

FLORIDA DEPARTMENT OF TRANSPORTATION
Procurement Office
605 Suwannee Street, MS 20
Tallahassee, Florida 32399-0450

ADDENDUM NO. 3

DATE: September 30, 2019

RE: Technical Questions and Answers: DOT-RFP-20-9030-GH

A. QUESTIONS RELATED TO COLLECTION SITES AND ALCOHOL TESTING FACILITIES

1. What collections sites and alcohol testing services are you currently using?
 - a. There are more than one thousand urine collection sites and alcohol testing facilities approved by the current vendor to include LabCorp Patient Service Centers, Quest Patient Service Centers and hundreds of third-party collectors throughout the entire state of Florida.

2. What is the address and phone numbers of all the sites?
 - a. Given the vast number of collection sites and alcohol testing facilities being utilized by our user agencies, we are unable to provide the addresses and phone numbers of each.

3. What does each collection site charge for services?
 - a. Please refer to Exhibit A, Part II: Scope of Services, Section 14.3. Collections are not priced individually, the user agencies pay a set unit cost per drug test which includes the specimen collection, analysis, medical review and all administrative functions within the scope of services.

4. What are the after-hours fees?
 - a. Please refer to Exhibit A, Part II: Scope of Services, Section 1.6. The mobile/after-hours fee must not exceed 250.00 per testing event. A drug and alcohol test conducted together constitutes one testing event.

5. Will you require both electronic chain of custody's as well as paper chain of custody's?
 - a. The Scope of Services is silent regarding the use of paper vs. electronic Custody and Control Forms. If the e-CCF is an available option at a collection site that meets the minimum requirements of the Scope of Services Section 1.4, the user agency may elect to use e-CCFs.

B. QUESTIONS RELATED TO TESTING COSTS:

1. What is the cost for DOT drug testing?
 - a. Please refer to the current vendor contract provided as an attachment to this addendum.

2. What is the cost for NON-DOT drug testing?
 - a. NON-DOT drug and alcohol tests are not included in the scope of services. A successfully bidder must only be able to provide these services as a user agency option. Please refer to Exhibit A, Part II: Scope of Services, Section 12.1.
3. What is the cost for alcohol testing?
 - a. Please refer to the current vendor contract provided as an attachment to this addendum.

C. QUESTIONS RELATED TO MEDICAL REVIEW SERVICES

1. Who is the current MRO that you are using?
 - a. The current vendor contracts with a team of five certified Medical Review Officers to conduct the DOT medical review process for all lab-confirmed results. The user agencies are not assigned a specific Medical Review Officer.
2. What do you pay per test for medical review services?
 - a. User agencies pay one set unit cost per test which includes specimen collection, analysis and medical review, in addition to all administrative services within the scope of services. Please refer to Exhibit A, Part II: Scope of Services, Section 14.3.

D. QUESTIONS RELATED TO LABORATORY SERVICES:

1. What laboratory are you using?
 - a. Each user agency's laboratory account is established based on the availability of laboratory Patient Service Centers (PSC) located in proximity to the user agency's primary location (i.e., LabCorp PSCs and Quest PSCs). Currently, the majority of the user agency accounts are established with LabCorp, although some user agencies have an account with both LabCorp and Quest. Any laboratory certified by the Department of Health and Human Services (HHS) may be utilized to fulfill the Scope of Services.
2. How much are they charging you per test?
 - a. The unit cost per test is inclusive of laboratory analysis, it is not invoiced separately. Please refer to Exhibit A, Part II: Scope of Services, Section 14.3.
3. Do you require that the TPA have a sub-contractor agreement with the SAMHSA approved laboratory?
 - a. The Scope of Services does not require a sub-contractor agreement with a DHHS-certified laboratory. Each user agency must have an independent laboratory account with CCFs specific to that user agency as the employer and account holder.

E. QUESTIONS RELATED TO TRAINING:

1. What are you paying or what is the contracted rate that is being paid for supervisor and employee training?
 - a. This Scope of Services does not include a training component.
2. What is the price per person?
 - a. This Scope of Services does not include a training component.
3. What is the flat rate?
 - a. This Scope of Services does not include a training component.
4. Are you paying for all handbooks and materials?
 - a. This Scope of Services does not include a training component.
5. Does the City accept Skype training or using technology for training?
 - a. This Scope of Services does not include a training component.

F. QUESTIONS RELATED TO CURRENT VENDOR:

1. How can I receive a copy of the previously awarded proposal for this RFP?
 - a. Please refer to the current vendor contract provided as an attachment to this addendum.
2. What is the pricing of previous awarded bid?
 - a. Please refer to the current vendor contract provided as an attachment to this addendum.
3. What is the name of previous vendor?
 - a. Please refer to the current vendor contract provided as an attachment to this addendum.
4. Was previous vendor minority?
 - a. Please refer to the current vendor contract provided as an attachment to this addendum.
5. How long did the vendor hold the contract?
 - a. Please refer to the current vendor contract provided as an attachment to this addendum.
6. Can you provide the addresses of the agencies as well as the account addresses?
 - a. Currently there are more than 400 hundred individual user agencies throughout the entire state of Florida, and many have multiple satellite locations. A successful bidder must be able to provide urine collection sites and alcohol testing facilities throughout the entire state of Florida.

G. QUESTION RELATED TO THE FMCSA CLEARINGHOUSE:

1. Will you require to be part of the Clearinghouse in January 2020?

- a. The Scope of Services is silent regarding the FMCSA Clearinghouse. User agencies in Employer Group Two are FMCSA-covered employers, however there are no owner-operators, therefore each employer is responsible for complying with the clearinghouse requirements individually.

Proposers should acknowledge receipt of this Addendum by completing and submitting with their proposal (or Addendum may be sent via email to greg.hill@dot.state.fl.us) no later than the time and date of the proposal opening.

_____ Bidder/Proposer

_____ Submitted by (Signature)

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, 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.

FLORIDA DEPARTMENT OF TRANSPORTATION
**STANDARD WRITTEN AGREEMENT
MODIFICATION # 1**

375-040-07
PROCUREMENT
03/17

Agreement No. BE054
Financial Project I.D. _____
Vendor No. F541497463-004
Procurement No. RFP-DOT-15/16-9001-DC
DMS Catalog Class No. 85121810

Renewal # 1

November 14, 2018

This Agreement, made and entered into on _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and First Hospital Labs, Inc. d/b/a Firstlab of 100 Highpoint Drive, Suite 102, Chalfont, PA 18914, duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on October 5, 2015 entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish certain services in connection with Florida Statewide Drug & Alcohol Testing Services; Third Party Administrator (TPA); and

WHEREAS, said Original Agreement has a renewal option that provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the Original Agreement and any written amendments signed by the parties;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree as follows:

- 1. Said Original Agreement is renewed for a period beginning 1/1/2019 and ending 12/31/2019.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

First Hospital Labs, Inc. d/b/a FirstLab
Name of Vendor
DocuSigned by:
Stacy Williams
BY: _____
AB3EC6828A2B4FD...
Authorized Signature
stacy williams

(Print/Type)
Title: EVP & CFO

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DocuSigned by:
Thomas C. Byron
BY: _____
B8610D34FBA3435...
Thomas Byron

(Print/Type)
Title: Assistant Secretary of Strategic Development

FOR DEPARTMENT USE ONLY

DocuSigned by:
[Signature]

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Procurement Office

DocuSigned by:
Larry Kingers

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT
OGC - 07/15
Page 1 of 8

Agreement No.: BEO 54

Financial Project I.D.: _____

F.E.I.D. No: F541497463

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.: _____

Procurement No.: RFP-DOT-15/16-9001-DC
(required for contracts in excess of \$5 million)

D.M.S. Catalog Class No.: 85121810

BY THIS AGREEMENT, made and entered into this 5th day of OCTOBER, 2015, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and First Hospital Labs., Inc. d/b/a FirstLab of 100 Highpoint Drive, Suite 102, Chalfont, PA 18914 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with Florida Statewide Drug & Alcohol Testing Services; Third Party Administrator (TPA)

the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof, and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the
Assistant Secretary, Intermodal Systems Development

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or December 31, 2018, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- Services shall commence January 1, 2016 and shall be completed by December 31, 2018 or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
- Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

- This Agreement may not be renewed.
- This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and the Department's Disbursement Handbook - For Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 500,000.00 per person and \$ 1,000,000.00 each occurrence, and property damage insurance of at least \$ 500,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ 500,000.00.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
 - (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

- The following provision is not applicable to this Agreement:
 The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" - Scope of Services
Exhibit "B" - Price Proposal Form and Vendor Data Sheet
- L. Other Provisions:
RFP-DOT-15/16-9001-DC

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

First Hospital Labs., Inc. d/b/a FirstLab

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY:



Authorized Signature

Stephen Levine
(Print/Type)

BY:



Authorized Signature

Richard M. Biter
(Print/Type)

Title: Executive Vice President & CAO

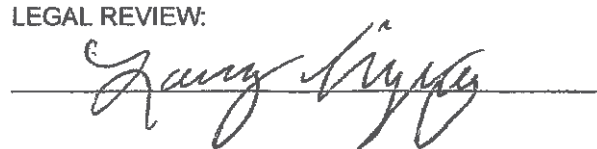
Title: Assistant Secretary, Intermodal Systems Development

FOR DEPARTMENT USE ONLY

APPROVED:


Procurement Office

LEGAL REVIEW:



Florida Statewide Drug and Alcohol Testing Services
Third Party Administrator

EXHIBIT "A"
Scope of Services
Serving FTA and FMCSA Regulated
Transportation Providers



Administered by the
Florida Department of Transportation
In cooperation with the
Florida Department of Education

**PART I
BACKGROUND AND GENERAL REQUIREMENTS**

1.0- Contract Purpose and Description

The purpose of this scope of services is to contract with a third party administrator (TPA) to provide comprehensive drug and alcohol testing administrative services that will benefit US DOT regulated transportation providers throughout the state of Florida. The number of combined urine drug tests and alcohol tests conducted on an annual basis by the transportation providers (herein referred to as user agencies) is estimated at forty thousand (40,000). The contract term will be a period of three years.

The user agencies that may purchase services from this contract will fall into two (2) groups:

1. Employers regulated by the Federal Motor Carrier Safety Administration (FMCSA)
2. Employers regulated by the Federal Transit Administration (FTA)

The user agencies that are regulated by FMCSA may include student transportation providers such as county school boards, charter schools, private schools, after school care providers, as well as city or county governments that employ individuals required to hold a commercial driver's license to perform safety-sensitive job functions, as defined by 49 CFR Part 382.

The user agencies that are regulated by FTA may include transit agencies such as independent and county operated transit systems, covered contractors, maintenance contractors, coordinated transportation agents, and governmental entities whose employees perform safety-sensitive functions as defined by 49 CFR Part 655.

The TPA shall provide drug and alcohol testing administrative services for the user agencies in accordance with this Scope of Services and in compliance with applicable regulations: 49 CFR Part 655 (FTA); 49 CFR Part 382; 49 CFR Part 40 (USDOT).

The contract administrator will oversee the terms of this contract for all user agencies, regardless of which US DOT mode the user agency is operating under.

Additionally, this scope of services will provide for the user agency to optionally purchase testing services conducted in accordance with Chapter 112.0455, Florida Statutes, the "Drug-Free Workplace Act"; as well as employer authorized NON-DOT testing services, in accordance with a user agency's policy and terms.

2.0- Experience, Qualifications and Technology Requirements of Responsive Proposers

A responsive proposer will provide documentation of the following:

- A minimum of seven (7) years overall experience in the administration of U.S. DOT compliant drug and alcohol testing programs.
- A minimum of five (5) clients, within the past seven (7) years, that are Federal Transit Administration covered employers. Clients may be current or previous clients. Responsive proposer must supply a list of clients, to include the DOT mode for which the client complies, and dates for which the vendor is/was contracted by the client at a minimum of 12 months per contract agreement. e.g.: January 2009 through March 2010.
- A minimum of five (5) clients, within the past seven (7) years, that are Federal Motor Carrier Safety Administration covered employers. Clients may be current or previous clients. Responsive proposer must supply a list of clients, to include the DOT mode for which the client complies, and dates for which the vendor is/was contracted by the client at a minimum of 12 months per contract agreement. e.g.: January 2009 through March 2010.

- A minimum of two (2) staff members or company officials that have been certified by the Substance Abuse Program Administrator's Certification Commission as a Certified Substance Abuse Program Administrator (C-SAPA) in good standing, OR two staff members or company officials that are members in good standing of a testing industry organization such as the Drug and Alcohol Testing Industry (DATIA) or the Substance Abuse Program Administrators Association (SAPAA), as examples.
- An account representative/manager, or designated point of contact, (per group is acceptable) with a minimum of three (3) years' experience in the administration of DOT regulated testing programs, in accordance with 49 CFR Part 40 and comprehensive knowledge of FTA and FMCSA regulations (Part 655 and Part 382).
- Open and active testing accounts with a minimum of three (3) independent laboratories that are certified by the Department of Health and Human Services to analyze urine specimens under the authority of the US Department of Transportation.
- A partnership or affiliation with a Medical Review Officer qualified in accordance with 49 CFR Part 40.121, as amended and is certified by the American Association of Medical Review Officers.
- The ability to establish independent testing accounts for each user agency to include separate monthly invoices for each user agency account.
- The ability to provide US DOT qualified specimen collectors and alcohol test technicians that meet the terms of this Scope of Services, throughout the state of Florida.
- The ability to provide Florida Drug Free Workplace drug and alcohol testing conducted in accordance with Florida Statutes, Chapter 59A-24 and 112.0455, as a user agency option.
- The ability to provide employer authorized (NON-DOT) five (5) panel "NIDA look-a-like" testing programs, as a user agency option.
- The ability to provide employer authorized, customized drug-testing panels, such as urine drug testing panels that include expanded opiates (synthetic opiates).
- Technology requirements:
 - a. A toll free contact telephone number
 - b. After hour contact procedures that include a response time of no greater than 30 minutes for emergency calls
 - c. Secure electronic mail communication
 - d. Company website that meets the following standards:
 - i. Provides user agencies with secure, password-protected access to drug test results and statistical reports as described within the Scope of Services.
 - ii. Provides contract administrator and/or designated representative with access to user agency account data (applicable to the FTA group only)
 - iii. Servers that are able to process large volumes of data without interruption in service
 - iv. Equipped with data encryption software
 - v. Equipped with a fool proof back up system that will retain data in accordance with record retention periods per 49 CFR Parts 40, 655 and 382

3.0- Examples of Acceptable Documentation for Experience, Qualifications and Technology Requirements:

- Letters of recommendation from clients that accurately assess the proposer's experience with both FTA and FMCSA covered employers.
- Letters of recommendation from clients that demonstrate the proposer's length of service.
- FTA Drug and Alcohol Program Audit TPA Questionnaire responses and compliance letters (if applicable).
- C-SAPA certificates (if applicable).
- Documentation of current membership in testing industry organizations.
- Statement from HHS certified laboratories demonstrating open active accounts.

- Bio and or resume of account manager, or point of contact, to be assigned to user agencies that demonstrates a minimum of three years of experience in the applicable DOT modal regulations.
- MRO credentials, qualifications and certifications.
- Toll free telephone number and description of procedures for responding to after-hours calls within 30 minutes.
- Statement of technology specifications.
- Website address.

Proposers whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsive. The contract administrator and/or evaluation team reserves the right to waive any minor irregularities or technicalities in any response received; to reject any or all responses in whole or in part, with or without cause; and to solicit new responses or to accept the response that, in its judgment, will be in the best interest of the user agencies. The contract administrator and evaluation team reserves the right to use any information presented in any response to this RFP.

4.0- Definitions:

The following words and phrases, when used in this Scope, shall have the following meanings:

1. "Collection Site" shall mean a facility where urine specimens are collected and delivered to a laboratory to be analyzed for drugs of abuse.
2. "Covered Contractor" shall mean an operator that provides services under contract with a transit agency or community transportation coordinator with employees subject to FTA drug and alcohol testing regulations. A covered contractor is considered a user agency when purchasing services for FTA drug and alcohol testing pursuant to this scope.
3. "Department" shall mean the Florida Department of Transportation.
4. "DOE" shall mean the Florida Department of Education.
5. "HHS" shall mean the Department of Health and Human Services, the agency that certifies laboratories as qualified to perform DOT drug testing.
6. "DOT" shall mean the U.S. Department of Transportation.
7. "FMCSA" shall mean the Federal Motor Carrier Safety Administration.
8. "Federal Motor Carrier Safety Administration regulations" shall mean 49 CFR 382, as amended.
9. "FTA" shall mean the Federal Transit Administration.
10. "Federal Transit Administration Regulations" shall mean 49 CFR Part 655, as amended.
11. "MRO" shall mean Medical Review Officer who is a licensed physician with knowledge of substance abuse disorders who has appropriate medical training to interpret and evaluate drug test results in accordance with the provisions of 49 CFR Part 40.
12. "NON-DOT testing" shall mean a drug and/or alcohol testing program conducted under an employer's own authority in accordance with the employer's individual policy statement.
13. "Florida Drug Free Workplace Testing" shall refer to Chapter 112.0455 Florida Statutes, the "Drug-Free Workplace Act"; and the provisions of the Agency for Health Care Administration (AHCA) Rule 59A-24, Florida Administrative Code (F.A.C.).

- 14. "RFP" shall mean Request for Proposal.
- 15. "School District" shall mean any local educational agency (LEA) that provides transportation services for public school students, any agency contracted by the local educational agency to provide transportation services for public school students, and any district charter school that provides transportation services for public students whether those services are provided by the school, contracted to another agency, or provided by the LEA.
- 16. "Split Sample" shall mean a single void of urine separated into two bottles, as per 49 CFR Part 40.3
- 17. "TPA" shall mean a third party administrator or service agent that provides, manages and/or coordinates the provision of drug and alcohol testing services.
- 18. "User Agency" is inclusive and shall mean, in the context of the RFP and any subsequent agreement, a transit system, transit agency, Community Transportation Coordinator, school district, covered contractor, or other entity authorized to purchase services pursuant to this agreement.
- 19. "USDOT regulations" shall mean 49 CFR Part 40, as amended.

**PART II
SCOPE OF SERVICES**

1.0- DOT Urine Specimen Collections

- 1.1 The TPA must establish and maintain, a network of USDOT qualified urine specimen collectors throughout the state of Florida that are regularly and actively engaged in the business of conducting urine specimen collections for DOT covered employers.
- 1.2 The TPA must ensure that all urine specimen collectors are trained in accordance with 49 CFR Part 40.33 and conduct specimen collections in accordance with 49 CFR Part 40 and the USDOT Specimen Collection Guidelines.
- 1.3 The TPA shall maintain training qualification documentation for all specimen collectors that are approved and assigned for use. The training qualification documentation must be provided to the user agency, a federal or state auditor, the contract administrator or a designated representative acting on behalf of the contract administrator, upon request.
- 1.4 The TPA must approve and assign to each user agency, a minimum of two (2) urine specimen collection facilities that meet the following criteria:
 - Collection sites must be located within 20 miles of the user agency's primary location.
 - Collection sites must meet the standards for privacy and security per 49 CFR Part 40.41 and 40.43.
 - Collection sites must obtain and maintain the supplies and materials necessary to complete a DOT urine specimen collection per 49 CFR Part 40.45 through 40.51.
 - At least one of the assigned collection sites must operate a minimum of five (5) days per week and at least eight (8) consecutive hours per day.
 - At least one of the assigned collection sites must be willing and able to conduct direct observation collections in accordance with 49 CFR Part 40.67 throughout all hours the collection site operates.
- 1.5 The TPA must also approve and assign to each user agency a minimum of one (1) mobile urine specimen

collection resource for emergency after-hours testing. The mobile urine specimen collection resource must be available twenty-four (24) hours per day, seven (7) days per week, including state and national holidays. The TPA is not authorized to invoice the user agencies for an amount greater than the mobile collector's after hours charge, plus the unit price per test.

- 1.6 In the rare event that urine specimen collection site resources are extremely limited and the terms of Section 1.4 cannot be met, the TPA must provide on-site mobile collection services to the user agency at no additional charge beyond the unit cost per test.
- 1.7 The TPA must ensure that non-fatal flaws that occur at the point of collection are promptly corrected and memorandums to laboratories are received in a timely manner so as not to create a fatal flaw.
- 1.8 The TPA shall address and respond in writing, to all concerns of potential collection site non-compliance that are raised by user agencies, the contract administrator or a designated representative. The TPA shall respond to the concerned party and copy the contract administrator, within one (1) business day of the initial notification and shall follow these procedures:
 - I. The TPA shall review all documents relevant to the concern (including, but not limited to: testing records, sign-in logs, testing notification forms and/or statements from the user agency, donors or collectors) to assess the collection site's compliance to 49 CFR Part 40 and the USDOT Specimen Collection Guidelines.
 - II. As applicable, the TPA shall deliver corrective action requirements to violating collection sites within five (5) business days of the initial notification of the complaint and/or concern. The TPA shall provide a copy of the corrective action notice to the user agency, contract administrator and/or designated representative.
 - III. Thirty days following the issuance of a corrective action requirement, the TPA shall review the practices and procedures of the collection site to ensure that the corrective action has been properly implemented. A memo or written statement documenting the follow up shall be provided to the contract administrator and/or designated representative.
 - IV. When a collector or collection site fails to comply with the corrective action requirements and/or when the thirty day follow up to the corrective action results is less than satisfactory, the TPA shall provide user agencies with an alternative USDOT qualified specimen collection resource.
- 1.9 The TPA must ensure that collectors receive error correction training in accordance with 49 CFR Part 40.33, following all fatal flaws that result in canceled tests and must maintain documentation of error correction training.
- 1.10 The TPA shall supply the contract administrator or designated representative a quarterly report of all fatal flaws that occur on testing conducted for user agencies that includes:
 - o Collector name
 - o Collector address
 - o Collection date
 - o Specimen ID number
 - o Description of fatal flaw
 - o Date of error correction training
 - o Name of individual conducting error correction training

2.0- Collection Site Compliance Monitoring

- 2.1 The TPA or their contractor shall perform a minimum of three (3) on-site inspections of urine collection facilities that have been approved and assigned by the TPA, per quarter.
- 2.2 The contract administrator and/or designated representative will provide the TPA with an inspection checklist to be used to determine collector compliance with the requirements of 49 CFR Part 40 and the USDOT Specimen Collection Guidelines.

- 2.3 The contract administrator and/or a designated representative will provide the TPA with a list of five (5) sites per quarter, of which the TPA shall select three (3) to inspect. Selection lists will be provided to TPA no later than the third business day of each new quarter.
- 2.4 The TPA shall submit the completed checklist report to the contract administrator and/or a designated representative, no later than five (5) business days after the completion of the inspection.
- 2.5 The TPA shall provide, or arrange for, technical assistance, including any necessary error correction training, to bring a collection site into compliance when a collection site is determined to be non-compliant as a result of an on-site inspection or when a state or federal audit of the collection site results in negative findings.
- 2.6 The TPA shall ensure that an alternative, DOT qualified collection site resource that meets the criteria in section 1.4 of this Scope of Services is provided to user agencies when a collection site is deemed non-compliant as a result of an on-site inspection or when a state or federal audit results in negative findings.
- 2.7 The TPA shall ensure that, in the event of an issuance of a Public Interest Exclusion (PIE) involving a collection site that has been approved and assigned to the user agencies, the contract administrator will be notified and an alternative collection site will be immediately assigned.

3.0- DOT Urine Specimen Analysis

- 3.1 The TPA shall ensure that all specimens are analyzed at a laboratory that is certified by the Department of Health and Human Services under the National Laboratory Certification Program (NLCP) for testing of urine specimens collected under the authority of the Department of Transportation.
- 3.2 The TPA shall ensure that the processing of incoming specimens, the analysis of specimens and the reporting of laboratory results is conducted in accordance with 49 CFR Part 40- Subpart F, as amended.
- 3.3 The TPA shall ensure that at least one (1) qualified forensic toxicologist are available upon request, to provide litigation assistance to include expert witness testimony and depositions.
- 3.4 The TPA shall ensure that documentation of laboratory certifications are provided to the user agency, a federal or state auditor, the contract administrator or a designated representative acting on behalf of the contract administrator, upon request.
- 3.5 The TPA shall ensure that all Medical Review Officers assigned to review laboratory reports and results for user agencies, do not have, or will not enter into, a relationship, partnership or affiliation with any laboratory that could create a conflict of interest or the appearance of a conflict of interest.
- 3.6 The TPA shall ensure that in the event of an issuance of a Public Interest Exclusion (PIE) involving a laboratory that analyzes specimens for a user agency, the contract administrator will be notified and an alternative laboratory will be immediately assigned.

4.0- DOT Medical Review Services

- 4.1 The TPA shall ensure that user agencies are provided with the services of a Medical Review Officer (MRO) that has met the qualification requirements per 49 CFR Part 40.121 and has been certified by the American Association of Medical Review Officers.
- 4.2 The TPA shall ensure that all laboratory results undergo a medical review verification process that is conducted in accordance with 49 CFR Part 40- Subpart G.
- 4.3 The TPA shall ensure that a minimum of five (5) percent of the negative laboratory results generated by this contract are reviewed personally by a Medical Review Officer that has met the qualification requirements per

49 CFR Part 40.121 and has been certified by the American Association of Medical Review Officers.

- 4.4 The TPA shall ensure that when MRO staff members review custody and control forms associated with negative laboratory results, the review is conducted under the supervision of a qualified and certified MRO as described.
- 4.5 The TPA shall ensure that the Medical Review Officer is accessible to the donor, by means of a toll-free telephone number, a minimum of twelve (12) hours per day; seven (7) days per week, excluding national holidays.
- 4.6 The TPA shall ensure that the Medical Review Officer or an MRO staff member reports non-negative results verbally to the user agency's primary or secondary contact on the same day, or next business day, following the MRO verification of the result and in accordance with 49 CFR Part 40.163, 165, 167.
- 4.7 The TPA shall ensure that the Medical Review Officer and MRO staff members implement a means of secure identification prior to communicating verified non-negative results to user agency contacts. (Example: password or account number verification).
- 4.8 The TPA shall ensure that the Medical Review Officer is accessible to the user agency to provide consultation services on topics such as shy bladder or shy lung medical evaluations and the use of medications that may present a safety concern. Consultations of this type are inclusive of the unit cost per test.
- 4.9 The TPA shall ensure that the Medical Review Officer is available to assist user agencies with expert testimony or depositions should an MRO verified result become the focus of litigation brought against the user agency.
- 4.10 The TPA shall ensure that in the event of an issuance of a Public Interest Exclusion (PIE) involving a Medical Review Officer, whose services are assigned for use under this contract, the contract administrator will be notified and an alternative Medical Review Officer will be immediately assigned.

5.0 - DOT Alcohol Testing

- 5.1 The TPA must establish and maintain a network of USDOT qualified alcohol testing technicians throughout the state of Florida that are regularly and actively engaged in the business of conducting alcohol tests for DOT covered employers. Alcohol testing must be conducted in accordance with 49 CFR Part 40, as amended.
- 5.2 The TPA must approve and assign each user agency, a minimum of two (2) alcohol-testing sites that meet, at a minimum, the following criteria:
 - Alcohol testing sites must be located within 20 miles of the user agency's primary location or account address.
 - Alcohol testing sites must operate a minimum of five (5) days per week and at least eight (8) consecutive hours per day.
 - Alcohol testing sites must be equipped to conduct DOT alcohol screening tests and confirmatory testing on site.
 - Alcohol test technicians must utilize approved equipment that is listed on the National Highway Traffic Safety Administration's conforming products list found in the Federal Register.
 - Alcohol Test technicians must ensure that routine calibration and maintenance of the equipment is performed per manufacturer's instructions.

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- Alcohol test technicians must utilize the US Department Of Transportation Alcohol Testing Form (OMB No. 2105-0529).

- 5.3 The TPA must also approve and assign each user agency a minimum of one (1) mobile alcohol test technician that is equipped with an evidential breath testing device for the purpose of conducting both screening and confirmatory DOT alcohol tests. A mobile alcohol test technician must be available twenty-four (24) hours per day, seven (7) days per week, including national holidays. The TPA is not authorized to invoice user agencies for an amount greater than the mobile collector's normal after-hours charge, plus the unit price per test.
- 5.4 In the rare event that alcohol-testing resources are extremely limited and the terms of Section 5.2 cannot be met, the TPA must provide on-site mobile collection services to the user agency at no additional charge beyond the unit cost per test.
- 5.5 The TPA shall maintain training qualification documentation for all alcohol test technicians that are approved and assigned for use. The training qualification documentation must be provided to the user agency, a federal or state auditor, the contract administrator or a designated representative acting on behalf of the contract administrator upon request.
- 5.6 The TPA must ensure that alcohol test technicians maintain documentation of testing and all pertinent maintenance records, in accordance with 49 CFR Part 40, as amended.
- 5.7 The TPA must obtain, from the alcohol test technician, documentation of all completed alcohol tests for the purpose of maintaining accurate testing records and statistical reports for each user agency.

6.0- DOT Records

- 6.1 This contract provides specific written authorization for the TPA to act as an intermediary in the transmission of MRO verified drug test results, in accordance with 49 CFR Part 40.345.
- 6.2 The TPA shall ensure that the specific urine drug test result reporting procedures are performed in accordance with the requirements of 49 CFR Part 40.163.
- 6.3 The TPA shall ensure that MRO verified negative results are reported to user agencies as soon as possible following verification. Non-flawed, negative urine specimens should be analyzed, verified and reported within 24-36 hours of specimen arrival at laboratory.
- 6.4 The TPA shall ensure that the MRO provides a written report following MRO verification of all results that includes the following:
- Full name of donor (as indicated on CCF)
 - Specimen identification number
 - Donor identification number
 - Reason for testing (test type)
 - Date of the collection
 - Date MRO received copy 2 of the CCF
 - Result of the test
 - Date result was verified by the MRO
 - If canceled, the reason for cancelation
 - If deemed a Refusal to Test, the reason for the refusal determination
- 6.5 The TPA shall ensure that user agencies are provided the option to have results reported to the user agency's primary or secondary contact in all of the following ways:
- Via a secure, password protected website
 - Via a secure and confidential electronic mail system
 - Via a secure and confidential fax machine

- 6.6 The TPA shall ensure that all result reports and associated records are not released to, or cannot be accessed by, any party other than the user agency's primary or secondary contact or contract administrator, where applicable.
- 6.7 The TPA shall ensure that all reasonable procedures to protect personal data from unauthorized access, misuse, alteration or disclosure by unauthorized parties are executed at all times, and must include the use of data encryption software and secure servers.
- 6.8 The TPA shall ensure that all hard copy (paper) testing records are maintained in a secure location that is safeguarded against theft, damage and unauthorized access.
- 6.9 The TPA shall ensure that all non-negative testing records, both electronic and hard copy (paper) are maintained and are accessible to user agencies, for a minimum of five (5) years from date of collection.
- 6.10 The TPA shall ensure that all negative testing records, both electronic and hard copy (paper) are maintained and are accessible to user agencies, for a minimum of one (1) year from date of collection.

7.0- Random Testing Program Management

- 7.1 The TPA shall generate random selections individually (no pools) for each user agency in accordance with the user agency's applicable DOT modal rule (FTA or FMCSA) and at the appropriate rate to ensure that minimum annual random testing percentages are met.
- 7.2 The TPA shall use a scientifically valid method of determining the randomly selected employees so that each employee must have an equal chance of being selected for each testing period, in accordance with 49 CFR Part 655.45 and 382.305
- 7.3 The TPA shall provide instruction to user agencies to facilitate the submission of each user agency's list of safety-sensitive employees to be included in the random testing program.
- 7.4 The TPA shall allow for the submission of updated employee lists up to ten (10) days prior to the first day of a new testing period. If the user agency has not submitted an updated list of current safety-sensitive employees ten (10) days prior to a new testing period, the TPA shall generate selections using the employee database on record from the previous testing period.
- 7.5 The TPA shall prepare and deliver random selections to each user agency's primary or secondary contact within the first three (3) business days of the new testing period by means of a secure and password protected website, secure electronic mail, or secure fax; whichever is the user agency's preferred method.
- 7.6 The TPA shall ensure that the transmission of the random selection lists to the user agency's primary or secondary contact must be conducted in a manner that will provide documentation of user agency's receipt of the selection list to include the date and time the list was transmitted and received by the user agency.
- 7.7 In the event that the user agency's primary or secondary contact is a safety-sensitive employee whose name appears on the random selection list, the TPA shall ensure that the transmission of the list is conducted at an appropriate time of day to allow for the recipient to proceed immediately for testing, in accordance with applicable regulations.
- 7.8 The TPA shall provide, upon request by the contract administrator, or a designated representative, the random testing selection lists for previous testing periods, for the purpose of compliance monitoring.
- 7.9 The TPA shall generate "alternate selections" as requested by user agencies when a selected employee will be unavailable for testing throughout the entire testing period.

8.0- Statistical Testing Data

- 8.1 The TPA shall provide and maintain a secure and password-protected, searchable website database from

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which user agencies may access testing statistical information by the following parameters:

- Reason for test
- Test Type (DOT/NON-DOT)
- Specimen Type (Breath/Urine)
- Collection Date
- Test Result
- Specimen ID
- Donor ID
- All testing conducted for a period specified by user

8.2 The TPA shall provide access to the electronic database as described in 8.1 to the contract administrator, or a designated representative, for the purpose of compliance monitoring (applicable to FTA covered employers only).

9.0- Audit Preparation and Support

9.1 In the event that a user agency becomes the subject of a drug and alcohol testing program compliance audit by a state or federal authority, the TPA shall lend support to the user agency to include, at a minimum, the following functions:

- Gathering and/or producing copies of testing records, custody and control forms, alcohol testing forms, memorandums, result certificates, service provider qualifications, statistical reports, and all other documents requested by auditors for the purpose of evaluating compliance to drug and alcohol testing regulations.
- Cooperation and coordination in responding to state and federal audit questionnaires directed at TPA approved and assigned collection sites and/or mobile collectors.
- Cooperation and coordination in responding to state and federal audit questionnaires directed at the TPA.
- Cooperation and coordination in responding to state and federal audit questionnaires directed at the Medical Review Officer.
- Cooperation and coordination in responding to state and federal audit questionnaires directed at the laboratories used to analyze urine specimens.
- Assistance in developing corrective action plans and responses to negative audit findings that are related to any of the services provided as part of this Scope of Services.

10.0- Delivery of Training Sessions

- 10.1 The TPA shall deliver, or arrange for the delivery of, two annual training sessions within the State of Florida.
- 10.2 The training professional shall be a subject matter expert with a minimum of five years of experience in the administration of USDOT, FTA and FMCSA compliant drug and alcohol testing programs.
- 10.3 The training sessions shall each be a minimum of four hours in length, and shall be conducted in person, in a classroom setting.
- 10.4 The session topics, locations, dates and times shall be coordinated in concert with the contract administrator and or designated representative.
- 10.5 One annual session shall be delivered to user agencies covered by the Federal Motor Carrier Safety Administration regulations.
- 10.6 One annual training session shall be delivered to user agencies covered by the Federal Transit

Administration regulations.

- 10.7 All expenses related to the delivery of the two annual training sessions shall be inclusive of the unit cost per test.

11.0- DOT Qualified Substance Abuse Professional Referrals

- 11.1 The TPA shall maintain a database of DOT qualified Substance Abuse Professionals (SAP) to include their name, address and location within the state of Florida.
- 11.2 The TPA shall provide a list of qualified professionals located within 50 miles of the user agency location or account address, upon request.

12.0- Florida Drug Free Workplace Testing Programs

- 12.1 The TPA shall offer, as a user agency option, drug and alcohol testing that is conducted in accordance with Florida Statutes, Chapter 59A-24 and 112.0455- known as Florida Drug Free Workplace Testing.
- 12.2 The TPA shall ensure that specimen collection procedures, specimen analysis and MRO reporting processes are in accordance with Florida Statutes, Chapter 59A-24 and 112.0455- known as Florida Drug Free Workplace Testing.

13.0- Employer Authorized (DOT look-a-like) Testing

- 13.1 The TPA shall offer, as a user agency option, employer authorized (NON DOT) drug testing using a "NIDA look a like" testing panel- a five drug panel that replicates the DOT drug testing panel in terms of the drugs being tested for and the cut-off confirmation levels used to determine non-negative lab results.
- 13.2 The TPA shall ensure that the employer authorized NON DOT testing is conducted using the same standards of practice for collection, analysis and reporting as are attributed to testing that is authorized by the US Department of Transportation.

14.0- Employer Authorized Expanded Panel Testing

- 14.1 The TPA shall be able to provide, as a user agency option, customized drug testing programs. (An example would be a nine (9) panel plus expanded opiates). Testing of this type will be conducted in accordance with the employer's policy provisions as determined by the individual user agencies that purchase this optional product.

15.0- Invoicing

- 15.1 The TPA shall establish independent testing accounts for each user agency.
- 15.2 The TPA shall invoice user agencies for the testing that is conducted on a monthly basis, in arrears.
- 15.3 The unit cost per test for a urine drug test will include the urine specimen collection, specimen analysis, medical review and result reporting as well as all administrative functions as described within the Scope of Services.
- 15.4 The unit cost per test for an alcohol test will include the alcohol test technician's fee and all associated administrative functions as described within the Scope of Services
- 15.5 The unit cost per test for employer authorized (NON-DOT) urine drug testing will include the urine specimen collection, specimen analysis, medical review and result reporting as well as all administrative functions as described within the Scope of Services.
- 15.6 The unit cost per test for employer authorized (NON-DOT) alcohol testing will include the alcohol test technician's fee and all associated administrative functions as described within the Scope of Services.
- 15.7 The invoices shall include the date of collection, specimen ID number, donor ID number and test type for

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each test being invoiced.

- 15.8 The TPA shall notify the contract administrator or designated representative should a user agency fail to remit payment for services rendered per the terms of the established purchase agreement between the TPA and the user agency. The TPA shall notify the contract administrator or designated representative of any intention to suspend services.

**PART III
PROJECT DESCRIPTION AND SPECIAL CONSIDERATIONS**

Project Description

Drug and Alcohol Testing Third Party Administrative Services, pursuant to Federal Motor Carrier Safety Administration and Federal Transit Administration drug and alcohol testing regulations, for Florida School Districts, Florida transit agencies, Community Transportation Coordinators and covered contractors; as well as NON-DOT Drug and Alcohol Testing Third Party Administrative Services, implemented under an employer authority and Florida Drug Free Workplace testing conducted pursuant to Chapter 112.0455, Florida Statutes, the "Drug-Free Workplace Act"; and the provisions of the Agency for Health Care Administration (AHCA) Rule 59A-24, Florida Administrative Code (F.A.C.) for entities of the same.

Special Considerations by the Department and DOE

The Department and DOE authorizes the TPA to enter into purchase agreements with user agencies for the purpose of establishing a minimum twelve (12) month period for procurement of substance abuse management services from the TPA. Such agreements shall be by purchase order, formal letter, or memorandum of agreement. The Department authorizes the TPA to reduce the unit price provided in "Exhibit B" for Drug and Alcohol Testing Services if there is a significant increase in the number of testing services. Under no circumstances shall the unit price for Drug and Alcohol Testing Services exceed that provided by "Exhibit B" during the term of the Agreement. Any reduction in the agreement unit prices shall be applied consistently for all user agencies. The Department and the DOE authorizes any Florida governmental or public entity employer to procure services, pursuant to the terms of this agreement, for purposes of conducting drug and alcohol tests required by DOT agency regulations and Florida Drug-Free Workplace testing requirements.

Special Considerations by the TPA

The TPA may reduce the unit price provided in "Exhibit B" for Drug and Alcohol Testing Services if the quantity of testing services increases significantly or other reasons at the discretion of the TPA. Any reduction in the agreement unit prices shall be applied consistently for all user agencies. Under no circumstances shall the unit price for Drug and Alcohol Testing Services exceed that provided by "Exhibit B" during the term of the Agreement. The DOE and Department's Project Managers shall be formally notified in advance of any changes to the unit price. The TPA shall permit any Florida governmental or public entity employer to procure services, pursuant to the terms of this agreement, for purposes of conducting drug and alcohol tests required by DOT agency regulations.

General Specifications

The TPA shall obtain and maintain during the entire contract period all permits and/or licenses required by any governmental entity for continued operations of their facilities. Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the service covered herein apply. Lack of knowledge on the part of the TPA shall in no way be a cause for relief from responsibility.

The TPA shall maintain in full force and effect for the duration of the contract, the following insurance coverages:

Public Liability Insurance

Insurance shall be in an amount not less than five hundred thousand dollars (\$500,000.00) for bodily injuries, including wrongful death to anyone person, and subject to the same limit for each person, in an amount not less than one million dollars (\$1,000,000.00) on account of all accidents. PROPERTY DAMAGE INSURANCE Insurance shall be in an amount not less than five hundred thousand dollars (\$500,000.00) for damages on account of anyone accident, and in an amount not less than one million dollars (\$1,000,000.00) for damages on account of all accidents. Automobile property damage shall be not less than five hundred thousand dollars (\$500,000.00). The limits specified herein are minimum limits.

Automobile Insurance

Business automobile insurance for owned, non-owned, hired, leased and rented vehicles, and automobile contractual liability coverage (including rental and lease agreements), with single limit of liability of not less than \$1,000,000.00

Employee Dishonesty Insurance

Employee dishonesty insurance under a commercial crime or blanket crime policy, which shall also provide coverage for theft by vendor's employees of any property owned by purchaser, with coverage of not less than \$100,000.00.

Workers Compensation Insurance

Workers compensation' insurance, in accordance with the requirements of Chapter 440, Florida Statutes, including statutory benefits' coverage and employers liability coverage with \$1,000,000.00 each occurrence.

Umbrella Liability Insurance

Umbrella liability insurance having additional coverage of not less than \$1,000,000.00 effective without hiatus when limits of all insurance coverage above-described are exhausted,

Property Loss or Theft

Purchaser shall have no liability or obligation for any loss of or damage to any property owned by or leased or rented to vendor, or for the theft of any property.

EXHIBIT "B" - "PRICE PROPOSAL" FORM
DETAILS OF COSTS AND FEES - RFP-DOT-15/16-9001-DC

RFP Title: Florida Statewide Drug & Alcohol Testing Services; Third Party Administrator (TPA)

AS SPECIFIED IN EXHIBIT "A", SCOPE OF SERVICES

Section I: Drug Testing Services

Statewide Unit Price

- 1. DOT urine drug testing services as specified: \$ 32.25 / test
- 2. NON-DOT "NIDA Look-a-Like" urine drug testing as specified: \$ 32.25 / test
- 3. Florida Drug Free Workplace urine drug testing services as specified: \$ 32.25 / test

Section II: Alcohol Testing Services

Statewide Unit Price

- 1. DOT alcohol testing services specified: \$ 29.95 / test
- 2. NON-DOT alcohol testing services specified: \$ 29.95 / test
- 3. Florida Drug Free Workplace alcohol testing services as specified: \$ 29.95 / test

Notes:

Employer authorized drug and alcohol testing using customized testing panels (such as expanded opiates) will be negotiated separately with each user agency choosing to purchase the optional product.

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR-1000 General Contract Condition #14.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: First Hospital Labs., Inc. d/b/a FirstLab FEID # 54-1497463

Address: 100 Highpoint Drive, Suite 102 City/State, Zip Chalfont, PA 18914

Authorized Signature:  Date: July 21, 2015

Printed / Typed: Steve Levine Title: EVP & CAO

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VENDOR DATA SHEET

Solicitation Number: RFP-DOT-15/16-9001-DC

Title: Florida Statewide Drug & Alcohol Testing Services: Third Party Administrator (TPA)

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 54-1497463

VENDOR NAME: First Hospital Labs., Inc. d/b/a FirstLab

ADDRESS: 100 Highpoint Drive, Suite 102

CITY, STATE, ZIP: Chalfont, PA 18914

TELEPHONE: 215-396-5500

TOLL FREE NO.: 800-732-3784 FAX NO.: 215 / 396-5660

SERVICES INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Steve LeVine

ADDRESS: 100 Highpoint Drive, Suite 102

CITY, STATE, ZIP: Chalfont, PA 18914

TELEPHONE: 215/396-5567

TOLL FREE NO.: 800-732-3784 ext 5567 FAX NO.: 215/396-5666

INTERNET E-MAIL ADDRESS: slevine@firstlab.com / rfp@firstlab.com

INTERNET WEBSITE URL: www.FirstLab.com

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Florida Department of Transportation

RICK SCOTT
GOVERNOR


605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

MEMORANDUM

DATE: January 6, 2015

TO: Brian Blanchard, Assistant Secretary for Engineering & Operations
Rachel Cone, Assistant Secretary for Finance & Administration

FROM:  Richard Biter, Assistant Secretary for Intermodal Systems Development

COPIES: Jim Wood, Personnel, General Counsel

SUBJECT: Delegation of Signature Authority

I hereby delegate you the authority to sign correspondence and other documents requiring the approval of the Assistant Secretary for Intermodal Systems Development during my absence. In the event all of you are out of the office, signature authority is delegated to Jim Wood. This delegation will remain in effect until modified or rescinded by me.

Signature should be made in your name "for the Assistant Secretary for Intermodal Systems Development".

All documents requiring signature and/or approval under this delegation should be forwarded to my office for proper coordination prior to signing.

Please ensure my office receives a reading file copy of all correspondence (letters and memoranda) you sign for me.

RB/tb