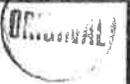


ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S

FOR PURCHASING USE ONLY



Tracking#

Contract#

Actual BOC Date:

FOR USE BY THE USER DEPARTMENT

Department: Human Resources Contact Name & Extension: Darryl V. Bowie 7572

Project Title and Brief Summary: Drug Testing Program

Term of Contract and/or Project: _____

Vendor Name: Lab Tests To Go Contact: _____

Address/Phone#: _____

Contract \$ Unit Price Funding Source and Account Number #: _____

Priority: NEXTBOCMTG / 30/ 60/ 90 (Choose One) Comments/Justify NEXTBOCKMTG: _____

Director/Elected Official Signature: [Signature] Date: 6/15/2016

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 6/16/16 7:32 Date and Time: 7/13/16

ITB RFP Agreement/Contract Change Order No _____ GSA/SWC _____

Approved Sole Source Other (specify): _____

Projected BOC Meeting Date: _____

Comments/Notes: Bid# 15-19

Procurement Officer Signature: [Signature]

FOR USE BY THE DIRECTOR OR FINANCE

Date and Time Received: 7.13.16 Date and Time Out: 7.22.16

Funding Source: GF-2017 Budget Amount: 0-2016

Finance Officer Signature: [Signature] must start in 2017

FOR USE BY COUNTY ATTORNEY

Date and Time Received: 7/13/16 Date and Time Out: _____

Returned to Purchasing with comments _____

Comments: _____

Received from reroute (if applicable): _____ Date and Time In: _____

Approved as to form and Returned to Purchasing _____ Date and Time Out: 7/21/16

County Attorney Signature: _____

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 9/15/16; 2:19 pm Date and Time Out: _____

Approved for Agenda Placement and Forwarded to County Clerk _____ Agenda Date: _____

Comments/Notes: _____

Chief of Staff Signature: [Signature]



Rockdale County Board of Commissioners

Priority:
RUSH/30/60/90

Agenda Item Summary: Item

MEETING DATE:

Requesting Department
Human Resources

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Approval of contract for more efficient and effective drug testing

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Approval

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)*

Yes No

Summary & Background *(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

This contract is needed for compliance with Rockdale County's Drug and Alcohol Use Policy #1995-4-22 Amended and requirements of the drug testing requirements of the US Department of Transportation.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

Funding is currently approved and available.

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Drug and Alcohol Policy #1995-4-22 Amended

Source of Additional Information *(Type Name, Title, Department and Phone)*

Department Head/Director's Approval

Typed Name and Title
Darryl V. Bowie, HR Director

Phone
770-278-7572

Signature

Date
06/15/2015

Chief of Staff
Approval

AGREEMENT TO PROVIDE DRUG SCREENING SERVICES

This Agreement is made as of the _____ day of _____, 2016, between Lab Tests to Go, LLC, a limited liability company, ("Seller"), whose address is 1427 Hwy. 138, Suite #1, Conyers, GA 30013, and Rockdale County, Georgia, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012 (the "County").

1. Sale and Purchase

Seller hereby agrees to provide the County, and the County hereby agrees to procure from Seller, Drug Screening and Laboratory Work for employees of Rockdale County, Georgia, as requested from time to time by the County.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the date first set forth above. The term of this Agreement shall be for one (1) year ("Term"), from the date of this Agreement, unless and until terminated as provided below. This agreement has an option to renew two (2) additional 12-month terms when agreed upon by both parties.
- 2.2 Either party may terminate this Agreement without cause by giving no less than fifteen (15) days prior written notice to the other party.

3. Specifications

All drug screening and laboratory work provided by Seller shall conform to the specifications set forth in the County's Bid #15-19 incorporated herein by reference, (hereinafter called "Services"), and Seller's bid dated September 29, 2015, attached hereto and made a part hereof, (hereinafter called "Bid").

4. Price and Charges for Service(s)

All pricing is fixed through the term of this Agreement and shall be as set forth in Seller's Bid.

5. Invoicing and Payment

Seller shall invoice the County for the drug testing services provided under this Agreement. All payments due Seller hereunder shall be made to Seller at the location indicated on the invoice. All invoices shall be payable net 30 days.

6. Indemnity

Each party hereby agrees to indemnify and hold harmless the other party from and form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Services provided by Seller under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

7. Limitation of Liability

No claim of any kind with respect to non-delivery of Services shall be greater than the Unit Price payable hereunder for the Service in respect to which such claim is made and the County's sole and exclusive remedy (except for the remedy of cancellation for material default) for delivery of nonconforming service shall be replacement by Seller of like service at no additional cost to the County.

8. Force Majeure

- 8.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay or delay in performance which is due to strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation or normal sources of supply of labor, materials, transportation, energy, or utilities, accident, act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with act of government and government regulations (whether or not valid), embargo, machinery or equipment breakdown, or any other cause whether similar or dissimilar to any of the causes or categories of cause describe above and which is beyond the reasonable control of the party claiming excuse hereunder.
- 8.2 Either party affected by an event described in Paragraph 9.1, shall, promptly upon learning of such event and ascertaining that it has or will affect its performance hereunder, give notice to the other party, stating the nature of the event, its anticipated duration and any actions being taken to avoid or minimize its effect.

9. Other Supply Source

If Seller is unable to supply any of the County's requirement for drug testing services, the County may, with Seller's approval (which approval shall not be unreasonably withheld), purchase such Services from other qualified vendors during such period of Seller's inability to provide Services as required by the County.

10. General Provisions

- 10.1 This Agreement is subject to acceptance by a duly authorized representative of Seller.
- 10.2 This instrument together with the Seller's Bid, the County's RFP, and any other documents that set forth the terms of Seller providing the Services hereto constitutes the entire agreement between the parties. No terms and conditions in any form of purchase order, order acknowledgment or other acceptance forms of the County issued with respect to this transaction shall alter the terms hereof any objection is hereby made to all such additional or different terms. Acceptance is expressly limited to the terms offered herein. No modification or waiver of this Agreement shall bind Seller unless in writing and signed and accepted by a duly authorized representative of Seller.
- 10.3 Any dispute between the parties relating to this Agreement which cannot be resolved with reasonable promptness shall be referred to each party's senior manager in an effort to obtain prompt resolution. Neither party shall commence any action against the other until the expiration of 60 days from the date of referral to such senior managers; provided however, this shall not preclude a party from instituting an action seeking injunctive relief to prevent irreparable damage to such party.
- 10.4 If any provision of this Agreement is held invalid by any law and /or regulation, all other provisions hereof shall continue in full force and effect.
- 10.5 This Agreement shall be governed by and construed according to the laws of the State of Georgia without giving effect to its conflicts of law provisions.
- 10.6 In the event of conflict between the terms of this Agreement and any of its Attachments, the terms of the Attachment shall govern.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

**Rockdale County, Georgia
Board of Commissioners**

Lab Tests to Go, LLC

By: _____
Richard A. Oden, Chairman

By: Joseph Saxby
Name: Joseph Saxby

Title: MANAGER/CONSULTANT

Attest:

By: _____
Jennifer Rutledge, County Clerk

Approved as to form:

By: _____
M. Qader A. Baig, County Attorney

