submitted within the bid or copies submitted electronically on the CD-ROM with the bid to the Procurement Manager are acceptable.
- E. It is **MANDATORY** that the Respondent sign and submit under Tab 3, a completed and signed copy of the Department's Attachment F, Price Sheet.

VI. SOLICITATION INFORMATION

- A. The term "Respondent" refers to
1. For the purposes of Attachment C, "Respondent" is defined to also include: any and all subsidiaries of the Respondent where the Respondent owns eighty percent (80%) or more of the common stock of the subsidiary; the parent corporation of the Respondent where the parent owns eighty percent (80%) or more of the common stock of the Respondent; and any and all subsidiaries of the parent corporation of the Respondent where the parent owns eighty percent (80%) of the common stock of the Respondent and the parent's subsidiaries.
 2. For all other purposes, the definition shall be as specified in Attachment A, 1.
- B. For the purposes of the Dun & Bradstreet (D&B) SQR (if applicable): the proposing entity ("Respondent") named in the Transmittal Letter and the DUNS number listed there must match the company name and DUNS number listed on the D & B SQR.
- C. Respondents submitting a hard copy bid shall submit the following:
1. An original (which shall be identified as "Original" on the cover, and shall bear an original signature(s) on the Respondent's Transmittal Letter) and three copies of the Respondent's bid; AND

2. A CD-ROM that contains the complete ITB saved in Microsoft Word, Excel, and/or PowerPoint. It is the intention of the Department to use the CD-ROM for purposes of electronic storage of the submission, and therefore it must contain the complete bid, with the exception of original signatures.
 3. Use of legible reproductions of signed originals is authorized for all copies of the bid unless specifically noted.
 4. See instructions for the ITB preparation in Attachment B, Section XIX and submittal information in Attachment B, Section IV.
 5. Evaluation and review of the bid will be based solely on information and documents submitted in the hard copy original.
 6. All dates in this procurement, and other ITB requirements, are subject to change. Modifications of the schedule or changes to the bid shall be provided through addendum or informational notice and posted on the website identified above. Prospective Respondents are responsible for checking the website for any changes.
- D. Electronic submissions by Respondents will be accepted submitting CD-ROMs to the Procurement Manager. Respondents submitting electronically shall submit the following:
1. Scanned copies of all documents that require original signatures.
 2. The Respondent's complete bid saved in Microsoft Word, Excel, and/or PowerPoint. It is the intention of the Department to use the CD-ROMs for purposes of electronic storage of the submission, and therefore, it must contain the complete bid.
 3. See instructions for proposal preparation in Attachment B, Section XIX and submittal information in Attachment B, Section IV.
 4. Evaluation and review of the bid will be based solely on information and documents submitted in Tabs 1-5.
 5. All dates in this procurement, and other ITB requirements, are subject to change. Modifications of the schedule or changes to the bid shall be provided through an addendum or informational notice, and posted on the website identified above. Prospective Respondents are responsible for checking the website for any changes.
- E. All dates in this procurement, and other ITB requirements, are subject to change. Modifications of the schedule or changes to the ITB shall be provided through an addendum or informational notice, and posted on the MyFlorida.com website at: http://www.myflorida.com/apps/vbs/vbs_main_menu. Respondents are responsible for checking the website for any changes.

VII. RESPONDENT'S QUESTIONS

INFORMATION WILL NOT BE AVAILABLE ORALLY. All inquiries shall be in writing and be sent to the Procurement Manager at Dominque.Wimberly@dj.state.fl.us, or by mail or by facsimile (850-414-1625) and shall be received by the date specified in the Calendar of Events (Section IV. A.). The Respondent is responsible for ensuring that the Procurement Manager received the inquiry. The Department will not take any further questions regarding the ITB document after close of business that day. The Department's responses to questions will be posted at http://www.myflorida.com/apps/vbs/vbs_main_menu as an addendum to this ITB on the date specified in the Calendar of Events (Section IV. A.). Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a bid.

VIII. NUMBER OF AWARDS

The Department anticipates the issuance of one award as a result of this solicitation. The award shall be made to a responsive and responsible Respondent.

IX. FAILURE TO EXECUTE RATE AGREEMENT

In the event no protest is filed within the prescribed time frame, the Department will commence preparation of the Rate Agreement with the intended Respondent. If, for any reason, the intended Respondent fails to execute a Rate Agreement within fifteen (15) consecutive calendar days after a Rate Agreement has been presented to it for signature, or if the Department determines that the Provider is ineligible to participate due to its being convicted of a Public Entity Crime, debarred, suspended or otherwise prohibited from receiving federal or state funds, the Department may (1) attempt to contract with the second ranked Respondent without posting of an additional Notice of Agency Decision or Addendum; (2) reject all bids and re-advertise the ITB; or (3) reject all bids. If the Department and the second ranked Respondent fail to execute a Rate Agreement, the Department may (1) attempt to contract with the next ranked Respondent sequentially until a Respondent willing to execute a Rate Agreement is found without posting of an additional Notice of Agency Decision or Addendum; (2) reject all Bids and re-advertise the ITB; or (3) reject all bids.

X. VENDOR REGISTRATION

Prior to entering into a Rate Agreement with the Department, the selected Respondent(s) must be registered with the Florida Department of Management Services (DMS) Vendor Registration System. To access online registration, log on to www.myflorida.com, and click on the 'MyFloridaMarketPlace / e-Pro' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. In order to register, the following information is necessary:

- A. Company name
- B. Tax ID type and number – Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
- C. Tax filing information, including the business name on the 1099 or other tax form (where applicable)
- D. Location information :
 - 1. A business name for each company location (if different from the company name)
 - 2. A complete address for each location (including details for sending purchase orders, payments, and bills to each location)
 - 3. A contact person for each of the locations
- E. Commodity codes that describe the products and/or services the company provides
- F. The company's CMBE (Certified Minority Business Enterprises) information
- G. State-issued sequence number —available from DMS by faxing a request on company letterhead to 850-414-8331

XI. RATE AGREEMENT TERM AND RENEWAL

- A. The resulting Rate Agreement shall begin on **September 1, 2018** or upon full execution, whichever is later, and shall end at 11:59 PM on **June 30, 2021**. In the event the parties sign this Rate Agreement on different dates, the latter date shall be the effective date.
- B. The Department may renew this Rate Agreement upon the same terms and conditions, the duration(s) of which may not exceed the term of the original Rate Agreement, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department.

XII. TYPE OF RATE AGREEMENT CONTEMPLATED

A fixed Price Rate Agreement is anticipated from this solicitation. A copy of the sample Rate Agreement containing all required terms and conditions are included as Attachment G.

XIII. DESIGNATION OF RATE AGREEMENT UNDER THE FLORIDA SINGLE AUDIT ACT

- A. All Rate Agreements with the Department are classified as either Recipient/Sub-Recipient, FSAA Exempt, or Vendor Rate Agreements. It is the Department's determination that this Rate Agreement is a **Vendor** Rate Agreement, pursuant to Section 215.97, Florida Statutes.
- B. Statutory and rule requirements for the Provider for both types of Rate Agreement are specified in Attachment G, Section VI., FINANCIAL AND AUDIT REQUIREMENTS.

XIV. RESERVED

XV. OPTIONS

The Department has the option to modify the Rate Agreement in the event the Department's needs for programming change. Any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment.

XVI. SUBCONTRACTING

- A. The Respondent shall not subcontract, assign, or transfer any of the services sought under this ITB, without the written consent of the Department.
- B. The Department supports diversity in its Procurement Program and requests that Respondents use all subcontracting opportunities afforded by this solicitation to embrace diversity. The Office of Supplier Diversity (OSD) website <http://osd.dms.state.fl.us/> includes a list of Certified Minority Business Enterprises (CMBEs) that could be offered subcontracting opportunities.

XVII. FAITH-BASED NON-DISCRIMINATION CLAUSE

Pursuant to paragraph 985.404(3)(b) and (c), Florida Statutes, the Department intends that, whenever possible and reasonable, it will make every effort to consider qualified faith-based organizations on an equal basis with other private organizations when selecting providers of services to juveniles.

XVIII. ELABORATE BIDS

It is not necessary to prepare bids using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Bids should be prepared in accordance with the instructions herein. The Department is not responsible for and, therefore, shall not reimburse any costs incurred in the preparation or submission of the bid submitted in response to this ITB. The Department shall be liable for payment only as provided in a fully executed Rate Agreement.

XIX. GENERAL INSTRUCTIONS FOR PREPARATION OF THE BID

The instructions for this ITB have been designed to help ensure that all bids are reviewed in a consistent manner, as well as to minimize costs and response time. **INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS MAY NOT BE REVIEWED.** All bids must contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Transmittal Letter"), so that the Department can easily turn to "Tabbed" sections during the review process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to review the Bid. The Bid shall consist of the following parts:

A. Transmittal Letter – Tab 1

It is **MANDATORY** that the Bid contain a fully completed transmittal letter that must be drafted, signed and submitted on Respondent letterhead by an individual who has the authority to bind the Respondent and provide:

1. The Respondent's official name (the company name), address, telephone number, the name and title of the Provider official who will sign any Rate Agreement, (this individual shall have the authority to bind the Respondent and shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the solicitation), Federal Employee Identification Number (including the State of Florida Vendor Sequence Number).
2. The name, title, address, telephone number, and e-mail address of the Respondent's Contract Manager; and
3. If the proposing entity is a "DBA" or "Doing Business As", the Respondent shall state the reason for it.
4. The statement: "On behalf of (insert Respondent's name), this letter certifies that the Respondent agrees to all terms and conditions contained in the Invitation to Bid for which this bid is submitted."
5. The statement: "On behalf of (insert Respondent's name), this letter certifies that the prospective Respondent has met all conditions and requirements of Attachment A, including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this Procurement and subsequent Rate Agreement by any

federal department or agency.” If the Respondent is unable to certify to any part of this statement, such Respondent shall include an explanation in the transmittal letter.

6. The statement: “On behalf of (insert Respondent’s name), this letter certifies that neither the Respondent or anyone acting on its behalf have contacted anyone, between the release of the solicitation and due date of this solicitation, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents.”

B. Certificate of Experience – Tab 2

It is **MANDATORY** that the Respondent sign and submit under Tab 2, Attachment C, Certificate of Experience, that includes a statement certifying that the Respondent has experience of at least two years within the last five years relevant to providing drug screen testing services that include sample collection, laboratory analysis, and reports.

C. Client Contact Form – Tab 2

It is **MANDATORY** that the Respondent complete and submit the Attachment D, Client Contact Form, with a minimum of three references, under Tab 2. This list is required in order for the bid to be considered complete.

1. The Attachment D must be completed and submitted with **at least three** previous or current clients for whom the Respondent has provided drug screen testing services. Clients are expected to be businesses or other organizations and cannot be parents/guardians, students, or minors.
2. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.
3. The Department shall not be listed as a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment D.
4. Hardcopies submitted within the Bid or copies submitted electronically on the CD-ROM with the Bid to the Procurement Manager are acceptable.

D. Certificate of a Drug-Free Workplace – Tab 3

The Bid may contain the certification of a drug-free workplace in accordance with section 287.087, Florida Statutes (if desired by the Respondent) for preference in the event of a tie in the scoring of a competitive solicitation. This is not a mandatory requirement. The certification form (ATTACHMENT K) is available at: <http://www.dji.state.fl.us/providers/contracts/index.html>. The Tie-Breaking Guidelines are attached to this solicitation as Attachment I.

E. Bid Price – Tab 4

The Respondent shall provide a price for the services by submitting a completed and signed Attachment F, Price Sheet. The price shall be inclusive of all services, material and labor necessary to fully provide the Program Services as specified in Attachment I, Services to be Sought as described in this ITB.

F. Current Rate Sheet – Tab 5

The Respondent shall provide in their Bid, a Current Rate Sheet listing the Respondent’s usual and customary charges for the services sought by this ITB.

G. Mailing Label

Respondents submitting Bids in response to this solicitation are encouraged to either affix the label below (or a copy thereof) to the lower, left hand corner outside of all envelopes or containers containing their Bids or mark their Bid with the identifying information. This is to ensure that the Department’s mailroom identifies the package(s) as a Bid and delivers it expeditiously. Respondents shall complete the information on the label prior to affixing the label.

DEPARTMENT SOLICITATION ITB #10595

DATE DUE: TUESDAY, JULY 10, 2018 TIME: 2:00 PM EDT

ENVELOPE/BOX # _____ OF _____ ENVELOPE(S)/BOX(ES)

**Florida Department of Juvenile Justice
Attention: Bureau of Procurement and Contract
Administration
Dominique Wimberly, Procurement Manager
2737 Centerview Drive, Suite 1100
Tallahassee, Florida 32399-3100**

XX. AWARD

The Department reserves the right to reject all bids in the best interest of the State. If a Rate Agreement is awarded, the responsive, responsible Respondent submitting the lowest cost bid will be recommended for award of the Rate Agreement. "Lowest Cost Bid" will be determined by the lowest Rate Agreement dollar amount as indicated on Attachment F, Price Sheet. In the event of identical pricing from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011, Florida Administrative Code.

XXI. ADDITIONAL REQUIREMENTS FOR RESPONDENTS SELECTED FOR RATE AGREEMENT AWARD

Respondents selected for the Rate Agreement award must submit the following information and/or documentation prior to the Rate Agreement execution:

- A. Answers to One Florida Initiative Questions (page 2 of ITB);
- B. Provider's State of Florida Vendor Sequence Number; and
- C. The name, title, address, telephone number, and e-mail address of the prospective Provider's Contract Manager. Note: this is not the Department's assigned contract manager.

**ATTACHMENT C - CERTIFICATE OF EXPERIENCE (MANDATORY)
ITB# 10595**

THIS FORM SHALL BE COMPLETED BY THE RESPONDENT AND SIGNED BY A PERSON AUTHORIZED TO MAKE STATEMENTS ON BEHALF OF THE RESPONDENT. RETURN OF THE COMPLETED AND SIGNED FORM TO BE INCLUDED IN THE RESPONDENT'S BID UNDER TAB 2.

COMPANY NAME: _____

DATE ESTABLISHED: _____

PRIMARY BUSINESS: _____

TOTAL NUMBER OF EMPLOYEES: _____

NUMBER OF EMPLOYEES ENGAGED IN ACTIVITIES RELEVANT TO THIS ITB: _____

NUMBER OF YEARS EXPERIENCE IN PROVIDING DRUG SCREEN TESTING SERVICES THAT INCLUDE SAMPLE COLLECTION, LABORATORY ANALYSIS, AND REPORTS: _____

LIST ENTITIES FOR WHO THE COMPANY HAS PROVIDED DRUG SCREEN TESTING SERVICES THAT INCLUDE SAMPLE COLLECTION, LABORATORY ANALYSIS, AND REPORTS WITHIN THE LAST FIVE YEARS AND THE DATES OF THE PERFORMANCE (RESPONDENT MUST DEMONSTRATE TWO YEARS EXPERIENCE WITHIN THE LAST FIVE YEARS):

IF SERVICES PROVIDED TO DJJ

A. THIS SECTION IS TO BE COMPLETED BY RESPONDENTS CURRENTLY PROVIDING THE SAME OR SIMILAR SERVICES AS DESCRIBED IN THE ITB TO THE DEPARTMENT FOR AT LEAST THE LAST SIX CONSECUTIVE MONTHS FROM THE DATE OF ITB ISSUANCE:

CURRENT DEPARTMENT CONTRACT NUMBER PROVIDING SERVICES: _____

DATE SERVICES BEGAN FOR THE ABOVE CONTRACT: _____

B. THIS SECTION IS TO BE COMPLETED BY RESPONDENTS WHO PROVIDED THE SAME OR SIMILAR SERVICES AS DESCRIBED IN THE ITB TO THE DEPARTMENT WITHIN THE LAST TWO YEARS FROM THE DATE OF ITB ISSUANCE:

PREVIOUS DEPARTMENT CONTRACT NUMBER THAT PROVIDED SERVICES: _____

DATE SERVICES BEGAN FOR THE ABOVE CONTRACT: _____

DATE SERVICES ENDED FOR THE ABOVE CONTRACT: _____

I, _____, CERTIFY THAT THE RESPONDENT KNOWN AS _____ HAS AT LEAST _____ YEARS EXPERIENCE WITHIN THE LAST FIVE YEARS RELEVANT TO THE PROVISION OF DRUG SCREEN TESTING SERVICES AND/OR IS PROVIDING OR HAS PROVIDED SERVICES TO DJJ AS IDENTIFIED ABOVE.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

**ATTACHMENT D (MANDATORY)
CLIENT CONTACT LIST
ITB #10595**

THE DEPARTMENT SHALL NOT PROVIDE A REFERENCE.
THE FORM SHALL BE SUBMITTED WITH THE BID UNDER TAB 2.

CLIENT 1:

NAME OF CLIENT: _____

TITLE OF CLIENT: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL: _____

ADDRESS: _____

TYPE OF SERVICE PROVIDED: _____

CLIENT 2:

NAME OF CLIENT: _____

TITLE OF CLIENT: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL: _____

ADDRESS: _____

TYPE OF SERVICE PROVIDED: _____

CLIENT 3:

NAME OF CLIENT: _____

TITLE OF CLIENT: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL: _____

ADDRESS: _____

TYPE OF SERVICE PROVIDED: _____

CLIENT 4:

NAME OF CLIENT: _____

TITLE OF CLIENT: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL: _____

ADDRESS: _____

TYPE OF SERVICE PROVIDED: _____

**ATTACHMENT F – PRICE SHEET
(MANDATORY)**

Drug Screen Tests	Proposed Rate Per Test
Pre-Employment (8 panel with MDMA and expanded Opiates and Oxy) with Confirmation Testing	(1)
Reasonable Suspicion (8 panel with MDMA and expanded Opiates and Oxy) with Confirmation Testing as needed	(2)
Random Drug Screen Testing (8 panel with MDMA and expanded Opiates and Oxy) with Confirmation Testing	(3)
Alcohol (Urine) (add on)	(4)
Methadone (add on)	(5)
Lysergic Acid Diethylamide (LSD) (add on test)	(6)
Gamma Hydroxybutyric Acid (GHB) (add on test)	(7)
Steroids (add on test)	(8)
6-Acetylmorphine (6-AM - Heroin metabolite) (add on test)	(9)
DOT COL Test (Reasonable Suspicion)	(10)
MRO Services DOT review	(11)
MRO Services All tests	(12)
Yearly Cost to Maintain Data base of Employee for Random Testing	(13)
Monthly Cost to Generate Random Test List of Non- Regulated Employee	(14)
Monthly Cost to Generate Random Test List of or COL Driver Pool	(15)
Collections at Respondent PSC's	(16)
Collections by 3rd Party in Key West	(17)
Post-Accident Hotline	(18)
On Site Collections	(19)

INSTRUCTIONS

In cell numbers (1) through (19) above, the Respondent shall insert the "Proposed Rate Per Test".

ANY RENEWAL OPTIONS EXERCISED IS AT THE DEPARTMENT'S DISCRETION AND SHALL BE ON THE SAME TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT.

By submission of and signature on this form, the Respondent agrees to all terms and conditions of this ITB and commits the Respondent to the rates stated.

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ **DATE:** _____

ATTACHMENT G – RATE AGREEMENT

SAMPLE RATE AGREEMENT

THIS DOCUMENT IS AVAILABLE ONLINE AT THE WEBSITE PROVIDED ON PAGE 1 OF THIS ITB.

ATTACHMENT G IS FOR INFORMATIONAL PURPOSES ONLY AND WILL BE CHANGED AND COMPLETED AFTER THE RATE AGREEMENT AWARD.

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**ATTACHMENT I
SERVICES TO BE SOUGHT
DRUG SCREEN TESTING/LAB SERVICES**

I. GENERAL DESCRIPTION

A. Services to be Provided

The Respondent shall provide statewide drug screen testing services (pre-employment, randomly selected, and reasonable suspicion and special testing (add ons as defined herein) for the Department of Juvenile Justice to include sample collection, laboratory analysis, report, and a Third Party Medical Review Officer for all results. The Respondent shall furnish all necessary personnel, materials, services, facilities and any incidentals necessary to the performance of work as specified in this Services to be Sought. The Respondent shall perform drug screening tests for individuals referred by the Department (hereafter known as "clients") for pre-employment, randomly selected, reasonable suspicion. The Respondent must have a statewide network of collection sites and the collection sites must be located within fifty (50) miles of Department facilities (See Personnel Facility Sites/Locations (Exhibit #1). The Respondent must provide services in complete accordance with the provisions of Clinical Laboratory Improvement Amendments (CLIA), Health Insurance Portability and Accountability Act (HIPAA), and all applicable local, state and federal statutes, rules and regulations.

B. General Description of Services

The Respondent shall perform all drug testing/screening services including all quality assurance and reference tests including the provision of all necessary supplies and confirmation testing and results reporting. The Respondent shall deliver drug testing/screening services with an emphasis on timely and accurate practices

C. Authority

The authority for drug testing is found in Section 112.0455, Florida Statutes (F.S.), known as the Drug-Free Workplace Act, Chapter 50A-24, F.A.C., and DJJ Policy #4.07.

D. Goals of the Service

It is the goal of the Department to maintain a healthy and productive workforce and provide a safe working environment free from the effects of drugs or alcohol.

E. Definitions

1. Alcohol - For the purpose of the resulting Rate Agreement, alcohol, including distilled spirits, wine, malt beverages or other intoxicating liquors or substances.
2. Alcohol Testing - For the purposes of the resulting Rate Agreement, Alcohol Testing shall be urine testing and shall be only performed as a separate test upon request of the Department (reasonable suspicion).
3. Aliquot - Means a portion of a specimen used for testing.
4. Chain of Custody – Refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
5. Collection Site - A place owned, operated, or contracted with, by a laboratory licensed under Chapter 59A-24, Florida Administrative Code (F.A.C.), or by Department-appointed authority, where specimens may be collected by individuals properly trained in compliance with Chapter 59A-24, F. A. C. Any site where a collector performs a sample collection.
6. Collector - A collector is a person who instructs and assists donors at a collection site and who collects or receives and makes an initial observation of the specimen provided by those donors. The laboratory is responsible to ensure that the collector(s) is trained to carry out his/her responsibilities under this policy.
7. Confirmation Test, Confirmed Test or Confirmed Drug Test – A second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen after an initial test has been identified a specimen as presumptively positive. The confirmation test must be different in scientific principle from that of

- the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
8. Designated Agency Authority (DAA) – An individual authorized to administer the drug-testing program for employees or job applicants and to interact with employees regarding all aspects of the drug-testing program. A Department of Juvenile Justice employee authorized to interact with the Medical Review Officer (MRO) regarding drug testing results.
 9. Donor - Means a job applicant or employee who presents him/herself to a collection site for the purpose of submitting to a drug test.
 10. Drug - For this procedure: alcohol, as defined above; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); benzodiazepines; hallucinogens; methaqualone; opiates; barbiturates; synthetic narcotics; designer drugs; benzodiazepines; or a metabolite of any of the substances listed herein under Section 112.0455, Florida Statutes.
 11. Drug Test - Any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
 12. Employee - Any person who works for salary, wages or other remuneration for the Department of Juvenile Justice.
 13. Employer – means the agency within state government that employs individuals for salary, wages, or other remuneration, i.e., the Department of Juvenile Justice.
 14. Initial Drug Test - A sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the Agency for Health Care Administration.
 15. Laboratory - A place that must meet or exceed the Agency for Health Care Administration or the Substance Abuse and Mental Health Services Administration certifications. The laboratory is where examinations are performed on specimens taken from the human body to provide information regarding the presence or absence of drugs or their metabolites for the purpose of promoting a drug free workplace under the provisions of Section 112.0455, F.S. For purposes of this policy, laboratory services are provided by a drug testing vendor(s) under contract or purchase order with the Department.
 16. Medical Review Officer (MRO) – means a licensed physician, qualified under paragraphs 59A-24.008(1)(a)-(e), F. A. C., who evaluates a donor's test result, together with his or her medical history or any other biomedical information, and makes the final determination of the donor's test results. For purposes of this policy, the Medical Review Officer's services are provided by a drug testing vendor(s) under contract or purchase order with the Department.
 17. Post-Accident Drug Test – drug testing that is required due to an employee being involved in an accident involving a state-owned vehicle or a private vehicle being used for State business if the accident resulted in a loss of human life or if the Department's employee was issued a moving vehicle violation citation from the accident.
 18. Pre-Employment Drug Test - Drug testing that is required for job applicants who have been offered full-time or part-time position, including, but not limited to those positions classified as Senior Management Service, Selected Exempt Service, Career Service, and Other Personnel Services. Applicants for these positions must successfully complete pre-employment drug testing in order to be eligible for the position. No job applicant may be hired for a period of year if the applicant refuses to submit to a drug test or has a positive confirmation drug test.
 19. Prescription or Nonprescription Medication - A drug or medication obtained pursuant to a prescription as defined by Section 893.02, Florida Statutes, or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

20. Random Drug Test - A drug test chosen to be conducted based on a computer generated random sampling of all full-time and part-time employees. All employees shall have an equal chance of being selected each time selection is made and may be tested at least quarterly. A minimum of five percent (5%) of the average number of filled positions shall be randomly tested on an annual basis.
21. Reasonable Suspicion Drug Testing – means drug testing based on a belief that an employee is using or has used drugs or alcohol in violation of the Department’s policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon but not limited to:
 - a. Observable phenomena while at work, such as direct observation of drug or alcohol use or the physical symptoms or manifestations of being under the influence of a drug or alcohol.
 - b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - c. A report of drug or alcohol use in violation of Department policies, provided by a reliable and credible source, which has been independently corroborated, or by self-admission of employee.
 - d. Evidence an individual has altered or attempted to alter a drug test during his employment.
 - e. Information that an employee has caused or contributed to an accident while at work.
 - f. Evidence that an employee has used, possessed, passed, sold, solicited, or transferred drugs in violation of law while working or while on the Department’s premises or while operating the Department’s vehicle, machinery or equipment.
22. Specimen – Urine, tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites.

F. Service Limits

All Drug Testing/Screening Services shall only be provided upon request of the Department’s Office of Personnel authorized staff and shall only be for the test specified on the form (pre-employment, randomly selected, reasonable suspicion and special testing (add on as defined herein). Testing for alcohol (urine testing only) and other special testing shall only be at the request of the Department for reasonable suspicion.

II. RESPONDENT LICENSING REQUIREMENTS/RULES AND REGULATIONS

- A. The Respondent shall provide all laboratory services in accordance with all applicable state and federal laws, rules and regulations applicable to delivery of laboratory services, in particular the following:
 1. All applicable Federal Regulations including, Health Insurance Portability and Accountability Act (HIPAA), 53 FR 11970, Mandatory Guidelines for Federal Workplace Drug Testing Programs; 49 CFR Part 40, US Department of Transportation; and 49 CFR Part 382, Federal Motor Carrier Safety Administration.
 2. All Florida Statutes including Chapter 483, Section 112.0455; Section 112.061; and Section 215.422.
 3. Florida Administrative Code including, Chapter 11B-27; Chapter 59A-24; Rule 60A-1.031; and Rule 60A-1.032
- B. In addition, laboratory services shall be provided in accordance with the standards of the State of Florida Department of Health, Bureau of Laboratories, and the Federal Agency for Health Care Administration. Also, the Respondent shall follow all HIPAA guidelines and regulations.
- C. The Respondent shall provide copies of all current licenses or certifications required by Florida Statutes to the Department Contract Manager(s) prior to the delivery of services. The Respondent shall provide copies of any renewals of the licenses/certifications within thirty (30) days of the required action.

III. RESPONSIBILITIES OF THE DEPARTMENT

- A. The Department shall generate a random list of class/codes for non-regulated positions to be tested randomly on a monthly basis.
- B. The Department shall generate all random lists of class/codes for Commercial Driver's License (CDL) positions to be tested randomly on a quarterly basis.
- C. The Department shall make determinations as to the testing of employees for reasonable suspicion in accordance with Department Policy and State and Federal regulations.
- D. The Department shall send applicants and designated employees to the appropriate collection site or order on-site collections.
- E. In the case of a serious incident requiring post-accident testing, the Department shall make a good faith effort to identify the employee to be tested to the on-site collector or attendant law enforcement officer or emergency medical personnel.
- F. The Department shall supply the Respondent with a list of employees authorized to receive drug test results.

IV. SERVICES TO BE PROVIDED

- A. Service Tasks
 - 1. Drug Screen Testing Services (General Requirements)
 - a. Personnel Drug Testing
The Respondent shall perform drug screening tests for individuals referred by the Department (hereafter known as "clients") for pre-employment, randomly selected, reasonable suspicion, volunteers and fitness for duty testing. The Department will utilize the Respondent's drug screening request order form (forms to be supplied by the Respondent).
 - b. Ordering of Drug Tests
 - 1) Pre-Employment (8 panel) Testing: The Department's Personnel staff will complete the drug test order form indicating the drug test time range, the Respondent's collection site and location, and specific type of testing required and give the form to the individual to be tested. It is the responsibility of the individual that is to be tested to present himself or herself at the Respondent's collection site for pre-employment testing.
 - 2) Reasonable Suspicion Drug Screen Testing.
Drug testing based on a belief that an employee is using or has used drugs in violation of DJJ's policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.
 - 3) Random Testing of Non-Regulated Employees (8 panel): The Department shall generate a random list of class/codes positions to be tested randomly. The Respondent shall generate a random list of employees from the class/codes positions to be tested not to exceed ten percent (10%) of the total non-regulated list of employees.
 - 4) Random Testing of CDL Employees (8 panel plus the Department of Transportation (DOT) Test): The Department shall generate a random list of CDL class/codes positions to be tested randomly. The Respondent shall generate a random list of CDL employees from the class/codes positions to be tested not to exceed twenty-five percent (25%) of the total CDL list of employees.
 - 5) Special Testing (Add on Test): The Department's Personnel staff will complete the drug test order form indicating the drug test time range, and specific testing required (urine alcohol or other special testing). The Department may elect to transport the individual to the collection site for random or reasonable suspicion testing or send the individual by themselves with the testing form.
 - c. Confirmation of Identity of Person Tested

The Respondent shall require proof-of-identity through presentation of photo identification, or identification by the Department's representative, of all applicants and employees (hereinafter referred to as "donors") selected by the Department for employee drug testing. The collection site staff shall request the donor to present photo identification when the donor arrives at the testing site. If the donor does not have proper photo identification (i.e. a driver's license or Department employee identification card), the collection site staff shall contact the designated agency authority, or any other Department official, who can positively identify the donor. If the donor's identity cannot be established, the collection site staff shall not proceed with the collection.

d. Chain-of-Custody

- 1) The Respondent shall maintain and transfer all specimens in such a manner as to preserve chain-of-custody.
- 2) Before collecting a specimen, the collection site staff shall verify that all appropriate forms are completed and that the following information is provided:
 - a) The name of the donor to be tested;
 - b) Department authority's name and signature, address, telephone number, and secured fax number;
 - c) The name, address, and telephone number of the Respondent;
 - d) The reason for the test (i.e. reasonable suspicion); and
 - e) The chemical substances (drug or alcohol) for which Respondent shall test.

e. Collection of Specimens

- 1) In order to ensure the reliability and integrity of the testing process, the Respondent shall adhere to Chapter 59A-24, F.A.C, Agency for Health Care Administration ("AHCA") guidelines concerning the collection and handling of specimens.
- 2) The Respondent shall provide at least one collection site for controlled substance and/or urine alcohol testing located within fifty (50) road miles of each Department location indicated on Exhibit #1 of the resulting Rate Agreement. Additional collection sites may be added upon the Department's request and as deemed appropriate by Respondent during the life of the resulting Rate Agreement.
- 3) The Respondent shall provide a toll-free telephone number for twenty-four (24) hour emergency walk-in/afterhours emergency service for reasonable suspicion controlled substance and/or alcohol testing within fifty (50) miles of indicated Department sites. The Respondent has approval to subcontract for after-hours emergency drug screen testing and may invoice the Department for those tests as they occur. The subcontractor for the after-hours testing will come to the Department's requested site upon notification from the Department.
- 4) The Respondent shall adhere to the following requirements with regard to urine sample collections:
 - a) Each person furnishing a urine sample shall be positively identified in accordance with Section IV., A., 1., c., Confirmation of Identity of Person Tested and Section IV., A., 1., d., Chain-of-Custody, of this Attachment I.
 - b) The quantity of urine collected in each sample shall be at least thirty (30) milliliters (ml).

- c) Specimens shall be collected in sterile containers, which are to be covered immediately upon collection and refrigerated as soon as is practical.
- d) In the presence of the donor giving the sample, the collection site staff shall seal the collection container containing the sample, by placement of a tamperproof seal over the bottle cap and down the sides of the bottle. The collection site staff shall label said collection container with the name of the person giving the sample, the date the sample was given, and the name of the person who received the sample.
- e) Within four minutes of urination, the temperature of the specimen shall be measured. A specimen outside the range of 90-100 degrees Fahrenheit shall be reported as consistent with an altered or substituted sample (unless the donor supplying the specimen volunteers to have his/her oral temperature taken to provide evidence to counter the reason to think the specimen has been altered or substituted).
- f) Specimens shall also be examined to determine color and any signs of contaminants. Unusual finding shall be noted on the chain-of-custody form and shall be reported as consistent with an altered or substituted sample.
- g) Whenever a collection site staff has reason to think that a particular donor may alter or has altered or substituted a urine specimen, a higher-level supervisor at the collection site, or at the laboratory, shall review the decision and concur in advance with the collection of a second specimen under the direct observation of an observer of the same gender as the donor. Once approved by a higher-level supervisor, the collector shall require the donor to provide another specimen under direct observation. If the same gender observer is not the collector, the observer shall be identified on the chain-of-custody form. The observer, if different from the collector, shall not handle the specimen and the specimen shall be handed to the collector by the donor in the observer's presence. The observer shall keep the specimen in sight at all times prior to it being sealed. A new chain-of-custody form shall be executed to accompany any specimen collected under direct observation. Information regarding a specimen collected under direct observation shall be included on both the new chain-of-custody form and on the original form in the remarks section. In addition, the new chain-of-custody specimen identification number shall be written on the original form. Both specimens shall be sent to the Respondent to be analyzed.

2. Testing Requirements:

- a. Specimen Validity Testing: The Respondent shall perform at no additional charge a specimen validity test on every urine specimen to assess the integrity of the specimen that was provided. The specimen validity test shall be performed and abnormal results shall be defined as either, "diluted", "adulterated", and/or "substituted" as recommended by the Substance Abuse Mental Health Services Administration. The specimen validity test must include, at a minimum, the creatinine concentration,

specific gravity and pH level. All adulterated and diluted specimens shall be screened and the Respondent shall attempt to identify the adulterant.

- 1) Substituted:
Creatinine < 2.0 Specific Gravity \leq 1.0010 or \geq 1.0200
- 2) Invalid:
Creatinine < 2.0 Specific Gravity $>$ 1.0010 and $>$ 1.0200
Creatinine \geq 2.0 Specific Gravity \leq 1.0010
pH \geq 3.0 but < 4.5
pH \geq 9.0 but <11.0
- 3) Adulterated:
pH < 3.0
pH \geq 11.0
- 4) Dilute:
Creatinine < 20 Specific Gravity <1.0030

b. Drugs Tests and Threshold Levels (Initial and Confirmation Testing)

The Respondent shall conduct pre-employment drug screen testing and add on tests as requested by the Department. Testing shall include a full screen testing to detect the following substances in urine at the threshold levels for Initial Laboratory Tests and Confirmation Tests as delineated below:

Drug Name	Initial Test	Confirmation
THRESHOLDS FOR PRE-EMPLOYMENT DRUG SCREEN AND REASONABLE SUSPICIONS AND RANDOM (8 panel) TESTING		
Cocaine (cocaine and metabolites)	300 ng/ml	150 ng/ml
Opiates (Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone)	2000 ng/ml	150 ng/ml
6-Acetylmorphine (6-AM) Heroin metabolite	NA	10 ng/ml
PCP (Phencyclidine)	25 ng/ml	25 ng/ml
Amphetamines (Amphetamine, Methamphetamine)	1000 ng/ml	500 ng/ml
Amphetamine	1000 ng/ml	500 ng/ml
Methamphetamine	1000 ng/ml	500 ng/ml
MDMA (MDMA, MDA, MDEA)	500 ng/ml	250 ng/ml
Cannabis (Cannabinoids, THC)	50 ng/ml	15 ng/ml
Benzodiazepines (Oxazepam, Temazepam, alpha-Hydroxy alprazolam, Lorazepam, Nordiazepam)	200 or 300 ng/ml	150 ng/ml
Barbiturates (Butalbital, Amobarbital, Secobarbital, Pentobarbital, Phenobarbital)	200 or 300 ng/ml	150 ng/ml
THRESHOLDS FOR SPECIAL TESTING/ADD ON TESTING		
Methadone	300/100	300/100

Drug Name	Initial Test	Confirmation
Urine Alcohol	.02% g/dl	.02% g/dl
Methadone	300 ng/ml	150 ng/ml
Lysergic Acid Diethylamide (LSD)	<or =0.5 ng/ml	<or=1.0ng/ml
Gamma Hydroxybutyric (GHB)	10ug/ml	10ug/ml
Anabolic Steroids	NA	pos/neg
NOTE: Thresholds may change as standards in forensic testing advance and notification of change to the Respondent shall be by written notification (letter) from the Department.		

c. Testing Methods

- 1) Initial Laboratory Testing: The Respondent shall perform initial tests using Immunoassay technologies to detect the following substances to the Threshold Levels designated in subsection b. above.
- 2) Confirmation Testing: The Respondent shall perform confirmation testing using Gas Chromatography/Mass Spectrometry (GC/MS). This testing shall be conducted to the Threshold Levels designated in subsection b. Thin Layer Chromatography is not an acceptable testing method for confirmation.

d. Special Testing

The following tests shall only be conducted upon special request by the Department for reasonable suspicion testing.

- 1) d/l Isomer Analysis of Methamphetamine
Upon request, specimens confirming positive using GC/MS for methamphetamine will be submitted to isomeric analysis with the ratio of d and l-isomers reported.
- 2) Urine Alcohol Testing
The Respondent shall conduct urine alcohol testing for reasonable suspicion testing only in accordance with the Department policy DJJ 4.07, Employment Drug Testing Program. When requested, the Respondent shall conduct alcohol testing for employees with Commercial Driver Licenses in accordance with Federal Regulations (there is no pre-employment alcohol testing). The Respondent shall provide both initial tests and confirmatory tests for the use of alcohol in compliance with State and Federal regulation at the following detection levels:

	Initial Testing	Confirmation Testing
	Detection Level	Detection Level
Evidential Breath Testing (EBT) Methodology	0.02 or greater	0.02 or greater

The Contractor shall conduct EBT alcohol confirmation testing between fifteen (15) and twenty (20) minutes after completion of the initial screening.

3) Other Special Testing/Add ons

Upon request of the Department, the Respondent shall also perform special testing for the following substances, using an initial

immunoassay screen with automatic confirmation by Gas Chromatography (GC) or Gas Chromatography/Mass Spectrometry (GC/MS):

- a) Lysergic Acid Diethylamide (LSD);
- b) Gamma Hydroxybutyric Acid (GHB);
- c) Steroids; and
- d) 6-Acetylmorphine (6-AM) –Heroin metabolite

Any special tests will be conducted to the threshold levels designated in subsection b, above.

3. Testing Results Reports and Timeframes

- a. Test results shall be made available for Departmental review by the Respondent via a web based reports/results retrieval system or comparable service by which Department facilities/staff can view laboratory results/data through a secure, password protected internet web portal. If the website is unavailable, test results shall be communicated via FAX or e-mail to the Department's Contract Manager within the time frames set forth above.
- b. Hard copy test results accessed via the Respondent's web site, shall be downloadable and/or printable by the requesting facility.
- c. Test results/reports shall, at a minimum, meet the requirements of the CLIA and include the use of diagnostic terminology and clearly understood disease nomenclature.
- d. All results of the Initial Laboratory Test shall be reported within three business days (approximately seventy-two (72) hours) after receipt of the specimen by the laboratory.
- e. All requests for special tests, confirmation testing, and any additional testing by the Department shall be reported within three business days (approximately seventy-two (72) hours) after receipt of the Department's request by the Respondent.
- f. Exceptions to these time frames are authorized as indicated below:
 - 1) Results of special tests for Steroids shall be reported within ten business days of request by the Department;
 - 2) Results of special tests for Gamma Hydroxybutyric Acid (GHB) shall be reported within four business days of request by the Department; and
 - 3) Results of any confirmation tests requested on specimens initially reported over thirty (30) days previous, (specimens from storage) shall be reported within five business days of request by the Department. If there are any exceptions to these time frames the Respondent shall contact the Department's Contract Manager or designee, within the three business days of the turnaround time, and advise the Department's Contract Manager of the specific reason for delay as well as inform them when the results shall be reported.

4. Review of Test Results

The MRO shall evaluate all drug test results reported by the Respondent's laboratory to verify that the specimen was appropriately collected, transported and analyzed under proper procedures, as specified in the State and Federal rules and regulations. Appropriately licensed and qualified individuals shall provide MRO services within ten days of the Rate Agreement execution, the Respondent shall provide the name of the MRO(s) and a copy of their medical licensing, Curriculum Vitae and certifications, as applicable.

a. Positive Test Results

- 1) The MRO shall notify the donor of a confirmed positive test result within three days of receipt of the test result. If the MRO is unable to contact the donor within three days, he/she shall contact the

Department's Contract Manager. The Department's Contract Manager will have two days to contact the donor. Once the Department's Contract Manager has notified the donor to contact the MRO, the donor shall have two days from the date of notification to contact the MRO.

- 2) If the Department's Contract Manager has successfully made and documented a contact with the donor, directing him or her to contact the MRO, and more than two days from the date of notification have passed with no contract having been made by the donor with the MRO, the MRO shall validate the result as positive and annotate the failure to contact in the remarks section.
- 3) Upon notification of the positive test result by the MRO to the donor, the donor will have five days for non-DOT tests and DOT tests to submit documentation of any prescriptions, personal medical history, or other biomedical factors relevant to the positive test result. The MRO shall review and medical records provided by the donor, or authorized by said donor and released by the donor's physician, to determine if the positive test result was caused by a legally prescribed medication.
 - a) If the donor declines to talk with the MRO regarding a positive test result, the MRO shall validate the result as positive and annotate such decline in the remarks section.
 - b) If the donor voluntarily admits to the use of the drug in question without a proper prescription, the MRO shall advise the donor that a verified positive test report shall be sent to the Department's Contract Manager.

b. Retests

- 1) Non-DOT Retests: During the one hundred and eighty (180) day period after written notification of a positive test result, the donor shall be permitted by the Department to have a portion of the specimen re-tested, at the donor's expense. The laboratory which performed the original test for the Respondent shall be responsible for transferring a portion of the specimen to be re-tested at a second laboratory, licensed under these rules, selected by the donor, and shall be responsible for the integrity of the specimen, and for the chain-of-custody during such transfer.
- 2) DOT Retests: During the seventy-two (72) hour time period immediately following notice from the MRO of a positive drug test result, the donor shall be permitted to request (either verbally or in writing) a test of the split specimen (pursuant to subsection 40.171, CFR, Title 49).
- 3) MRO-Initiated Retests: The MRO may also direct, in writing, such a re-analysis if the MRO questions the accuracy or validity of any test result. Only the MRO may authorize such a re-analysis, and such a re-analysis may take place only at laboratories certified by Department of Health and Human Services. If the re-analysis fails to reconfirm the presence of the drug or drug metabolite, the MRO shall cancel the test and report the cancellation and the reason for it to the Department and to the donor.

5. Reporting of Testing Results

The following criteria shall be used when reporting drug testing results:

- a. Specimens that test negative as specified in Section 59A-24.006(4)(e) 1. and 2., F. A. C., on the initial test shall be reported as negative. If the Department chooses to re-test a negative specimen under the provisions of paragraph 112.055(9)(a), F. S., such testing is authorized to be conducted only once and must be requested no more than seven working

days from the time the original negative test result was reported to the Department by the Respondent.

- b. Specimens that test positive as specified in Section 50A-25.006(4)(e)1., F.A.C., on initial immunoassay tests, but test negative as specified in Section 59A-24.006(4)(f), F.A.C., on confirmation shall be reported negative.
- c. The Respondent is permitted to report drug test results for specimens that do not meet the adulteration/dilution criteria of the Respondent's laboratory. Reports on specimens that do not meet the Respondent's adulteration/dilution test results shall be non-quantitative terms.
- d. The Respondent shall not report a specimen positive for methamphetamine only. The specimen must contain amphetamine at a concentration equal to or greater than 200 ng/ml by the conformation test. If this criterion is not met, the specimen shall be reported as negative for methamphetamine.
- e. Before any test result is reported by the Respondent, the results of initial tests, confirmation tests, and quality control data of such tests shall be reviewed by the Respondent's laboratory certifying scientist and MRO, who shall certify said tests as an accurate report. The report, at a minimum, shall contain the following:
 - 1) Identify the drugs or metabolites to be tested;
 - 2) The results of the drug test as either positive or negative;
 - 3) The specimen number assigned on the chain-of-custody form;
 - 4) The name and address of the Respondent's laboratory performing the testing; and
 - 5) The Respondent's laboratory drug testing specimen accession number.
- f. The Respondent shall ensure confidentiality of the information. The Respondent must ensure the security of the data transmission and restrict access to any data transmission, storage, and retrieval system to only those employees authorized under these rules to obtain such information. An alternative source of results transmittal (for example, facsimile) shall be readily available in the event of computer failure and shall be utilized with the same security precautions as indicated above.
- g. The Respondent's Laboratory Toxicology Director and MBO shall be available to testify in an administrative, disciplinary, or court proceeding involving a donor when that proceeding is based on a positive confirmed test result, which was analyzed and reported by the Respondent to the Department.
- h. The Respondent shall have the ability to electronically transmit test results within three working days from the date the specimen is taken from the donor. The test results shall be transmitted to the Headquarters Bureau of Human Resources (HR). As a back-up to the electronic transmittal, the Respondent shall also have the ability to transmit test results by secure facsimile within three days from the date the specimen was obtained.

6. Retention of Specimens

The Respondent shall retain all positive specimens for a period of at least one year, should re-testing be required.

B. Service Task Limits

Drug Screen testing services shall be limited to only those tests requested by the Department.

C. Respondent Staffing/Personnel

The Respondent and all personnel provided under the resulting Rate Agreement, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Respondent or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another

local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Respondent shall provide copies of all current licenses or certificates required for the delivery of services under the resulting Rate Agreement, to the Department's Contract Manager, prior to the delivery of services.

1. Staffing Levels

- a. To ensure the provision of comprehensive drug screen testing services, the Respondent shall be responsible for utilizing qualified, licensed "in good standing" (where appropriate), and supervised staff, including any necessary specialized support staff, as determined by the Respondent.
- b. The Respondent shall maintain an adequate administrative organizational structure and sufficient staff to ensure timely delivery of services.
- c. The Respondent shall provide the Department with a statewide service coordinator in order that one contact person shall be available to resolve issues and respond to questions related to the resulting Rate Agreement. The service coordinator shall be accessible by phone at all times and respond within twenty-four (24) hours. Urgent/emergency service calls shall be responded to within four hours of receipt of initial service call.
- d. The Respondent shall maintain an adequate staff of State of Florida licensed technicians.

2. Staffing Qualifications

All staff shall possess adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.

3. Respondent Staffing Schedule and Vacancies

The Respondent shall have and utilize a written back-up plan and have adequate qualified staff to fill-in for Respondent staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) to ensure that services will not be canceled or rescheduled.

D. Service Locations and Times

1. Department Facilities

The Respondent shall provide laboratory-testing services, upon request, for specified Department facilities as specified on Exhibit #1, including courier services for transport of specimens.

2. Respondent Collection Sites

The Respondent shall provide laboratory collection sites, which shall be accessible within fifty (50) miles of the Department personnel offices (as specified on Exhibit #1) for pre-employment, random, or reasonable suspicion drug testing upon request of the Department. Individuals to be tested will go to the Respondent's collection site.

3. Changes to Service Location:

The Respondent shall provide written notification to the Department's Contract Manager of any loss or unavailability of contracted lab sites or medical examination sites within seventy-two (72) hours of the Respondent being notified of such loss or unavailability. Replacement sites must be approved in writing by the Department's Contract Manager or designee.

V. DELIVERABLES

Service Units

A service unit for employee drug tests under this Attachment is defined as an individual drug test performed in accordance with the terms and conditions of the resulting Rate Agreement. This will include employment pre-screening tests, random testing, reasonable suspicions testing for other drug screen testing. All tests shall be performed upon request of the Department.

VI. REPORTING

- A. The Department will require progress or performance reports throughout the term of the resulting Rate Agreement. The Respondent shall complete reports as required to become eligible for payment.

All matters shall be directed to the Department’s Contract Manager for action or disposition. Any and all notices between the Respondent and the Department concerning performance and payment shall be delivered to the Department’s assigned Contract Manager. The Department will assign its Contract Manager upon award of the Rate Agreement (See chart below). All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Provider: TBD	Department: TBD
A	
f	
t	
e	
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B. e
 execution of the resulting Rate Agreement, any changes to the Department’s Contract Manager information contained in this section will be provided to the other party in writing, shall be sent by United States Postal Service or other delivery service with proof of delivery, and a copy of the written notification shall be maintained in the official Contract record. All notices required by the resulting Rate Agreement or other communication regarding the resulting Rate Agreement shall be sent by United States Postal Service or other delivery service with proof of delivery.

1. Invoice
Personnel Invoice
 A properly prepared summary invoice/report of all tests requested each month by Personnel offices shall be submitted to the Department’s Contract Manager at the Department Headquarters within ten business days following the end of the month for which services were rendered. The monthly invoice shall be broken down by requesting facility, name of individual/employee tested, and date of test and date of results reported to the Department.
2. Employee Drug Screen Testing Service Specific Reports
 - a. Drug Screen Testing Services Monthly Report: The Respondent shall deliver a report listing all employee drug screen testing services performed, the requesting Department facility’s name, and the results of tests on a monthly basis. This report shall be delivered to the Department’s Contract Manager.
 - b. Drug Screen Testing Services Quarterly Summary Report: The Respondent shall provide to the Department’s Contract Manager a quarterly summary report of employee drug screen testing performed, by facility, and a total summary sheet. The Respondent shall submit the quarterly summary report by the fifteenth (15th) working day following the end of the resulting Rate Agreement quarter.
 - c. Ad Hoc Reports: The Respondent shall produce other reports and/or data as deemed necessary for the Department’s Contract Manager’s evaluation of the Respondent’s performance under the terms of the resulting Rate Agreement. The Department shall notify the Respondent at least thirty (30) days in advance of the need for such reports and/or data.

VII. PERFORMANCE MEASURES/EVALUATION

- A. Program Outcome

Listed below is a key Performance Measure crucial to the success of overall desired service delivery of employee drug screen testing. The Respondent shall ensure that the stated performance outcome and standard (level of achievement) is met.

Outcome: One hundred percent (100%) of initial drug screening test results shall be submitted and received by the Department's Contract Manager or designee within three business days (approximately seventy-two (72) hours) after receipt of the specimen by the laboratory.

Measure: The number of specimens received within three business days (approximately seventy-two (72) hours) after receipt of the specimen by the laboratory divided by the total number of specimens received by the Department after receipt of the specimen by the laboratory.

Standard: Ninety-five percent (95%) of all test results for shall be received by the Department's Contract Manager or designee within three business days (approximately seventy-two (72) hours) after receipt of the specimen by the laboratory.

Specific Financial Consequence for Failure to Timely Report: On a monthly basis, if the Respondent fails to report 95% of all initial drug screen test results within the time frames specified (72 hours after receipt of specimen), the Department shall apply financial consequences in the amount of five percent (5%) of the monthly invoice.

B. Outcome Evaluation

1. The Respondent, throughout the term of the resulting Rate Agreement, shall document compliance with required service tasks and performance data and provide documentation of such data for inspection upon request.
2. The Respondent shall produce other reports and/or data as deemed necessary for the Department's evaluation of the Respondent's performance under the terms of the resulting Rate Agreement. The Department shall notify the Respondent at least fifteen (15) days in advance of the need for such reports and/or data, unless otherwise stated in the resulting Rate Agreement.

**EXHIBIT #1
Personnel Facility Sites/Locations**

PERSONNEL CONTACT PERSON	CLASS TITLE	PERSONNEL OFFICE LOCATION NAME	OFFICE LOCATION ADDRESS	LOCATION PHONE
DETENTION NORTH REGION				
Otis Ray Jeff Netherton	OMC Manager GOC I	Detention North	2020 Capital Circle SE, Tallahassee, FL 32399	(850) 717-2839 (850) 717-2842
Dorothy Stamoulis Andrea Geist	Staff Assistant	Escambia RJDC	1800 West St. Mary's Avenue, Pensacola, Florida 32501	(850) 595-8820
Elsie Beck	Staff Assistant	Okaloosa RJDC	4448 Straightline Road, Crestview, Florida 32539	(850) 689-7800
Whitney Cooper	Adm. Secretary	Bay RJDC	450 East 11th Street, Panama City, FL 32401	(850) 872-4706
Isay Gulley	Adm. Secretary	Leon RJDC	23030 Ron Ellis Dr., Tallahassee, FL 32303	(850) 488-7672
Sherell Cummings	Asst Supt	Leon RJDC	23030 Ron Ellis Dr., Tallahassee, FL 32303	(850) 488-7672
Lillian Simmons	Adm. Secretary	Alachua RJDC	3440 NE 39th Ave., Gainesville, FL 32609	(352) 955-2105
Jennifer Carpenter	Adm. Secretary	Marion RJDC	3040 NW 10th St., Ocala, FL 34475	(352) 732-1450
Patricia Price	Staff Assistant	Duval RJDC	1241 E 8th St., Jacksonville, FL 32206	(904) 798-4820
Maria Carroll	Fiscal Assistant	Volusia RJDC	3840 Old Deland Road, Daytona Beach, FL 32124	(386) 238-4780 x103
William Bennis	Asst Supt	Volusia RJDC	3840 Old Deland Road, Daytona Beach, FL 32124	(386) 238-4780 x102
Paul Finn	Det Supt	Volusia RJDC	3840 Old Deland Road, Daytona Beach, FL 32124	(386) 254-3740
DETENTION CENTRAL REGION				
Sandra Flament	Staff Asst.	Detention - Reg. Office	3710 Corporex Park Drive, Ste. 300, Tampa, FL 33619	(813) 577-7025
Vickie Brown	Staff Asst.	Pasco RHDC	28534 S.R. #52 San Antonio, FL 33576	(352) 588-5937
Amanda Dziendzielewski	AA II	Pinellas RJDC	5255 140th Ave., N Clearwater, FL 33760	(727) 538-7100
Sue Freiberg	Sec. Spec.	Orange RJDC	2800 S Bumby Ave., Orlando, FL	(407) 897-2800 Ext 106

			32806	
Joanne Thomas	Admin. Sec.	Manatee RJDC	1803 5th Street W Bradenton, FL 34205	(941) 941-3023 Ext 222
Franklin Watson	Admin. Sec.	Hillsborough RJDC	3948 West MLK Blvd., Tampa, FL 33614	(813) 871-7650 Ext 227
Constance O'Brien	Sec. Spec.	Brevard RJDC	5225 DeWitt Ave., Cocoa, FL 32927	(321) 690-3400
Lisa Arent	OMCM	Detention – Reg Office	3710 Corporex Park Drive Ste. 300 Tampa, FL 33619	(813) 577-7024
Melody Chisholm	GOC II	Detention – Reg Office	3710 Corporex Park Drive Ste. 300 Tampa FL 33619	(813) 577-7023
Mary Lardie	OMC II	Detention Reg Office	400 West Robinson St., Ste 1014S Hurston Bldg., Orlando, FL 32801	(407) 428-5895
DETENTION SOUTH REGION				
Luis Quiones	DS	Collier RJDC	3351 E Tamiami Trail Naples, FL 34112	(239) 417-6277
Steve Owens	DS	Miami Dade RJDC	3300 NW 27th Ave., Miami, FL 33142	(305) 637-4500
Daryl Wolf	DS	Broward RJDC	222 NW 22nd Ave., Ft. Lauderdale, FL 33311	(954) 467-4563
Mamine Saintil	DS	Palm Beach RJDC	1100 45th St., Bldg A, West Palm Beach, FL 33407	(561) 881-5020
Dennis Driscoll	DS	SW FLA RJDC	2525 Ortiz Ave., Ft. Myers, FL 33905	(239) 332-6927
Dedilia Finlayson	DS	St. Lucie RJDC	1301 Bell Ave., Ft. Pierce, FL 34982	(772) 468-3940
Terrance Lopez	DS(acting)	Monroe RJDC	5503 College Rd., Suite 209, Key West, FL 33040	(305) 637-4500
Ashley Walker	AA I	Monroe RJDC	5503 College Rd., Suite 209, Key West, FL 33040	(305) 637-4500
VACANT	Staff Asst.	Miami Dade RJDC	3300 NW 27th Ave., Miami, FL 33142	(305) 637-4500
Kristin Usher	Staff Asst._	SW FLA RJDC	2525 Ortiz Ave., Ft. Myers, FL 33905	(239) 332-6927
Kiera McManness	AA I	SW FLA RJDC	2525 Ortiz Ave., Ft. Myers, FL 33905	(239) 332-6927
Altha Smith	Adm. Sec.	St. Lucie RJDC	1301 Bell Ave., Ft. Pierce, FL 34982	(772) 468-3940
Rubye Curry	AA I	Palm Beach RJDC	1100 45th St., Bldg A, West Palm Beach, FL 33407	(561) 881-5020
Shanice Albury	Staff Asst.-HR	Palm Beach RJDC	1100 45th St., Bldg A, West Palm Beach, FL 33407	(561) 881-5020
Dora Newton	AA I-HR	Broward RJDC	222 NW 22nd Ave., Ft. Lauderdale, FL 33311	(954) 467-4563
Jamie Mcdaniel	OMC II-HR	So. Reg. Director's Office	3300 NW 27th Ave., Miami, FL	(305) 637-4500

			33142	
Tianna Waldon	GOC II-HR	So. Reg. Director's Office	3300 NW 27th Ave., Miami, FL 33142	(305) 637-4500
Lynnesha Sanders	GOC II-HR	So. Reg. Director's Office	3300 NW 27th Ave., Miami, FL 33142	(305) 637-4500
DJJ HEADQUARTERS				
Lorna Jackson	Mgmt Analyst II	Human Resources	2737 Centerview Drive, Knight Bldg., Tallahassee, FL 32399	(850) 717-2656
Stephanie Holmes	Dep Chief/Oper Mgr	Human Resources	2737 Centerview Drive, Knight Bldg., Tallahassee, FL 32399	(850) 717-2660
PROBATION NORTH				
Linda Grimsley	Admin Asst II	Probation North	14107 US Hwy 441, N Bldg, Ste 200, Alachua, FL 32615	(386) 418-5224
Debbie Young	Admin Asst II	Circuit 1 Probation	1800 St Mary's St., Pensacola, FL 32501	(850) 595-8820 Ext 202
Kaprie Lee	Admin Asst II	Circuit 2 Probation	2020 Capital Circle SE, Tallahassee, FL 32399	(850) 922-2153
Sherry Bock	Admin Asst II	Circuit 3 Probation	690 E Duval St., Lake City, FL 32055	(386) 758-1526
Julie DeAngelico-Keohan	Admin Asst II	Circuit 4 Probation	2055 Reyko Rd., Jacksonville, FL 32207	(904) 391-3837
Robin Spranger-McCollum	Admin Asst II	Circuit 5 Probation	21 N. Magnolia Avenue, Ocala, FL 34475	(352) 732-1280
Suzanne Schinina	Admin Asst II	Circuit 7 Probation	210 N Palmetto Ave., Daytona Beach, FL 32114	(386) 947-3593
Nancy Junkin	Admin Asst II	Circuit 8 Probation	14107 US Hwy 441, N Bldg, Ste 200, Alachua, FL 32615	(386) 418-5231
Barbara Gallira	Admin Asst II	Circuit 14 Probation	505 E 11th St., Panama City, FL 32401	(850) 872-7630
Ashley Smith	SS	Circuit 14 Probation	505 E 11th St., Panama City, FL 32401	(850) 872-7630
PROBATION CENTRAL				
Nivea Malave	Admin Assistant II	Circuit 6 Probation	955 26th St. South, St. Petersburg, FL 33712	(727) 893-2076
Sharon Patterson Lovenbury	Admin Assistant II	Circuit 9 Probation	8500 Laurel Hill Drive, Orlando, FL 32818	(407) 563-0474
Connie Coffey	Admin Assistant	Circuit 9 Probation	8500 Laurel Hill Drive, Orlando, FL 32818	(407) 563-0446
Amber Phillips	Admin Assistant	Circuit 10 Probation	195 S. Broadway, Bartow, FL 33830	(863) 578-1154

Virginia Donovan	Chf Prob Officer	Circuit 12 Probation	302 Manatee Avenue East, Suite 100, Bradenton, FL 34208	(941) 527-4774
Carolyn Burton	Secretary Specialist	Circuit 13 Probation	4524 Oak Fair Blvd., Suite 100, Tampa, FL 33610	(813) 740-7858
Neekeida Woodall	Admin Asst II	Circuit 13 Probation	3012 North US Hwy 301, Ste. 900, Tampa, FL 33619	(813) 577-4954
Rita Peck	Admin Assistant	Circuit 18 Probation	3880 S. Washington Ave., Suite 156, Titusville, FL 32780	(321) 529-6562
PROBATION SOUTH				
Andrea Williams	GOCII/HR Liaison	South Probation Regional Office	201 West Broward Blvd., Suite 208, Fort Lauderdale, Florida 33301	(954) 762-3762
Nikita Pottinger	AAll	Circuit 11 Probation	155 NW 3 rd Street, Suite 5346, Miami, Florida 33128	(305) 679-2770
Luke McCluskey	AAll	Circuit 16 Probation	5503 College Road, Suite 209, Key West, Florida 33040	(305) 292-6737 Ext.#208
Gregory Starling	CPO	Circuit 15 Probation	1100 45 th Street, Building B, West Palm Beach, Florida 33407	(561) 882-3600 Ext.#150
Stephanie Riley	ACPO	Circuit 15 Probation	1100 45 th Street, Building B, West Palm Beach, Florida 33407	(561) 882-3600 Ext.#151
Catherine Bens	AAll	Circuit 15 Probation	1100 45 th Street, Building B, West Palm Beach, Florida 33407	(561) 882-3600 Ext.#145
Vanessa McLeod	AAll	Circuit 17 Probation	2928A N State Road 7 Lauderdale Lake, Florida 33313	(954) 497-3329
Alexis Beckford	SS	Circuit 17 Probation	201 West Broward Blvd., Suite 406, Fort Lauderdale, Florida 33301	(954) 759-5402
Nancy Gonzalez	SS	Circuit 17 Probation	201 West Broward Blvd., Suite 406, Fort Lauderdale, Florida 33301	(954) 759-5450
Wydee'a Wilson	CPO	Circuit 19 Probation	337 N. 4 th Street, Suite 307, Fort Pierce, Florida 34950	(772) 429-2125
Diana Lariosa	AAll	Circuit 19 Probation	337 N. 4 th Street, Suite 307, Fort Pierce, Florida 34950	(772) 429-2122
Mary J. Wright	AAI	Circuit 20 Probation	4720 SE 15 th Avenue, Cape Coral, Florida 33904	(239) 541-4643