

RECEIVED

C-13-0220

MAY 16 2013

LANCASTER COUNTY CLERK

AMENDMENT TO AGREEMENT
LANCASTER COUNTY
DRUG TESTING KITS & SUPPLIES
(COMMUNITY CORRECTIONS ONLY)
BID NO. 11-063

This Amendment is hereby entered into on this 21 day of May, 2013, by and between Redwood Toxicology Laboratory, Inc., 3650 Westwind Boulevard, Santa Rosa, CA 95403 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Agreement dated May 10, 2011 under County Contract No. C-11-0244, (the "Agreement"), for Drug Testing Kits and Supplies, Bid No. 11-063, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 10, 2011 through May 9, 2013, with the option to renew for one (1) additional two (2) year terms; and

WHEREAS, the parties wish to renew the Contract for one (1) additional two (2) year term beginning May 10, 2013 through May 9, 2015 and

Whereas, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$120,000.00 without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-11-0244 and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) additional two (2) year term beginning May 10, 2013 through May 9, 2015.
2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 21 day of May, 2013

Approved as to form

this 21 day of May, 2013

Deputy County Attorney

FOR Lancaster County Attorney

Handwritten signatures of Lancaster County Board of Commissioners: Deb Sharr, Brett Smay, Larry Redburn, Janet Humphreys, and Pam Blumens.

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 5/8/2013

Table with 2 columns: Field Name and Value. Fields include Company Name, By, Title, Company Address, Company Phone & Fax, and E-Mail Address.

RECEIVED
C-11-0244
MAY 05 2011

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Annual Requirements
for
Drug Testing Kits and Supplies
(Community Corrections Federal Grant)
Bid No. 11-063**

**Redwood Toxicology Laboratory, Inc.
3650 Westwind Boulevard
Santa Rosa, CA 95403
800-255-2159**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 10 day of May 2011, by and between Redwood Toxicology Laboratory, Inc., 3650 Westwind Blvd., Santa Rosa CA 95403, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Drug Testing Kits and Supplies (Community Corrections Federal Grant), Bid No. 11-063 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option for one (1) additional two (2) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Term Contract Provisions
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Addendum No. 1
 7. Federal Forms
 8. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

for *Billy Johnson*
Lancaster County Attorney

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
dated 5/10/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Redwood Toxicology Laboratory, Inc.
Name of Corporation

ATTEST:
[Signature] (SEAL)
Secretary

3650 Westwind Blvd. Santa Rosa, CA 95403
(Address)

By: *[Signature]*
Duly Authorized Official Barry C. Chapman
Chief Financial Officer
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

| Bid Information | | Contact Information | | Ship to Information | |
|-----------------|---|---------------------|---|---------------------|---|
| Bid Creator | Robert Walla Asst. Purchasing Agent | Address | Purchasing 440 S. 8th St. Lincoln, NE 68516 | Address | Adult Drug Court 555 So. 9th Street Lincoln, NE 68508 |
| Email | rwalla@lincoln.ne.gov | Contact | Robert Walla Asst. Purchasing Agent | Contact | |
| Phone | 1 (402) 441-8309 | | | Department | |
| Fax | 1 (402) 441-6513 | | | Building | |
| Bid Number | 11-063 Addendum 1 | Department | | Floor/Room | |
| Title | Annual Supply - Drug Testing Kits and Supplies | Building | Suite 200 | Telephone | |
| Bid Type | Bid | Floor/Room | | Fax | |
| Issue Date | 03/23/2011 | Telephone | 1 (402) 441-8309 | Email | |
| Close Date | 4/6/2011 12:00:00 PM CST | Fax | 1 (402) 441-6513 | | |
| Need by Date | | Email | rwalla@lincoln.ne.gov | | |

Supplier Information

Company Redwood Toxicology Laboratory, Inc.
 Address 3650 Westwind Boulevard
 Santa Rosa, CA 95403
 Contact Mary Tardel
 Department
 Building
 Floor/Room
 Telephone 1 (800) 2552159 4359
 Fax 1 (707) 6362809
 Email bids@redwoodtoxicology.com
 Submitted 4/4/2011 10:46:23 AM CST
 Total \$23,436.00

Signature _____

Supplier Notes

RTL is pleased to respond to this bid. Please see our attachments for more information about our company and products.

Bid Notes

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|----------------------|--|-------------|
| 1 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 2 | Contact | Name of person submitting this bid: | Mary Tardel |

| | | | |
|----|--|--|-----|
| 3 | Term Contract Provisions | I acknowledge reading and understanding the Term Contract Provisions. | Yes |
| 4 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes |
| 5 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 6 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 7 | Escallation/De-escalation | Are your bid prices firm for the first two (2) year contract period. YES or NO If NO, state period for which prices will remain firm: Through _____ | YES |
| 8 | Protest Procedures | I acknowledge that I have read and understand the Lancaster County Bid Protest procedures. I further recognize that in the event a protest is denied by the County, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the County. For further information on a protest, a Vendor may contact the County Purchasing Agent. | Yes |
| 9 | Federal Bidding Documents and Compliance | I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the form and according to the codes listed. | Yes |
| 10 | UA Cups with Temp Strips | Will you be providing the UA Cups and Temp Strips at no charge as requested in the Specifications? YES or NO If NO, how much will you charge? | YES |
| 11 | Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. | Yes |

Line Items

| # | Qty | UOM | Description | Response |
|---|-------|-----|---|----------|
| 1 | 1,000 | EA | 12 Panel Drug Test Kit COC/AMP/M-AMP/THC/MTD/MDMA/OPI(300)/OXY/PPX/PCP/BAR/BZO | \$3.65 |

Item Notes: Quantity listed is a three year supply estimate. The County does not guarantee any specific amounts or number of orders from this contract.

Supplier Notes: 12 Panel-Dip Part Number 011020141

| | | | | |
|---|-------|----|---|--------|
| 2 | 6,500 | EA | 5 Panel Drug Test Kit THC/MAMP/OPI/COC/BZO | \$1.29 |
|---|-------|----|---|--------|

Item Notes: Quantity listed is a three year supply estimate. The County does not guarantee any specific amounts or number of orders from this contract.

Supplier Notes: 5 Panel-Dip Part Number 011020015

| | | | | |
|---|-------|----|---|--------|
| 3 | 6,500 | EA | 5 Panel Drug Test Kit THC/MAMP/OPI/COC/AMP | \$1.29 |
|---|-------|----|---|--------|

Item Notes: Quantity listed is a three year supply estimate. The County does not guarantee any specific amounts or number of orders from this contract.

Supplier Notes: 5 Panel-Dip Part Number 011020034

| | | | | |
|---|-------|----|-------------------|--------|
| 4 | 7,500 | EA | Adulterant Strips | \$0.32 |
|---|-------|----|-------------------|--------|

Item Notes: Quantity listed is a three year supply estimate. The County does not guarantee any specific amounts or number of orders from this contract.

Price must include delivery to the location listed above.

Supplier Notes: Adulterant Strips Part Number 011021910

| | | | | |
|---|-----|----|-------------|--------|
| 5 | 400 | EA | OXY Singles | \$0.31 |
|---|-----|----|-------------|--------|

Item Notes: Quantity listed is a three year supply estimate. The County does not guarantee any specific amounts or number of orders from this contract.

Price must include delivery to the location listed above.

Supplier Notes: OXY Panel-Dip Part Number 011020037

| | | | | |
|---|-----|----|--------------|--------|
| 6 | 200 | EA | MDMA Singles | \$0.31 |
|---|-----|----|--------------|--------|

Item Notes: Quantity listed is a three year supply estimate. The County does not guarantee any specific amounts or number of orders from this contract.

Price must include delivery to the location listed above.

Supplier Notes: MDMA Panel-Dip Part Number 011020036

| | | | | |
|---|-----|----|--------------|--------|
| 7 | 100 | EA | Saliva Tests | \$4.30 |
|---|-----|----|--------------|--------|

Item Notes: Quantity listed is a three year supply estimate. The County does not guarantee any specific amounts or number of orders from this contract.

Price must include delivery to the location listed above.

Supplier Notes: OrAlert Part Number 011022083

| | |
|-----------------|-------------|
| Response Total: | \$23,436.00 |
|-----------------|-------------|

SPECIFICATIONS
ANNUAL REQUIREMENTS for DRUG TESTING KITS AND SUPPLIES
LANCASTER COUNTY COMMUNITY CORRECTIONS

1. SCOPE OF WORK

- 1.1 The intent of this specification is to describe the requirements for the Annual Supply of Drug Testing Kits and Supplies for the Lancaster County Community Corrections Dept..
 - 1.1.1 **Due to Federal bidding requirements this contract will only be available to Lancaster County Community Corrections.**
- 1.2 The term of the agreement shall be two (2) years, from date of execution with option to renew for one (1) additional two (2) year term.
- 1.3 Vendors shall submit bid documents and all supporting material via e-bid.
 - 1.3.1 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.3.2 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
- 1.4 Products and services purchased under an awarded contract must follow Federal Grant regulations.
 - 1.4.1 Awarded Vendor agrees to follow all requirements as they are listed in the bid documents.
- 1.5 Lancaster County Community Corrections shall not make purchases on the awarded contract in an amount which would exceed 10% of the total bid price.
 - 1.5.1 If this amount is exceeded in any year of the contract, a new bid may be solicited according to FTA Procurement Guidelines.
- 1.6 Current usage by Community Corrections is approximately \$29,000.00 per year.
- 1.7 Delivery will be made Monday thru Friday (except holidays) between the hours of 8:00 a.m. and 3:30 p.m.
 - 1.7.1 All prices include delivery FOB destination.

2. PRODUCT INFORMATION

- 2.1 Community Corrections is requesting bids for On-Site Drug Testing Supplies
 - 2.1.1 Community Corrections currently uses Reditest kits.
 - 2.1.2 Reditest kits will be used for the purpose of comparison to determine if a product will meet the requirements of the department.
 - 2.1.2.1 Vendors submitting bids for test kits that are not Reditest must provide samples within 48 hours of request by department.
- 2.2 The type of testing supplies are as follows:
 - 2.2.1 **PANEL DIP IMMUNOASSAY DEVICES**
 - 12 Panel - COC/AMP/M-AMP/THC/MTD/MDMA/OPI(300)/OXY/PPX/PCP/BAR/BZO
 - 5 Panel - THC/M-AMP/OPI(300) COC/BZO
 - 5 Panel - THC/M-AMP/OPI(300)/ COC/AMP
 - 1 Panel - MDMA
 - 1 Panel - OXY
 - 2.2.2 **ADDITIONAL SCREENING DEVICES NEEDED**
 - 1 Step Validity Tests (Creatine, Nitrile, Glutaraldehyde, pH, Specific Gravity, and Oxidants)
 - 6 Panel Saliva - AMP/M-AMP/BZO/COC/THC/OPI
- 2.3 All testing supplies must use the lowest level cutoff generally available for substance.
- 2.4 Vendor shall provide free temperature strips and UA Bottles.
 - 2.4.1 It is estimated that Community Corrections uses approximately 14,600 strips and bottles per year.

3. **VENDOR REPORTS**

- 3.1 Vendor MUST provide a quarterly report to the City Purchasing office which shows the number of kits ordered, delivered and paid for by Community Corrections.
 - 3.1.1 Report must also provide unit pricing and total amount spent during this time period.
 - 3.1.2 Failure to send this report to the City Purchasing Office may result in the termination of the contract and exclusion of the Contractor on future bids.
 - 3.1.3 Send Reports To:
City/County Purchasing Office
Robert Walla
440 So. 8th Street
Lincoln, NE 68508
 - 3.1.4 You must list the bid number, bid name and company name on the report and the words, "Community Corrections Drug Test Report" on the outside of the envelope.

LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #1

Issue Date: 03/25/11

Quote 11-063

FOR

Drug Testing Kits and Supplies

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the County's specification and bidding documents:

1. **What is the timeframe for initial purchase?**
Answer: First order would be approximately 90 days from date of bid closing.
2. **What is the estimated schedule for purchasing these tests and supplies?**
Answer: It is believed that orders will be placed on a quarterly basis.
3. **Is there any preference for small business or women owned certification?**
Answer: No.
4. **Do you purchase off GSA schedule?**
Answer: Yes but not for this department.
5. **Please read the Specifications and Instruction To Bidders for question submission.**
6. **The current Vendor is Redwood Toxicology.**
7. **The current contract with pricing can be viewed by going to lincoln.ne.gov, type contracts in the search box, click commodity contracts, click d, click on the Redwood name.**
8. **The following is a list of cut-off levels:**

Amphetamine - 300 ng/mL
Barbiturates - 300 ng/mL
Benzodiazepines - 300 ng/mL
Cocaine - 150 ng/mL
Marijuana - 50 ng/mL
Methadone - 300 ng/mL
Methamphetamine - 500 ng/mL
Methylenedioxymethamphetamine - 500 ng/mL
Opiate - 300 ng/mL
Oxycodone - 100 ng/mL
Phencyclidine - 25 ng/mL
Propoxyphene - 300 ng/mL
Tricyclic Antidepressants - 1,000 ng/mL

9. Does Lancaster County require testing devices with an accuracy rate of 97% or greater?
Answer: NO.
10. How many locations will product be shipped to?
Answer: One
11. Is this an all or nothing bid or will multiple vendors be selected?
Answer: All or nothing

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

COMMISSIONERS

*DEB SCHORR * LARRY HUDKINS * BRENT SMOYER * BERNIE HEIER * JANE RAYBOULD*
KERRY EAGAN, Chief Administrative Officer