

AGENDA ITEM # 33January 6, 1998\*Hear comments from Commissioners.

Commissioner Heiligenstein commented on February 3, 1998 meeting at Hopewell Elementary in Round Rock concerning SH-130 technical alignment route. A major study will be conducted from February 3, 1998 into the fall, at which time a public hearing will be held recommending the final preferred alignment to the Federal Highway Commission administration.

Judge Doerfler commented on the recent CAPCO meeting where nominations for several different categories including water utilities, water districts, small business and agriculture as well as several others were discussed.

COMMISSIONERS COURT RECESSED AT 12:21 P.M. ON TUESDAY, JANUARY 6, 1998.

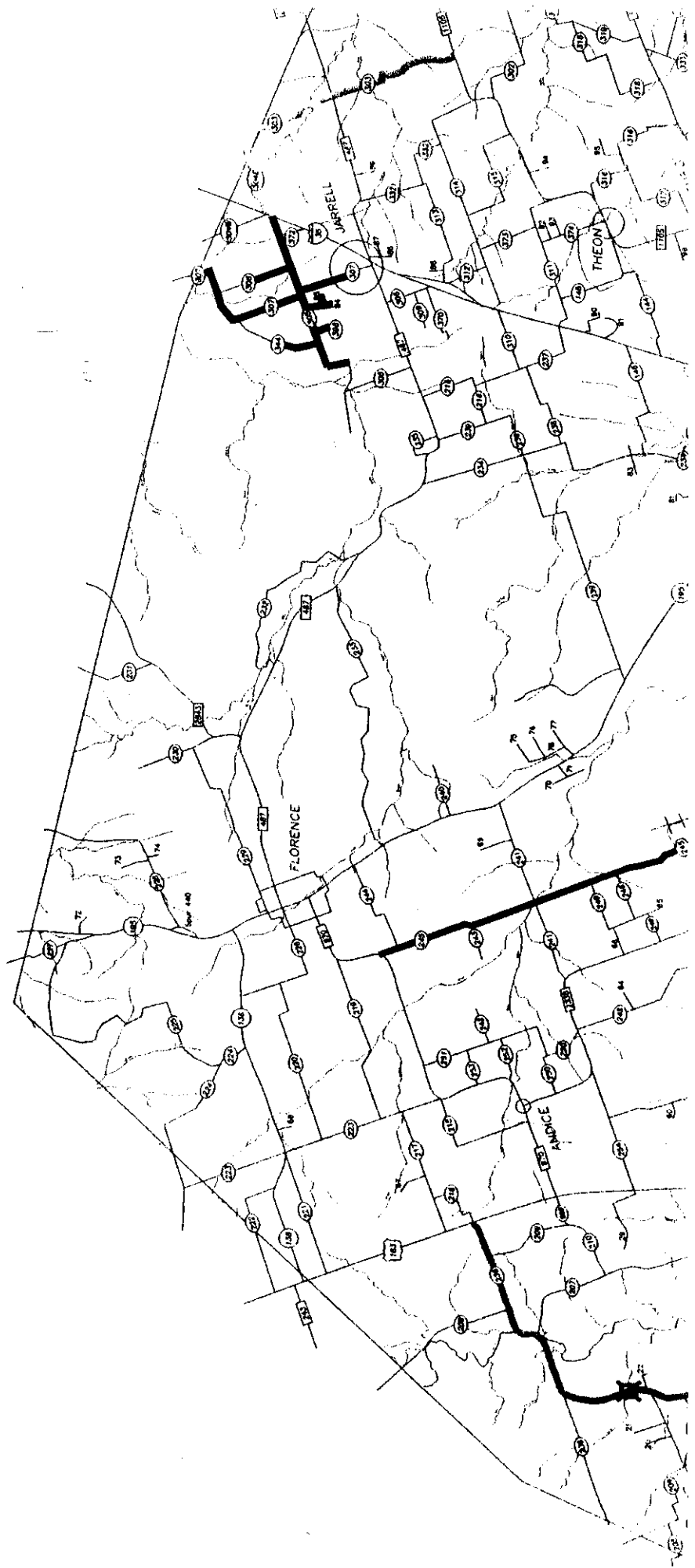
COMMISSIONERS COURT RECONVENED AT 2:15 P.M. ON TUESDAY, JANUARY 6, 1998.

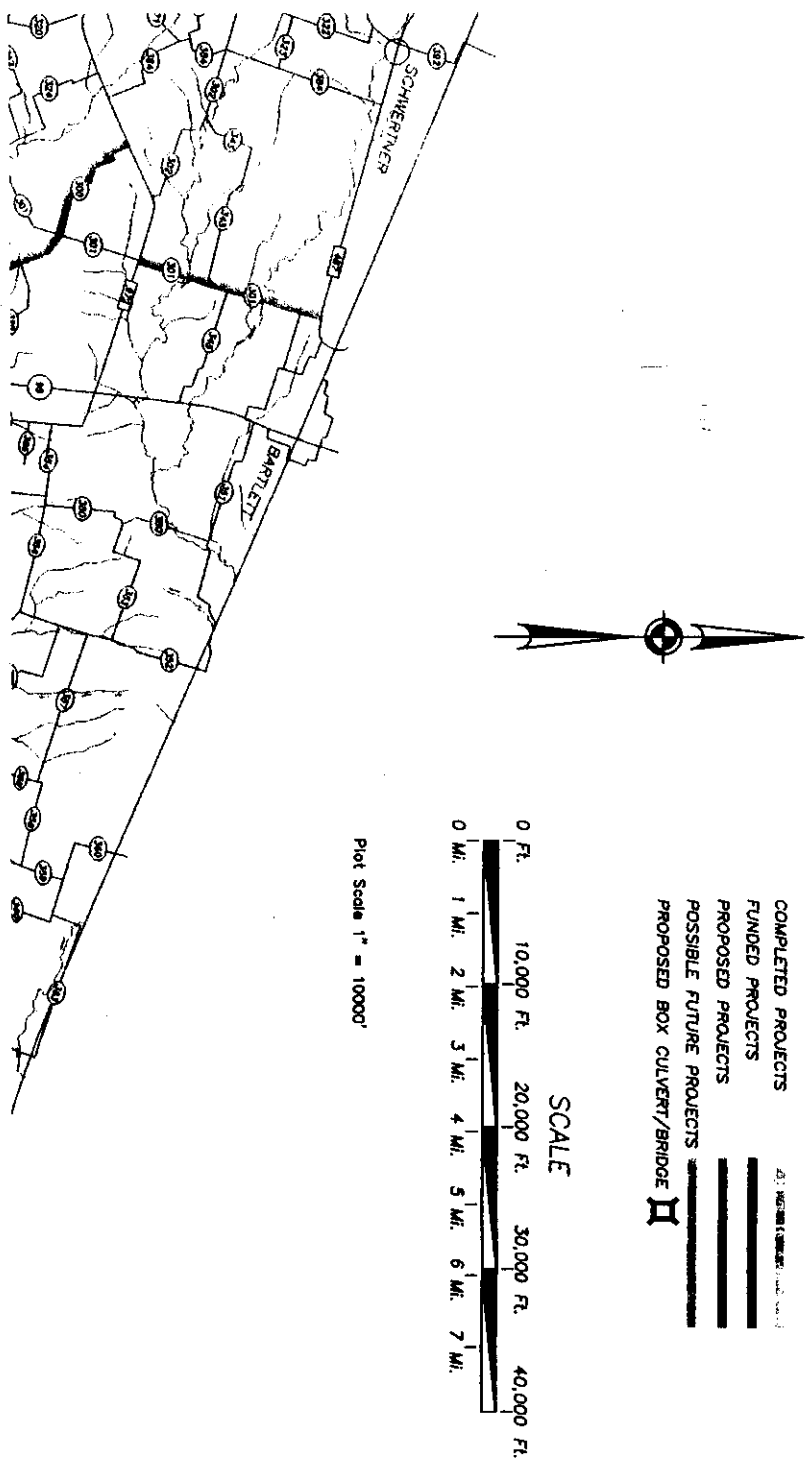
AGENDA ITEM #34January 6, 1998\*Hold work session on various road projects.

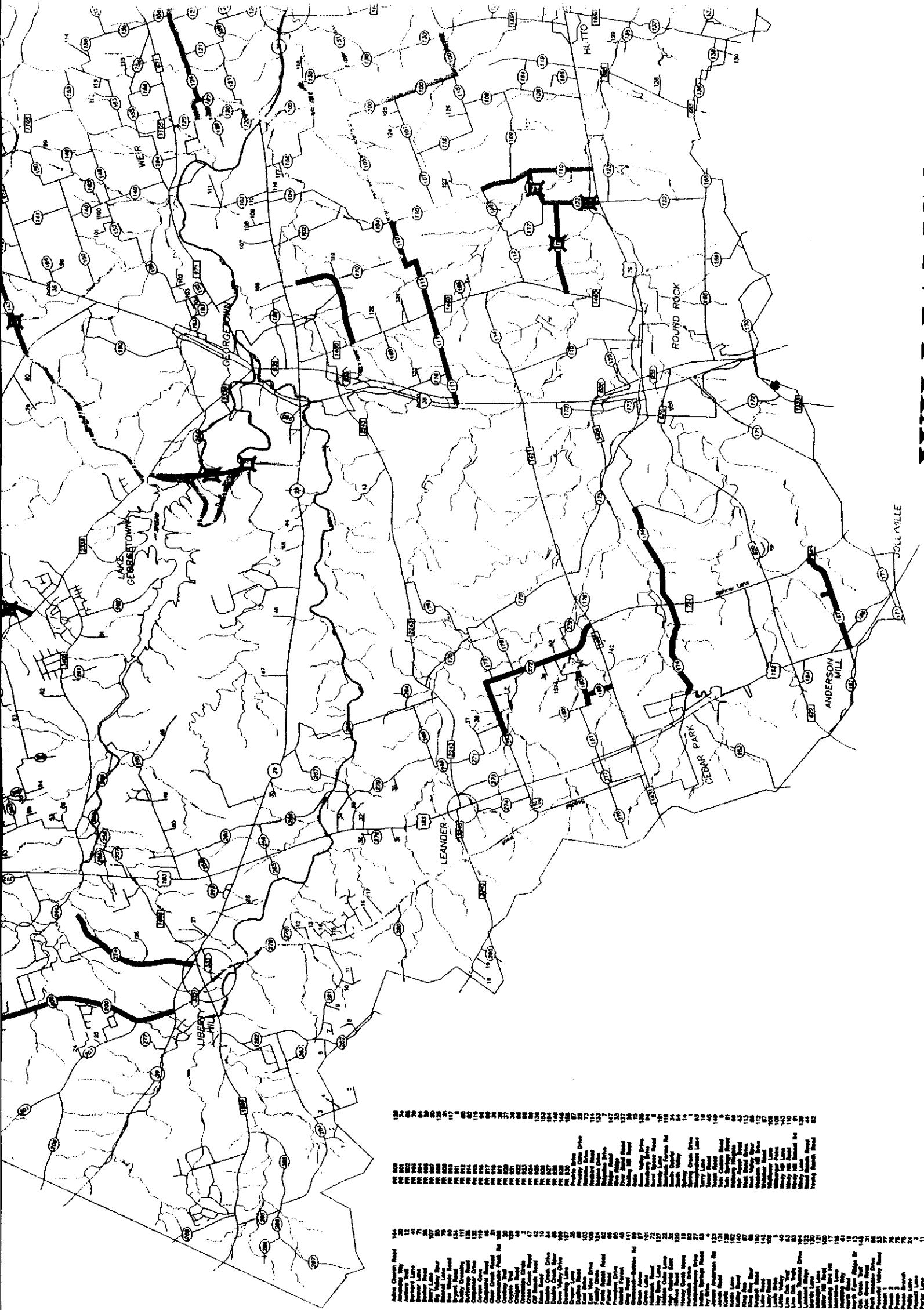
Unified Road & Bridge Director Greg Bergeron and County Engineer Joe England addressed the court on various road projects within the county and discussed putting an item on the January 13, 1998 agenda to discuss accepting proposals for these road projects.

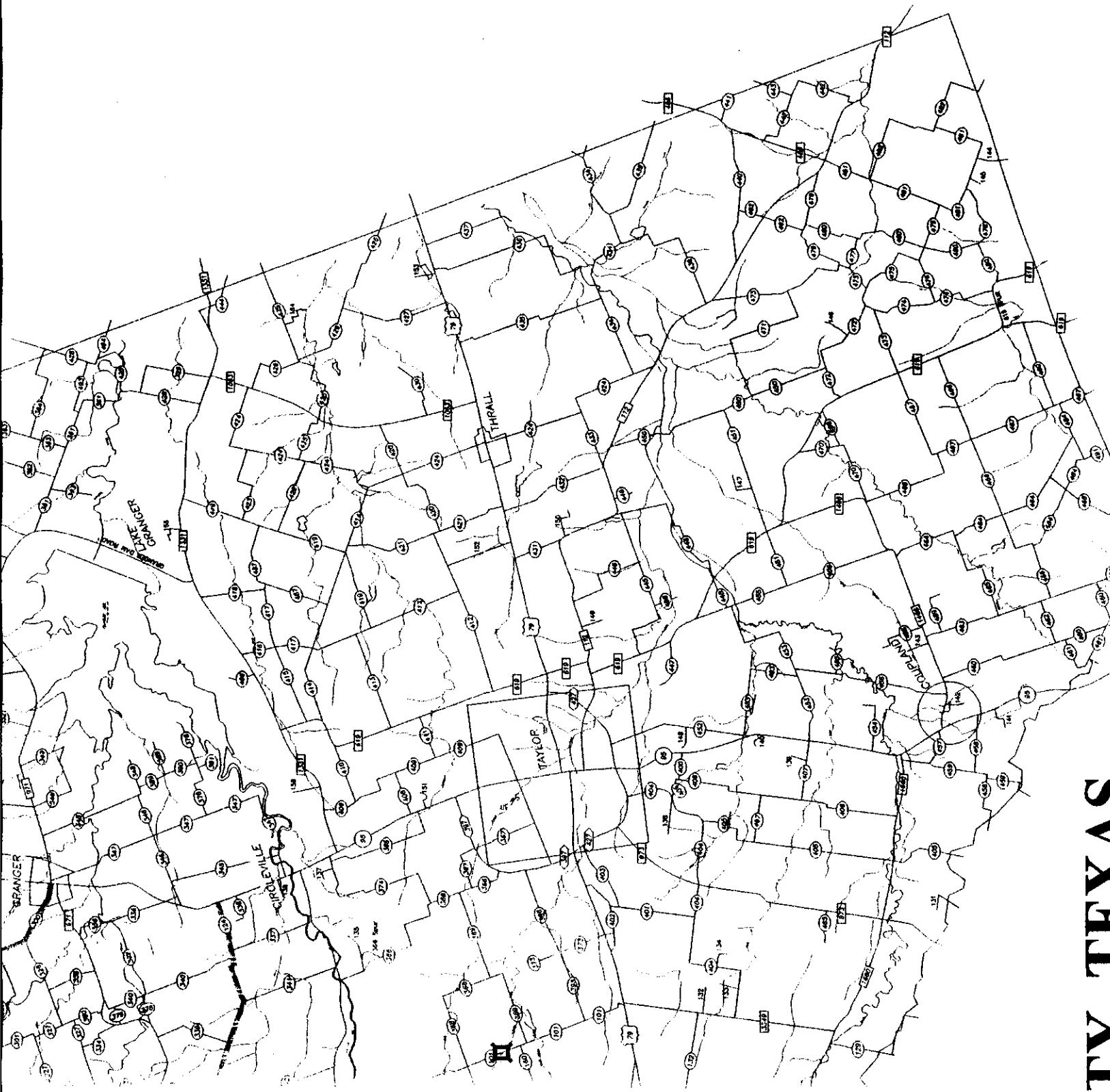
The Northridge road project was discussed and will be completed by the Williamson County Road & Bridge crew.

< Clerk copy here >









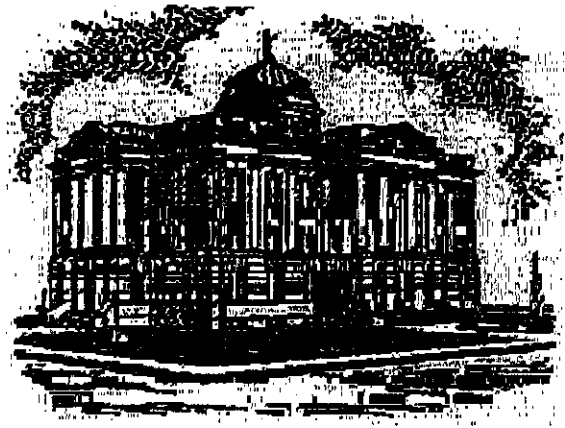
TV TEXAS

\*\*\* See Action taken in Vol 94 Page 590

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**WILLIAMSON COUNTY AUDITOR'S OFFICE  
PURCHASING DEPARTMENT  
710 MAIN STREET, SUITE 303  
GEORGETOWN, TEXAS 70020**

<http://www.williamson-county.org/Procurement>



## INVITATION FOR PROPOSALS

This PROPOSAL Packet Includes:

- |    |   |                |
|----|---|----------------|
| 1. | Official Proposal Form for Williamson County  | Page 2         |
| 2. | Proposer Instructions / Requirements          | Pages 3 thru 6 |
| 3. | Legal Notice                                  | Page 7         |
| 4. | Proposal Check List                           | Page 8         |
| 5. | Proposal Specification(s) / Proposal Sheet(s) | "Attachment"   |



**On-Site Services**  
Testing Center  
"Just Call Us!"

- Complete Administrated Testing Programs
- Drug, Alcohol, Hair, and DNA Testing
- Walk-ins Accepted, 24 Hour Mobile Testing
- Certified D.O.T. / SAMHSA / N.I.D.A. / Private

**Drew Schmitt**

8711 Burnet Rd. Ste. A-6  
Austin, TX 78757

Office: (512) 407-8111  
24 Hour Pager: (512) 207-6675

**WILLIAMSON COUNTY PROPOSAL FORM**

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Proposal Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

**NAME OF PROPOSER:** On-Site Services

**Mailing Address:** 8711 Burnet Rd. Suite A-6

**City:** Austin

**State:** Texas

**Zip:** 78757

**Telephone:** ( 512 ) 407-8111

**Fax:** ( 512 ) 407-8222

  
Signature of Person Authorized to Sign Proposal

**Date of Proposal:** 12-17-97

**Name and Title of Signer:** Drew Schmitt (owner)

(Please Print or Type)

**PLEASE COMPLETE THE FOLLOWING:**

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

☒ Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

☐ Bidding on low item basis. (Will accept award on "any or all" low bid items.)

List Additional Limitations if applicable: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

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## WILLIAMSON COUNTY PURCHASING DEPARTMENT

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### FORMAL INVITATION FOR PROPOSALS CONTRACT: DRUG TESTING

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PROPOSAL NUMBER: 98WC502      PROPOSAL OPENING DATE & TIME: DEC 19, 1997-10:00AM

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PROPOSALS must be received in the Williamson County Auditor's Office prior to **10:00 AM on Friday, December 18, 1997**. At which time the PROPOSALS will be opened in the Williamson County Auditor's Office Conference Room on the 3rd floor of the County Courthouse. PROPOSALS received after that time will not be opened and will be considered void and unacceptable. As to each item bid, the Court may either reject all PROPOSALS or award a contract to the lowest and best PROPOSAL.

SEALED PROPOSALS may be hand-delivered to:  
Williamson County Auditor's Office  
Third (3rd) floor, Suite 303  
Williamson County Courthouse (on the square)  
710 Main St., Georgetown, Texas

OR

SEALED PROPOSALS may be mailed to:  
Williamson County Auditor's Office  
Ginny Atkinson - Purchasing  
710 Main St. - Suite 303  
Georgetown, Texas 78626

**ALL PROPOSALS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS PROPOSAL DOCUMENT.**

**ALL INFORMATION REQUIRED BY THE PROPOSAL FORM MUST BE FURNISHED OR THE PROPOSAL MAY BE DEEMED NON RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.**

**ALL PROPOSALS MUST BE SUBMITTED IN TRIPLICATE (1 ORIGINAL COMPLETE PROPOSAL SET & 2 COPIES).**

**ALL PROPOSALS MUST BE RETURNED IN A SEALED ENVELOPE, MARKED WITH THE PROPOSAL NAME, PROPOSAL NUMBER, AND PROPOSAL OPENING DATE & TIME.**

**FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**

1. It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any proposer who wishes to restrict his PROPOSAL to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner of Justice Precinct is a separate department.

(1) Unless the PROPOSAL received expressly states that the bidder will accept only the award of all items bid, each item in the PROPOSAL will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the PROPOSAL expressly states that the proposer will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the proposer who is lowest and best for that individual department.



(3) Similarly, unless the notice or PROPOSAL expressly states otherwise, PROPOSALS will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the PROPOSAL, shall be at the discretion of Commissioners' Court at the time a PROPOSAL is awarded.

2. No more than one PROPOSAL will be awarded for any item for a single department and area. All PROPOSALS may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best PROPOSAL.
3. All of the items listed are to be bid Free On Board to final destination (FOB DESTINATION) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation to Proposals. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
4. All of the items listed are to be bid on a "per unit" basis, stating a firm price per unit or unit quantity of each item bid. This price must be good from the date of PROPOSALS opening for a fixed period of time. Unless the PROPOSAL expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 1998. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Proposal, but for no longer than the current fiscal year.
5. At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Contractor may elect to terminate this agreement, with no additional liability to the County. The County and the Contractor agree that termination shall be the Contractor's sole remedy under this circumstance.
6. The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County will not be obligated to purchase any minimum amount, and it may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the PROPOSAL.
7. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all PROPOSALS for any or all materials and/or services covered in this PROPOSAL request, and to waive informalities or defects in the PROPOSAL or to accept such PROPOSAL it shall deem to be in the best interest of Williamson County.
8. Awards should be made approximately four (4) weeks after the Proposal opening date. To obtain results, or if you have any questions, please contact Ginny Atkinson at (512) 930-4418.
9. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 1997/ September 30, 1998 fiscal year.
10. Late PROPOSAL: PROPOSALS received after submission deadline shall be unopened and will be considered

VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier, etc.

11. Altering PROPOSAL: PROPOSALS cannot be altered or amended after submission deadline.
  12. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
  13. Contract: This PROPOSAL, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
  14. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various PROPOSAL Packages and or PROPOSAL Instructions/Requirements.
  15. Delivery Times and Locations: The commodity and/or service covered by this PROPOSAL shall be as stated in the various PROPOSAL Packages.
  16. Payments: Payment shall be made by check from the County upon satisfactory delivery and acceptance of items and submission of the Invoice to the ordering department. For purposes of payment discounts, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by the County prior to contract award. As a minimum, Invoices shall include:
    - (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address
    - (2) County contract, Purchase Order, and/or delivery order number
    - (3) Identification of items or service as outlined in the contract
    - (4) Quantity or quantities, applicable unit prices, total prices, and total amount
    - (5) Any additional payment information which may be called for by the contract
- Payment Inquiries should be directed to the Auditor's Office, Accounts Payable Department:  
Julie Hillhouse, 930-4323 or Donna McKittrick, 930-4359.
17. Conflict of Interest: No public official shall have interest in a contract, In accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
  18. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.
  19. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    - a. have adequate financial resources, or the ability to obtain such resources as required;
    - b. be able to comply with the required or proposed delivery schedule;
    - c. have a satisfactory record of performance;
    - d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. References: Williamson County requests bidder to supply with this BID, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
21. Proposer shall: provide with this PROPOSAL response, all documentation required by this PROPOSAL. Failure to provide this information may result in rejection of the PROPOSAL.
22. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
23. Contract Administration: Under this contract, Lisa Zirkle, Williamson County Benefits Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.
24. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
25. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
26. Proposals MUST BE: legible and of a quality that can be reproduced.
27. PROPOSAL forms that are included in PROPOSAL packages shall be used. **CHANGES to PROPOSAL forms made by proposers shall DISQUALIFY THE PROPOSAL.** Exceptions to the PROPOSAL forms and or specifications shall be made on an attachment to the PROPOSAL package. Call Ginny Atkinson at (512) 930-4418 for explanation if exceptions are needed.

FOR DETAILED SPECIFICATIONS AND QUESTIONS RELATING TO THE PROPOSAL PROCESS, CONTACT GINNY ATKINSON AT (512) 930-4418.

- ▶ TECHNICAL QUESTIONS CAN BE ANSWERED BY CALLING LISA ZIRKLE AT (512) 930-3360.

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**PUBLIC NOTICE  
WILLIAMSON COUNTY  
INVITATION FOR PROPOSALS**

The Williamson County Commissioners Court invites the submission of sealed PROPOSALS for:

**DRUG TESTING**

Sealed PROPOSALS will be publicly opened in the Williamson County Auditor's Office Conference Room, 3rd Floor, Williamson County Courthouse, Georgetown, Texas on Friday, December 19, 1997 at 10:00 AM.

PROPOSALS received after the above stated date and time will automatically be rejected.

Detailed specifications may be obtained by calling Ginny Atkinson at (512) 930-4418.

The Williamson County Commissioners Court reserves the right to accept the lowest and best PROPOSAL as deemed by the Court, or reject any and/or all PROPOSALS.

Issued by order of the Williamson County Commissioners Court on December 2, 1997. John C. Doerfler, County Judge.

## PROPOSAL CHECK LIST

Please check the following prior to sealing and submitting your bid/proposal.

1. Official Williamson County Proposal Form Completed, signed, and enclosed?

YES ☒ NO ☐

2. All proposal specification sheets completed (including company name at bottom of each sheet) and attached?

YES ☒ NO ☐

3. Have you included three (3) complete proposal sets (1 original & 2 copies) as required?

YES ☒ NO ☐

4. Have you written the name of your business on the front of the sealed envelope?

YES ☒ NO ☐

5. Have you written the proposal name, proposal number, and proposal opening date & time on the front of the sealed envelope?

YES ☒ NO ☐

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**WILLIAMSON COUNTY****SPECIFICATIONS AND PROPOSAL SHEET****DRUG TESTING****DOT AND NON-DOT DRUG AND ALCOHOL COLLECTION AND TEST SERVICES**

The Williamson County Commissioners' Court will accept sealed Proposals for a clinic to perform drug and alcohol collection and testing services for Williamson County in accordance with the attached specifications:

1. Proposals will be accepted for collection and testing services to be performed in proposers' clinic and on County premises.
2. Proposer will state the addresses of all clinic locations available for collection and testing services and the hours of operation for each.
3. Proposer agrees that clinic complies with the following statement:  

Company does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.
4. Attach a blank copy of Company's contract.
5. It is anticipated that the approximate number of test samples to be collected for both DOT and Non-DOT will be 325 drug/alcohol tests per year.

**COMPANY SERVICE**

The Company will collect urine and/or breath alcohol specimens of County employees and applicants for testing by the Company's designated Laboratory.

1. The Company will use custody forms, urine collection supplies, on-site mobile breath alcohol testing equipment, shipping/mailling containers, and security seals provided by the Company's designated testing laboratory for use in the collection of specimens.
2. The Company will conduct its collection of specimens in compliance with the policies and procedures set out by the County and the rules and regulations mandated by the Department of Transportation (DOT).

DRUG TESTING

VENDOR NAME: On-Site Services

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3. Only generally accepted scientific practices will be used regarding all specimens, tests, and laboratory practices.
4. The Company will provide personnel trained in proper collection procedures for use in collection specimens for the County.
5. The Company will complete all forms, seal specimens, and transfer specimens with said forms to the Company's designated testing laboratory for testing. Forms will be completed in compliance with the policies and procedures set out by the County.
6. The Company will maintain a data base of County employees subject to random testing. A computer generated random selection list will be provided to the County of those employees requiring testing.
7. The Company guarantees specimens will be transferred under provision 7 of this proposal within eight (8) hours from the time of collection to the Company's designated testing laboratory. Pending such transfer, specimens will be securely stored in accordance with instructions from the Company's testing laboratory.
8. The Company will provide ample storage space for collection supplies and custody forms and will maintain the necessary supplies/forms by contacting the Company's designated testing laboratory for replacements.
9. The Company will notify the County of negative test results within twenty-four (24) hours of sample collection.
10. The Company will notify the County of positive test results as soon as possible, but no later than two hundred sixteen (216) hours following sample collection. The two hundred sixteen (216) hours are defined as ninety-six (96) hours following sample collection and one hundred twenty (120) hours or five (5) days for the Medical Review Officer to have a consultation with the positive donor.
11. The Company will maintain a log to record specimens collected and an organized filing system for storage of collection site copy of custody form and other records. A copy of the custody/collection form will be sent to the County monthly with the invoice as a record of the service performed.
12. The Company will invoice the County on a monthly basis for all specimens collected during the month. The Non-DOT charges will be billed separately from the DOT charges on the invoice. A copy of the custody/collection form for each specimen collected that month must be attached to the invoice.
13. The company will provide the County with a written report for each specimen collected during that month. The Non-DOT testing/results will be reported separately from the DOT testing/results. The report will also provide the social security number of the County employee/applicant and the date they were tested.
14. The company will provide the County with a written summary year to date report on a quarterly basis. This summary report must provide statistics for each type of test and overall statistics.

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15. The Company will provide personnel to testify and assist the County in litigation relating to collection and chain of custody under this proposal in any litigation that involves its substance abuse testing procedures or the results of its testing. All testimony will be provided to the County at no additional cost.
16. The Company understands that the County and its employees have a substantial interest in the substance testing and its results, whether negative or positive, remaining **CONFIDENTIAL**. As a result, the Company will not reveal any information of any sort relating to the substance testing of Williamson County employees/applicants to any person or entity except as provided by this section. This prohibition includes, but is not limited to, whether a substance test was performed on any particular potential, current, or former employee. Further, the Company will not permit its agents or employees to reveal this information other than in conformity with this section. The Company will reveal the name and all information, including results/conditions of any test performed under this proposal when any of the following conditions are met:
- a. State or federal law requires that this information be revealed and failure to do so is a criminal offense. In this event, the information may be revealed only to the extent required by law.
  - b. On request of the County Benefits Administrator or in the Administrator's absence the Benefits Specialist. Under this provision, the information may only be revealed to the specified individuals or agents thereof who are designated in writing by the Benefits Administrator. The information may be provided over the telephone to such designated individuals. It may also be provided in letter form, **CONFIDENTIAL** fax transmission, or verbally in a **CONFIDENTIAL** setting.
  - c. When a test under this contract is positive for substance abuse, the Company will reveal the information in conformity with the preceding section.
  - d. In court proceedings or administrative hearings where the tests performed are directly in issue.
  - e. In **CONFIDENCE**, authorized personnel of both the collection company and the Company's designated testing laboratory, if separate entities, may discuss all matters relating to the drug test or testing program when necessary to effectuate the purposes of this proposal.
17. The Company will provide over-the-telephone consultation to the County at no additional costs. This service is to be available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
18. The Company will provide twenty-four (24) hour collection service to the County, seven (7) days per week. Collection of specimens after regular office hours, weekends, and holidays will be on an on-call basis. The on-call service must be accomplished within ~~one~~ (1) hour after the initial request is made for specimen collection. A twenty-four (24) hour pager/beeper system will be used with a code number given to the County to request after-hours, weekend, or holiday collections. The Company agrees to meet at their location or a location specified by the County for after-hours, weekends, or holiday collections for the purpose of collecting samples in conjunction with

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Williamson County's substance abuse policy regarding bodily injury or accidents involving County employees.

19. The Company will provide specimen collection services at a facility which is readily accessible to all individuals, regardless of disability.
20. The Company will take all reasonable steps to ensure that Williamson County employees/applicants are given the same consideration as any other patient. Staff members will complete the testing procedures as expeditiously as possible without causing any undue waiting period for County employees/applicants while other walk-in traffic or patients are given preferential treatment.
21. The Company will use a consent form provided by the County for each employee tested. This consent form will be returned to the County Benefits Administrator immediately for the files in that department.
22. The Company will take reasonable efforts to ensure a proper specimen is submitted and to ensure the accuracy of the tests. These efforts will include, but not be limited to, the following provisions:
  - a. The person tested will present photo identification or other verifiable identification.
  - b. The privacy of the individual giving the specimen will be respected as much as possible within the confines of the testing process.
  - c. The Company will provide a secured area or temporary storage for employee/applicant's personal belongings while specimen is being collected.
  - d. The Company will secure the toilet/collection area by checking the area prior to each specimen collection and will eliminate any adulterating substances and will ensure that no substitute specimens are hidden in area.
  - e. Immediately after the specimen is given, the technician will take the temperature of said specimen. The temperature must be between 90.0 degrees and 100.0 degrees. Said temperature will be recorded on the custody form. If the temperature is outside of these ranges, the specimen will be rejected and another requested. Approximately 85 Non-DOT specimens will be split and will be sent to two (2) different laboratories' simultaneously to verify results.
  - f. Prior to labeling and sealing the technician will not leave the specimen unattended nor will the specimen be out of the technician's full view.
  - g. Where possible, the specimen container will be sealed by the person providing the specimen.
  - h. The person tested will certify that the specimen came from his or her body at the time the specimen was actually provided.

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23. The Company will indemnify, defend, and hold Williamson County, its agents, officers, and employees harmless for all reasonable expenses and any amounts for which the said parties are or may be liable arising from:
- Incorrectly performed collection of specimens.
  - Failure to preserve the specimen collected as required by this proposal.
  - Any failure of the Company to act in conformity with this proposal.
  - Where the identity or test results of an employee are disclosed by the Company, its agents, or its employees other than in conformity with this agreement.
24. In order to meet its obligations under provision 19 of this proposal, the Company agrees to purchase and maintain liability insurance covering all of its activities under the terms of this proposal. Such insurance will be in the amount of \$1,000,000.00 per occurrence and in the aggregate annually. Williamson County will be named as an additional insured under the terms of the policy.
25. To ensure the integrity of the testing and collection process, the Company agrees to screen its employees for the presence of drugs and alcohol prior to their employment and at random intervals.
26. This proposal is for professional services and cannot be assigned by the Company, in whole or in part, without the County's written consent.
27. The Company covenants that it will take all necessary actions to ensure that no discrimination occurs in the treatment or employment of any individual or individuals on the basis of race, color, religion, national origin, age, sex, or disability.
28. The obligation of the parties to this agreement are in Williamson County, Texas. If legal action is necessary to enforce the same, exclusive venue will lie in Williamson County, Texas.
29. This signed proposal once approved and awarded by the Williamson County Commissioner's Court will become the contract and will become effective on January 1, 1998. The initial period of the contract is nine (9) months, January 1, 1998 through September 30, 1998. At the end of this period, the Williamson County Commissioner's Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Company may elect to terminate this agreement, with no additional liability to the County. The County and the Company agree that termination will be the Companies sole remedy under this circumstance.

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30. The County and the Company may cancel this agreement upon giving the other party thirty (30) days advance notice in writing.
31. Any notice or communication required in the administration of this proposal/contract will be sent to the County as follows:
- Benefits Administrator  
Lisa R. Zirkle  
710 Main Street - Suite 304  
Georgetown, Texas 78626  
512/930-3360
32. Provide the name, title, address, and telephone number of the contact person from the Laboratory that will be designated to receive any notice or communication required in the administration of this proposal/contract.

### COMPANY'S DESIGNATED LABORATORY

The Laboratory will test urine specimens of County employees and applicants.

1. The Laboratory will maintain its license/certification as a NIDA certified drug testing laboratory.
2. The Laboratory will provide the Company with Chain of Custody forms, urine collection supplies, shipping/mailling containers, temperature strips and security seals to be used by the Company for use in the collection of specimens.
3. The Laboratory will test each specimen in accordance with the attached Appendix A.
4. The Laboratory will conduct its testing of specimens in compliance with the policies and procedures set out by the County.
5. Only generally accepted scientific practices will be used regarding all specimens, tests, and laboratory practices. Where a question emerges as to what is generally accepted, scientific treatises and DOT regulations will control.
6. The Laboratory will confirm all positive specimens by Gas Chromatography/Mass Spectrometry. Upon a verified positive specimen, a medical review should be performed by a licensed physician Medical Review Officer and said physician should maintain all medical records as required by law.
7. The Laboratory will store all positive specimens for one year and one day. Specimens will be stored for longer periods of time if requested by the County.

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8. The Laboratory will provide expert testimony in any litigation that involves its drug testing procedures or the results of its testing. All testimony will be provided to the County at no additional cost.
9. The Laboratory understands that the County and its employees have a substantial interest in the substance testing and its results, whether negative or positive, remaining CONFIDENTIAL. As a result, the Laboratory will not reveal any information of any sort relating to the substance testing of Williamson County employees/applicants to any person except as provided by this section. This prohibition includes, but is not limited to, whether a substance test was performed on any particular potential, current, or former employee. Further, the Laboratory will not permit its agents or employees to reveal this information other than in conformity with this section. The Laboratory will reveal the name and all information, including results/conditions of any tests performed when any of the following conditions are met:
  - a. State or federal law requires that this information be revealed and failure to do so is a criminal offense. In this event, the information may be revealed only to the extent required by law.
  - b. On request of the County Benefits Administrator or in the Administrator's absence, the Benefits Specialist. Under this provision, the information may only be revealed to the specified individuals or agents thereof who are designed in writing by the Benefits Administrator. The information may be provided over the telephone to such designated individuals. It may also be provided in letter form, CONFIDENTIAL fax transmission, or verbally in a CONFIDENTIAL setting.
  - c. When a test under this contract is positive for substance abuse, the Laboratory will reveal the information in conformity with the preceding section.
  - d. In court proceedings or administrative hearings where the tests performed are directly in issue.
  - e. In CONFIDENCE, authorized personnel of both the collection company and the County's designated testing laboratory, if separate entities, may discuss all matters relating to the drug test or testing program when necessary to effectuate the purposes of this proposal.
10. The Laboratory will provide over-the-telephone consultation to the County at no additional costs. This service is to be available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
11. The Laboratory will provide specimen testing services at a facility which is readily accessible to all individuals, regardless of disability.
12. The Laboratory will indemnify, defend, and hold Williamson County, its agents, officers, and employees harmless for all reasonable expenses and any amounts for which the said parties are or may be liable arising from:
  - a. Incorrectly performed drug tests resulting in the termination of an employee.

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- b. Failure to preserve the specimen tested as required by this proposal.
  - c. Any failure of the Laboratory to act in conformity with this proposal.
  - d. Where the identity or test results of an employee are disclosed by the Laboratory, its agents, or its employees other than in conformity with this proposal.
13. In order to meet its obligations under provision 14 of this proposal, the Laboratory agrees to purchase and maintain liability insurance covering all of its activities under the terms of this proposal. Such insurance will be in the amount of \$1,000,000.00 per occurrence and in the aggregate annually. Williamson County will be named as an additional insured under the terms of the policy.
14. To ensure the integrity of the testing process, the Laboratory agrees to screen its employees for the presence of drugs and alcohol prior to their employment and at random intervals.
15. This proposal is for professional services and cannot be assigned by the Laboratory, in whole or in part, without the County's written consent.
16. The laboratory covenants that it will take all necessary actions to ensure that no discrimination occurs in the treatment or employment of any individual or individuals on the basis of race, color, religion, national origin, age, sex, or disability.
17. The obligation of the parties to this proposal are in Williamson County, Texas. If legal action is necessary to enforce the same, exclusive venue will lie in Williamson County, Texas.
18. This signed proposal once approved and awarded by the Williamson County Commissioner's Court will become the contract and will become effective on January 1, 1998. The initial period of the contract is nine (9) months, January 1, 1998 through September 30, 1998. At the end of this period, the Williamson County Commissioner's Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Company may elect to terminate this agreement, with no additional liability to the County. The County and the Company agree that termination will be the Companies sole remedy under this circumstance.
19. The County and the Company may cancel this agreement upon giving the other party thirty (30) days advance notice in writing.
20. Any notice or communication required in the administration of this proposal/contract will be sent to the County as follows:

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Benefits Administrator  
Lisa R. Zirkle  
710 Main Street - Suite 304  
Georgetown, Texas 78626  
512/930-3360

21. Provide the name, title, address, and telephone number of the contact person from the Laboratory that will be designated to receive any notice or communication required in the administration of this proposal/contract.

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**DRUG TESTING PROPOSAL SHEET****DOT AND NON-DOT DRUG & ALCOHOL COLLECTION & TESTING SERVICES**

<b>DOT Drug Screen Collection/Testing Services In Proposer's Clinic</b>	
Cost for Urine Sample	\$ 35.00
Cost for Breath Alcohol Testing	\$ 20.00
Cost for after hours collection/testing services-additional charge	\$ Same per test
<b>DOT Drug Screen Collection/Testing Services On County Premises</b>	
Cost for Urine Sample	\$ 35.00
Cost for Breath Alcohol Testing	\$ 20.00
Cost for after hours collection/testing services-additional charge	\$ Same per test & applicable response charge.
<b>NON-DOT Drug Screen Collection/Testing Services In Proposer's Clinic</b>	
Cost for Urine Sample	\$ 35.00
Cost for Breath Alcohol Testing	\$ 20.00
Cost for after hours collection/testing services-additional charge	\$ Same per test
<b>NON-DOT Drug Screen Collection/Testing Services On County Premises</b>	
Cost for Urine Sample	\$ 35.00
Cost for Breath Alcohol Testing	\$ 20.00
Cost for after hours collection/testing services-additional charge	\$ Same per test & applicable response charge.

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## APPENDIX A

## DOT

SUBSTANCE ABUSE MENTAL HEALTH SERVICES ADMINISTRATION  
(SAMSHA)

## DRUG TESTING PANEL

Drug or Drug Class	Screening Method	Screening Level*	Confirmation Method	Confirmation Level**
Amphetamines Amphetamine Methamphetamine	EMIT	1,000 ng/ml	GC/MS GC/MS	500 ng/ml 500 ng/ml
Marijuana Metabolites Delta-9-tetrahydrocannabinol-9-carboxylic acid	EMIT	50 ng/ml	GC/MS	15 ng/ml
Cocaine Metabolites Benzoyllecgonine	EMIT	300 ng/ml	GC/MS	150 ng/ml
Opiates Metabolites + Morphine Codeine  + 25 ng/ml if immunoassay specific for free morphine	EMIT	300 ng/ml	GC/MS GC/MS	300 ng/ml 300 ng/ml
Phencyclidine PCP	EMIT	25 ng/ml	GC/MS	25 ng/ml
EMIT = Enzyme Multiplied Immunoassay Techniques GC/MS = Gas Chromatography/Mass Spectrometry ng/ml = nanograms/milliliter				

\* The EMIT screening level refers to the concentration of the specific member of the drug class used to calibrate and define the minimum positive screening test.

\*\* The GC/MS confirmation level is the minimum level of drug that will be reported as positive

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## NON-DOT

## SUBSTANCE ABUSE PANEL 5

Drug or Drug Class	Screening Method	Screening Level*	Confirmation Method	Confirmation Level**
Amphetamines Amphetamine Methamphetamine	EMIT	1,000 ng/ml	GC/MS GC/MS	500 ng/ml 500 ng/ml
Cannabinoids Delta-9-Carboxy THC (Marijuana)	EMIT	50 ng/ml	GC/MS	15 ng/ml
Cocaine Metabolite Benzoylecgonine	EMIT	300 ng/ml	GC/MS	150 ng/ml
Opiates Morphine Codeine	EMIT	300 ng/ml	GC/MS GC/MS	300 ng/ml 300 ng/ml
Phencyclidine PCP	EMIT	25 ng/ml	GC/MS	25 ng/ml
EMIT = Enzyme Multiplied Immunoassay Techniques GC/MS = Gas Chromatography/Mass Spectrometry ng/ml = nanograms/milliliter				

\* The EMIT screening level refers to the concentration of the specific member of the drug class used to calibrate and define the minimum positive screening test.

\*\* The GC/MS confirmation level is the minimum level of drug that will be reported as positive

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COMMISSIONERS COURT ADJOURNED AT 3:20 P.M. ON TUESDAY, JANUARY 6, 1998.

THE FOREGOING MINUTES in Volume 94 on pages 465 through 692, inclusive had at a Special Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 13th day of January, 1998.

John C. Doerfler, County Judge

ATTEST: Elaine Bizzell, Clerk County Court & Ex-officio Clerk,  
Commissioners Court, Williamson County, Texas

by: \_\_\_\_\_  
Deputy Clerk