

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: DEPARTMENT OF POLICE
AGENDA DATE: 10/8/2013
CONTACT PERSON/PHONE: CHIEF GREG ALLEN, 915-564-7308
BRUCE D. COLLINS, PURCHASING DIRECTOR, 915-541-4313

DISTRICT (S) AFFECTED:

SUBJECT:

Police Department recommends award to the following bidder for solicitation 2013-283R-Drug Testing & Alcohol Screening the Police Department for an estimated 3 years total of \$91,980 with one year option to extend.

BACKGROUND / DISCUSSION:

Police Department has reviewed solicitation 2013-283R and recommends the contract be awarded to DDLS Group, LLS for all items for an estimated annual amount of \$30,660.00; as the most qualified vendor.

SELECTION SUMMARY:

Advertising Dates – July 23, 2013 and July 30, 2013; Purmail sent on 7/24/2013; Post cards sent on 7/25/2013.

A total of thirty one [31] bids were solicited with twenty [20] being local vendors. Three [3] bids were received with two [2] being local vendors.

PRIOR COUNCIL ACTION:

Council has not taken previous action on drug testing vendors specific to PD

AMOUNT AND SOURCE OF FUNDING:

Annual amount - \$52,000
Department – 321
Fund - 1000
Division ID – 21030
Account – 521120
Program – P2102

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____
Name Signature Date

**COUNCIL PROJECT FORM
(RESOLUTION)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the CONSENT agenda under **RESOLUTIONS** for the Council Meeting of **October 8, 2013**.

THAT the City Manager be authorized to sign an agreement for drug testing and alcohol screening services for the City's Police Department between the City and DDLS Group, LLC dba Fas-Tes El Paso for a contract term of three (3) years from the date this Agreement is approved by the City Council, with one (1) option to extend for one (1) additional year for a total amount of \$91,980.00 for initial term and \$122,640.00 if the contract term is extended.

Department: Police
Districts(s): ALL

*******ADDITIONAL INFO BELOW*******

COMMITTEE SCORE SHEET
2013-283R Drug Testing and Alcohol Screening - Police Department

| EVALUATION FACTORS | DDL GROUP, LLC EL PASO TEXAS | FIRST TEXLA, INC DBA TEX LAB EL PASO TX | NORTON MEDICAL INDUSTRIES VAN NUYS, CA |
|---|---------------------------------|---|--|
| A: QUALITY OF RESPONSE (25 POINTS) | | | |
| a. Readability, completeness, understanding of the project scope. 20 points | 19 | 7.6 | 19.8 |
| b. Adherence to response format requirements 5 points | 5 | 1.6 | 5 |
| B: EXPERIENCE & QUALIFICATIONS (50 Points) | | | |
| a. Qualifications in performing specific job requirements stated. 20 points | 19.4 | 11.8 | 17.4 |
| b. Experience in management, technology, accounting, etc. 15 points | 12.2 | 9.2 | 15 |
| c. Certified by the Substance Abuse and Mental Health Administration and the Department of Health and Human Services. 15 points | 15 | 10 | 15 |
| C: Response of References (10 Points) | | | |
| a. Provide services and defined, completes projects on-time, wthin budget. 5 points | 5 | 5 | 1.66 |
| b. Communicates and interacts with all staff levels and produces high- quality results 5 points | 5 | 5 | 1.66 |
| D: Sites and Hours (15 points) | | | |
| a. Number of collection sites available (1 point per collection site) 5 points | 1 | 1 | 5 |
| b. 24 hour availability 5 points | 5 | 5 | 5 |
| c. On- Site Collection set up (1 point per on-site collection set up) 5 points | 3 | 4 | 3 |
| GRAND TOTAL =100 | 89.6 | 60.2 | 88.52 |

CONCENTRA MEDICAL CENTERS
ATTN: CARLOS M RAMIREZ MD
6320 GATEWAY EAST BLVD
EL PASO TX 79925

TRICORE REFERENCE LABORATORIES
1001 WOODWARD PLACE NE
ALBUQUERQUE, NM 87102

OCCUPATIONAL TESTING CENTERS
ATTN: DR. HICKS
24326 MISSION BLVD. SUITE 3
HAYWARD, CA 94544

GATEWAY IND MEDICAL CLINIC
ATTN: BUSINESS OFFICE
6320 GATEWAY EAST BLVD
EL PASO TX 79905

ABMC
ATTN: ANNE BECKNELL
7680 VILLAGE ROAD
PARKER, CO 80134

PROVIDENCE MEMORIAL HOSPITAL
ATTN: BUSINESS OFFICE
2110 N OREGON STREET
EL PASO TX 79902

RIO VISTA REHABILITATION
ATTN: BUSINESS OFFICE HOSPITAL
1740 CURIE DRIVE
EL PASO TX 79902

PRINCETON BIOMEDICAL LABROATORIES
ATTN: PAUL CENTOFANTI
2921 NEW RODGERS ROAD
BRISTOL, PA 19007

EL PASO MEDICAL LABORATORY
ATTN: BUSINESS OFFICE
2616 N OREGON STREET
EL PASO TX 79902

ADVANCED TOXICOLOGY NETWORK
ATTN: HOLLY KULP
3560 AIR CENTR COVE SUITE 101
MEMPHIS, TN 38117

DDS
ATTN: JIM PATTERSON
7618 17TH AVENUE
BROOKLYN, NY 11214

INSTANT TECHNOLOGIES, INC.
ATTN: MARY HANAK
1121 ALSDORF ROAD
ENNIS, TX 75119

GENESIS DRUG SCREENS INC.
ATTN: SAMUEL ROMAN
P. O. BOX 13381
EL PASO TX 79913

RICHARD LABORATORIES INC.
ATTN: BUSINESS OFFICE
1601 BROWN STREET
EL PASO TX 79902

PATHOLOGY ASSOCIATES OF EP
ATTN: BUSINESS OFFICE
P. O. BOX 13405
EL PASO TX 79912

COMMUNITY MEDICAL CLINIC
9955 DYER STREET
EL PASO TX 79924

CONFIDENTIAL DRUG TESTING
ATTN: RICHARD ARGUELLES
1551 MONTANA SUITE 100
EL PASO, TX 79902

DEL SOL LIFECARE CENTER
ATTN: DORIS ARCHER
10712 SAM SNEAD
EL PASO, TX 79935

HEALTH SCIENCES CENTER
TEXAS TECH INTERNAL CLINIC
4800 ALBERTA AVENUE
EL PASO TX 79905

FEAGIN, INC.
DBA DRUG TESTING CENTER
ATTN: DARRELL L. FEAGIN
P. O. BOX 4326
TALLAHASSEE, FL 32315

MEDICAL EXPRESS CORPORATION
ATTN: TAMMY SWAIN
3372 NE 17TH TERRACE
OCALA, FL 34479

SIERRA PROVIDENCE MEMORIAL
2001 N OREGON STREET
EL PASO TX 79902

BUS OFF LAB CLEARANCE GUIDES
AMERICAN DRUG TESTING
10137 MILAN STREET
EL PASO TX 79924

KROLL LABORATORY SPECIALISTS
ATTN: DOMINIQUE DELAGNES
2412 CRUISE DRIVE
GRAND PRAIRIE, TX 75054

FRANKLIN MEDICAL CENTER
836 E REDD ROAD
EL PASO TX 79932

MESA MEDICAL CLINIC
2030 N MESA STREET
EL PASO TX 79902

WESTSIDE URGENT CARE CENTER
ATTN: RENE R FLORES
601 SUNLAND PARK DRIVE
EL PASO TX 79912

LAS PALMAS LIFECARE CENTER
ATTN: DAVID TURNER
3333 N MESA
EL PASO, TX 79902

DENVER OCCUPATIONAL & AVIATION
MEDICINE CLINIC, PC
ATTN: SEAN TWEED
3700 HAVANA SUITE 200
DENVER, CO 80239

UNIVERSITY MEDICAL CENTER OF EL PASO
ATTN: LES RANKIN, DIRECTOR
4824 ALBERTA, 2ND FLOOR ANNEX
EL PASO, TX 79905

UNIVERSITY MEDICAL CENTER OF EL PASO
ATTN: JESUS MEDRANO, DIRECTOR
4824 ALBERTA, 2ND FLOOR ANNEX
EL PASO, TX 79905

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign an agreement for drug testing and alcohol screening services for the City's Police Department between the City and DDLS Group, LLC dba Fas-Tes El Paso for a contract term of three (3) years from the date this Agreement is approved by the City Council, with one (1) option to extend for one (1) additional year, for a total amount of \$91,980.00 for the initial term and \$122,640.00 if the contract term is extended.

ADOPTED this _____ day of _____, 2013

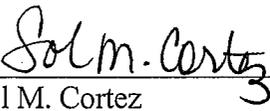
THE CITY OF EL PASO

ATTEST:

Oscar Leeser,
Mayor

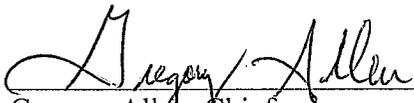
Richarda D. Momsen,
City Clerk

APPROVED AS TO FORM:



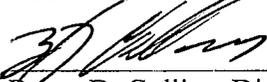
Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Gregory Allen, Chief
Police Department

APPROVED AS TO CONTENT:



Bruce D. Collins, Director
Purchasing and Strategic Sourcing Dept.

STATE OF TEXAS)
)
COUNTY OF EL PASO) **AGREEMENT FOR DRUG TESTING
AND ALCOHOL SCREENING FOR
POLICE DEPARTMENT**

This Agreement for drug testing and alcohol screening services for the police officers employed by the Police Department (the "Agreement") is entered into this _____ day of _____, 2013, by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the "City") and DDLS GROUP, LLC., dba FAS-TES EL PASO, a Texas limited liability corporation, (the "Service Provider").

WHEREAS, pursuant to Article 32 of the Collective Bargaining Agreement dated September 1, 2008 between the City and El Paso Municipal Police Officer's Association, the City shall provide drug testing and alcohol screening of all sworn personnel; and

WHEREAS, the City has developed a Police Department Drug and Alcohol Policy ("Policy"); and

WHEREAS, pursuant to 49 C.F.R. Part 40, the U.S. Department of Transportation ("DOT") provides procedures for transportation workplace drug and alcohol testing programs; and

WHEREAS, agency the Substance Abuse and Mental Health Services Administration ("SAMHSA") is the agency within the U.S. Department of Health and Human Services that certifies laboratories to conduct forensic drug testing for the Federal agencies and for some federally regulated industries; and

WHEREAS, the City solicited qualifications of a certified testing laboratory to conduct drug and alcohol testing pursuant to the City's Policy and DOT and SAMHSA procedures, which results must be reviewed and reported by the Service Provider's Medical Review Officer ("MRO") through a request for qualifications ("**RFQ**") No. 2013-283R Drug Testing and Alcohol Screening- Police Department; and

WHEREAS, the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said drug and alcohol testing services for the City; and

WHEREAS, the City desires to engage the Service Provider to provide drug and alcohol testing services; and

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I. TERM. The effective date of this Agreement is October 8, 2013 and will remain in effect thereafter for thirty six (36) months from the effective date. The term of this Agreement

may be extended for one (1) additional one-year period at the mutual agreement of the parties under the same terms and conditions set herein.

SECTION II. OTHER DOCUMENTS; CONFLICT. The following documents comprise this Agreement:

- A. City's Request for Qualifications No. 2013-283R ("**RFQ**").
- B. Service Provider's Proposal ("**Proposal**").
- C. Proposal Cost.
- D. This Agreement.

The RFQ, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the RFQ and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

SECTION III. SCOPE OF SERVICES. The Service Provider hereby agrees to perform the requested drug and alcohol testing services in accordance with the specifications of the City's RFQ, (attached and incorporated hereto as *Exhibit A*) and the *Proposal* submitted by the Service Provider in response to the RFQ (attached and incorporated hereto as *Exhibit B*) pursuant to the terms and conditions set forth in this Agreement. The scope of services identified within the RFQ and Proposal and clarified by this Agreement shall be referred to collectively as the "**Services**." All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

The Service Provider will perform the Services as requested by the City. All Services must be conducted pursuant to the City's Policy, DOT and SAMHSA procedures. Testing services will be prompted by the following:

1. After the City has reasonable suspicion of alcohol or drug use; or
2. An employee is randomly selected by the contractor's computer generated method; or
3. Testing of an employee post-accident.

The Service Provider shall meet all the reporting requirements of the test results and SAMSHA reports. Additionally, the Service Provider shall provide the City's Police Department with training on substance and alcohol abuse, the testing methodology used by the Service Provider, and updates on testing requirements. Said training shall be conducted semiannually or as deemed necessary by the City Manager or Designee.

SECTION IV. COMPLETION OF SERVICES. The Service Provider understands that time is of the essence in completing the Services. A City employee shall not wait longer than an hour to receive testing Services. Additionally, the Service Provider shall adhere to the timing standards

set by Section 13 of the RFQ for the MRO to report the test results. The City and the Service Provider agree that the liquidated damages provided in the RFQ will not be assessed in this Agreement. Failure of the Service Provider to meet the specified time for completion of Services shall be cause for termination pursuant to Section XIII of this Agreement.

SECTION V. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City shall be entitled to enter into physical examination service agreements with other properly selected individuals or businesses that qualify to provide physical examination services.

SECTION VI. PRE-REQUISITE TO AGREEMENT. The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement. Specifically, testing laboratory shall be certified SAMSHA and the College of American Pathologist and Forensic Drug Testing. The Service Provider's MRO must be a licensed physician who is certified by the American Associate of Medical Review Officers.

SECTION VII. PERSONNEL BACKGROUND INVESTIGATION. The City shall conduct a criminal background investigation of all employees involved in the collection and handling of samples provided by the City employees to be tested by the Service Provider every six (6) months. Employees who have been arrested by the El Paso Police Department or convicted of a felony or misdemeanor crime involving dishonest conduct or possession of illegal drugs may not be involved in providing Services pursuant to this Agreement.

The Service Provider's existing and newly hired personnel may not provide the Services herein until the City completes the background investigation. The Service Provider shall contact the City of El Paso Police Department's Background Investigation Unit to coordinate with the City the background investigation of all exiting personnel and personnel hired after the effective date of this agreement.

SECTION VIII. REPRESENTATIONS OF THE SERVICE PROVIDER. In addition to the prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- A. It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. The Service Provider, including each certified individual and all other licensed physician employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized, licensed, and certified to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required

professional licenses and/or certifications during the term of this Agreement. If the Service Provider receives notice from a licensing or certification authority of a suspension or revocation of a license or certification of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license or certification is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or certifications or fails to remove any employee who performs services under this Agreement whose license or certification has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.

- C. The Service Provider's Proposal identified the staff responsible for the services under this Agreement. The City shall be informed of any changes to the staff so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.
- D. The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

SECTION IX. INDEPENDENT SERVICE PROVIDER. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service Provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

SECTION X. COMPENSATION AND INVOICES. The City shall pay the Service Provider for each physical examination and laboratory test at the rates set forth in the *Proposal Cost* attached hereto as *Exhibit C*. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City Manager and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the City Police Department, Police Human Resources Division, Attention: Hermina Holguin, for each month in which Services are conducted according to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall specify the number of physical examinations and laboratory tests conducted. All invoices, including late fee interest, shall be paid in accordance to Texas Government Code Chapter 2251.

SECTION XI. MEDICAL RECORDS AND CONFIDENTIALITY OF RECORDS

The Service Provider recognizes that all information and materials received in connection with this Agreement shall be kept in the strictest confidence. All physical examinations and laboratory tests shall be City property for the life of this Agreement. The Service Provider shall keep the records for the life of this Agreement and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The Service Provider shall enter into a separate Business Associate Agreement with the City after the award of this Agreement. Upon termination of this Agreement all records shall be transferred to the City within twenty-four (24) hours of termination.

SECTION XII. INSPECTIONS AND AUDITS. The City reserves the right to inspect and audit the Service Provider's records. The Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement. The Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes **for at least five (5) years** after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

SECTION XIII. INSURANCE REQUIREMENTS. With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

A. INSURANCES

1. Worker's Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**

Personal Injury or Death

\$1,000,000 for each person

\$1,000,000 in the aggregate

Property Damage

\$1,000,000 for each occurrence

\$1,000,000 in the aggregate

b) **Vehicle Liability**

Combined Single Limit

\$1,000,000 per accident

B. ERRORS AND OMISSIONS LIABILITY INSURANCE. The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.

C. FORM OF POLICIES. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

D. ISSUERS OF POLICIES. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

E. INSURED PARTIES. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

F. MATERIAL CHANGE IN POLICY(IES). Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate

limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

H. CANCELLATION. Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company. The Service Provider shall also give written notice to the City's Purchasing Manager within fifteen (15) days of the date upon which total claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement.

I. DELIVERY OF POLICIES. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso
Financial Services Department – Purchasing Division
Attn: Purchasing Manager
P.O. Box 1890
El Paso, Texas 79950-1890

Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

SECTION XIV. TERMINATION OF AGREEMENT. In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

A. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by the City and the Service Provider upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Service Provider shall cease all services under this Agreement. Upon such termination, the Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Service Provider for the purpose of set off until such time as the exact amount of

damages due the City from the Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

B. TERMINATION FOR DEFAULT: It is further understood and agreed by the Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Service Provider pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined.

SECTION XV. INDEMNIFICATION

Service Provider or its insurer will **INDEMNIFY, DEFEND AND HOLD** the City, its officers, agents and employees, **HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT.** Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Service Provider will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Service Provider may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Service Provider will pay all judgments finally establishing liability of the City in actions defended by Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Service Provider, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Service Provider's property from any cause.

SECTION XVI. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. The Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

B. ADVERTISING. Neither party will advertise or publish, without the other party's consent, the fact that the City has entered into this contract, except to comply with proper requests for information from an authorized representative of the federal, state, or local government.

C. SUCCESSOR AND ASSIGNS. The Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Service Provider if the Service Provider shall attempt to assign without prior written consent.

D. VENUE. For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

E. LEGAL CONSTRUCTION. Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.

F. COMPLIANCE WITH LAW. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

G. NOTICE. Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY: City of El Paso
City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

With Copy to: City Police Department
Gregory K. Allen, Chief
911 N. Raynor
El Paso, Texas 79903

SERVICE PROVIDER: DDLs Group, LLC, dba Fas-Tes El Paso

ATTN: Dalia De Los Santos
Title: Franchise Owner
Address: 5734 Trowbridge
City: El Paso, TX 79925

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

H. FORCE MAJEURE. The Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

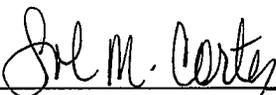
I. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Gregory K. Allen, Chief of Police
City Police Department

SERVICE PROVIDER

DDL Group, LLC, dba Fas-Tes El Paso

Dalia De los Santos

Printed Name: Dalia De los Santos

Title: Franchise Owner

(Acknowledgments Continue on the Following Page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2013,
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 30th day of September, 2013,
by Dalia Delossantos, as Franchisee of DDLS Group, LLC, dba Fas-Tes El Paso.

Dalia Delossantos

George Gamon
Notary Public, State of Texas

My commission expires:

May 21st 2017

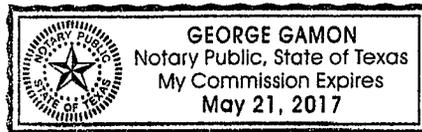


EXHIBIT A

**RFQ NO. 2013-283R
DRUG TESTING AND ALCOHOL SCREENING- POLICE DEPARTMENT**

EXHIBIT B

DDL GROUP, LLC. -PROPOSAL

EXHIBIT C

DDLS GROUP, LLC. - PROPOSAL COST