

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 7/7/2020

CONTRACT #: 8002719

NIGP CODE: 952-0700

CONTRACT FOR: Drug and Alcohol Testing Services

CONTRACTOR: NHMTA

VENDOR CODE #: 216194

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 7/7/2020

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 7/7/2020

APPROVED FOR ACCEPTANCE BY:


GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 7/7/2020

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 7/7/2020

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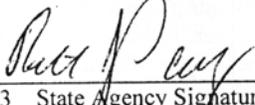
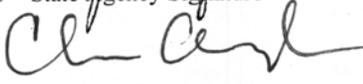
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name NHMTA Services, Inc.		1.4 Contractor Address 19 Henniker Street Concord, NH 03301	
1.5 Contractor Phone Number 603-224-7337	1.6 Account Number Various	1.7 Completion Date July 31, 2023	1.8 Price Limitation \$149,000.00
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature  Date: 6/29/20		1.12 Name and Title of Contractor Signatory Robert J. Sculley, Secretary	
1.13 State Agency Signature  Date: 7/7/20		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On:			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

Contractor Initials 
 Date 6/29/20

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials

Date

JP
09/29/20

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials RP
Date 6/29/20

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

NHMTA Services, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Drug and Alcohol Testing Services in accordance with the bid submission in response to State Request for Bid #2325-21 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2325-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2325-21."

3. TERM OF CONTRACT

This contract shall commence on August 1, 2020 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The Contractor must be affiliated with the US Department of Health and Human Services (US DHHS) or certified by the US DHHS under the National Laboratory Certification Program (NLCP).

Federal Department of Transportation Regulation 49 CFR, Parts 40 and 382, relating to drug and alcohol testing of eligible employees, became applicable to State Employees in 1995 with revisions in 2001. These regulations require an ongoing program of compliance for safety sensitive positions. State of New Hampshire Department of Transportation (NHDOT) and an estimated nine (9) other

State agencies maintain +/- 950 positions that will require pre-employment, random, reasonable cause, post-accident and follow-up testing. The Contractor must at a minimum provide collection sites, which are available 24 hours per day, 7 days per week in proximity to the New Hampshire cities of **Manchester, Keene, Laconia, Lebanon, Lancaster, Littleton, Portsmouth and Concord**. Statewide mobile testing may also be required under certain circumstances.

In addition, non-US DOT / FMSCA drug/alcohol testing must also be performed and shall be tracked separately from the Federal Department of Transportation required testing. The random pools for Federal DOT testing and non-US DOT / FMSCA testing shall be segregated.

The following groups are eligible to participate

- a. CDL required testing
- b. NH DOT Lift Bridge Operators¹
- c. NHDOT Transportation Management Center (TMC) employees
- d. All NHDOT employees per **Title 41 Subtitle IV 8103. Drug-free workplace requirements for Federal grant recipients**

The Contractor shall be responsible for carrying out all aspects of the drug and alcohol testing program in compliance with all laws, regulations, orders and statutes of federal, state, or municipal authorities.

The Contractor shall incorporate all current State of New Hampshire and federal testing requirements during the term of the contract.

The Contractor shall incorporate and/or adhere to all current State/Federal requirements and regulations relative to the subject testing. In addition, the Contractor must remain apprised of any changes to said regulations and, if necessary, adjust policies and/or procedures accordingly during the term of any contract resulting from this solicitation.

The Contractor shall prepare and submit a preliminary project plan of execution upon Contract approval for the purpose of carrying out the Scope of Services contained herein for the State of New Hampshire ONLY. The Contractor may include the qualified State agencies in a consortium for operational and/or cost purposes. However, the Department of Transportation employees and other qualified State employees must remain a separate target pool for random tests of individuals for test purposes. The preliminary project plan shall include an organizational plan as well as a staffing plan for administration, training, and execution. The Contractor shall provide three (3) 3-4 hour "orientation meetings" to department personnel responsible for coordinating testing (+/- 65 individuals) in order to review the step-by-step process of testing and to review applicable federal DOT regulations. A mutually agreeable location (State or Contractor) in the Concord, NH area will be selected for these orientations. The State of New Hampshire Department of Transportation currently has on staff a Traffic Control Officer that is responsible for all required training under the NHDOT Drug and Alcohol program. NHDOT can opt to utilize the Contractor to provide such training either virtually or on site. A TPA can conduct these training sessions.

Specimen Collection and Drug Testing/Laboratory/Medical Review Officer Services

¹ Required on-site Mobile testing lab to conduct testing

- Establish **multiple** collection sites throughout the State capable of handling all required tests, including alcohol screening when required. Employee travel time is important. Thirty minutes travel time, one way, to a collection site shall be considered reasonable. At a minimum, one collection site must be available 24 hours per day, 7 days per week in close proximity to the cities of **Manchester, Keene, Laconia, Lebanon, Lancaster, Littleton, Portsmouth and Concord.** Mobile testing may suffice for after-hours collection or screening in the event that a fixed-location collection site is not available at the requisite time in a particular area.
- Statewide mobile testing may also be required under certain special circumstances.
- Implement the collection process, including total number of collected samples, to conform with all applicable laws, regulating orders and statutes containing federal, state or municipal requirements for urinalysis drug testing and, where applicable, alcohol screening.
- Provide a sufficient quantity of chain of custody forms for use by the State's employees.
- Establish testing by a US DHHS or NLCP certified laboratory using proper chain-of-custody procedures.
- Employ the services of a Medical Review Officer ("MRO"), who shall be a Medical Doctor (as defined by federal DOT regulations). To be qualified to act as an MRO, the MRO must be knowledgeable of substance abuse disorders, with the appropriate medical training to interpret and evaluate a positive test result together with the medical history and any other relevant biomedical information of the donor.
- Have capability to conduct a minimum of fifty (50) Federal DOT drug tests for affected employees per month from the following categories:
 - Pre-Employment
 - Random
 - Reasonable suspicion
 - Post-accident / Incident return to duty (following DOT violation)
 - Quality Control
- Have capability to conduct a minimum of ten (10), non-US DOT / FMSCA drug tests for affected employees per month from the following categories:
 - Pre-Employment
 - Random
 - Reasonable suspicion/cause
 - Post-accident / Incident
 - Reasonable suspicion
 - Return to work (following rehabilitation)
 - Quality Control
- Conduct urinalysis drug testing for the following (may be superseded by USDOT regulations at any time):

- Marijuana metabolites
 - Cocaine metabolites
 - Amphetamines (amphetamine and methamphetamine)
 - Opiates metabolites
 - Phencyclidine (PCP)
 - Adulterating substances
- Conduct urinalysis drug testing for the following , non-US DOT / non-FMSCA:

Panel Option #1 (NON-DOT 5 panel – DOT equivalent)

- Marijuana metabolites
- Cocaine metabolites
 - Amphetamines (amphetamine and methamphetamine)
- Opiates
- Phencyclidine
- Adulterating Substances

Panel Option #2 (5 panel with expanded opiates)

- Marijuana metabolites
 - Cocaine metabolites
 - Amphetamines (amphetamine and methamphetamine)
 - Opiates metabolites
 - Phencyclidine (PCP)
 - Expanded Opiates
 - Adulterating substances

Panel Option #3 (10 panel with expanded opiates)

- Marijuana metabolites
 - Cocaine metabolites
 - Amphetamines Opiate metabolites
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepines
 - Methadone
 - Propoxyphene
 - Methaqualone
 - Expanded Opiates
 - Adulterating Substances
- Have the capability to conduct alcohol screening tests for minimum of ten (10) affected employees per month from the following Categories:
 - Random
 - Post-accident / Incident

- Reasonable suspicion
 - Return to duty (following rehabilitation)
 - Return to duty (follow-up testing)
- Have the capability to conduct alcohol screening tests for a minimum of five (5) affected employees that are not regulated through the Federal DOT regulations per month from the following categories:
 - Random
 - Post-accident / Incident
 - Reasonable suspicion
 - Return to duty (following rehabilitation)
 - Return to duty (follow-up testing)

CDL / Pre-employment Physicals

1. Establish **multiple** collection sites throughout the State capable of providing CDL and Pre-Employment physicals. At a minimum, the service shall be provided during normal business hours and shall be scheduled within three (3) working days of the request.
2. A minimum of two (2) Sites shall be established per District. There are currently six (6) districts and five (5) bureaus in the State of New Hampshire. A map can be found on the NH Department of Transportation's website.

<https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersandTownsMap.pdf>

3. Ability to bill individuals for CDL Pre-employment Physical testing at the contracted rate.

Random Database (Segregate by Agency)

1. Using a computer based random number generation program, provide the data and list of employees that are subject to the Federal DOT drug testing requirements for monthly drug and alcohol random tests. The employee test identification number shall be the agency number, license number, employee name, employee number. Testing will be on an annualized random basis for 50 percent of all affected employees in safety sensitive positions for drugs and 10 percent for alcohol or as currently prescribed by US DOT regulations.
2. Maintain, in coordination with the utilizing state agencies, a current updated database of all employees that are subject to the Federal DOT drug testing requirements. Database to include at least the following information on each employee: name, license number, employee number and agency, district, or bureau number.
3. Using a computer based random number generation program, provide the data and list of NHDOT safety-sensitive employees for quarterly drug and alcohol random tests. The employee test identification number shall be the agency number and employee identification number. Testing will be on an annualized random basis for 50 percent of all affected employees in safety sensitive positions for drugs and 10 percent for alcohol or as currently prescribed by USDOT regulations.

Contractor Initials RP
 Date 6/29/20

4. Maintain, in coordination with the State of NH and other qualified State agencies, a current updated database of all safety-sensitive employees. Database to include at least the following information on each employee: name, or employee identification number, and agency, district, or bureau number.

Record Keeping, Reporting and Certification

1. All records of the test program, which may be stored at the Contractor's test facility, will be the property of the State of New Hampshire or other qualified State agencies.
2. The Contractor shall maintain records concerning the collection process and test results for at least 5 years for positive test and at least 1 year for a negative test.
3. Assure that all urine specimens are retained by the drug- testing laboratory for a minimum of one year or as currently prescribed by USDOT regulations.
4. The Contractor shall assure all positive test results are forwarded directly to the MRO for disposition to the department or other qualified state agencies; the employee, if positive; and the Employee Assistance Program (EAP), if required.
5. The Contractor shall provide the department or qualified State agencies with a monthly summary of all tests conducted, the results of such tests, an annual summary report, and any other reports or documentation necessary for compliance with Federal law.

STATES OPTION - AGREEMENT AMENDMENT

This contract can and shall be amended to include any additional requirements of the Omnibus Transportation Employee Testing Act of 1991 and all current applicable Federal regulations.

Additional Requirements

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such

employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2325-21, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials NP
Date 10/29/29

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide drug and alcohol testing services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$149,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

DESCRIPTION	FY 21	FY 22	FY 23
	8/1/2020 – 6/30/2021	7/1/21 – 6/30/22	7/1/22 – 7/31/23
Itemized cost for drug testing collection kit. And chain of custody form (ea.)	N/C	N/C	N/C
Drug Test – Lab Analysis INCLUDES collection Services/Medical Review office Evaluations	\$48.00	\$48.25	\$48.50
Alcohol Test- Breathalyzer (Screening & Confirmation Testing)	\$36.00	\$36.50	\$37.00
Quality Control Samples	N/C	N/C	N/C
Additional Cost for Mobile On-Site Laboratory	\$50.00	\$50.00	\$50.00

Litigation Assistance Fees:	\$150.00
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3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

4. PAYMENT

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials *RD*
Date 6/29/20

EXHIBIT D

RFB #2325-21 is incorporated here within.

Contractor Initials AP
Date 6/29/20

RESOLUTION

NHMTA SERVICES, INC.

I, E. Bruce Lyskawa Treasurer of NHMTA Services, Inc do hereby represent and certify that:
I am the duly elected and acting Treasurer of NHMTA Services, Inc, a New Hampshire corporation (the "Corporation").

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by the Corporation of drug and alcohol testing for regulated employees in New Hampshire, and that Robert J. Sculley hereby is authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as any of them may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: Retroactive to June 23, 2020, for the next twelve (12) months from that date, that the signature of Robert J. Sculley affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said individual to bind this Corporation thereby;

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Corporation this 23rd day of June 2020.

Attest:



E. Bruce Lyskawa
Treasurer



P.O. Box 3898
 Concord, NH 03302-3898
 (603) 224-7337

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This is to certify that: NHMTA Services, Inc. **Certificate #: 6**
 PO BOX 3898
 Concord, NH 03302

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input type="checkbox"/> If yes, describe under Description of Operations below	01/01/2020-01/01/2021	P000650NHMTA2020	Bodily Injury By Accident	\$500,000
			Bodily Injury by Disease Policy Limit	\$500,000
			Bodily Injury by Disease Each Person	\$500,000
Description of Operations:				
ADDITIONAL COMMENTS:				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

Department of Administrative Services
 Bureau of Purchasing and Property
 25 Capitol Street, RM 102
 Concord, NH 03301

 Authorized Representative

Concord, NH	603-224-7337	06/30/2020
Office	Phone Number	Date Issued

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NHMTA SERVICES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 08, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 241003

Certificate Number: 0004939135



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of June A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State