



**State of New Mexico  
General Services Department  
Purchasing Division**

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**3 Vendors**

Number: 00-00000-19-00076

Amendment No.: Three

Term: March 6, 2020 – March 5, 2023

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: Theresa Mendibles

Telephone No.: 505-795-1894

Email: Theresa.Mendibles@state.nm.us

**Invoice:**  
Same as "Ship To"

Title: **Drug and Alcohol Testing**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties except (AC) Norton Medical Industries, (AE) Quality Screening Solutions and (AF) eScreen, Inc., this Price Agreement is extended from March 6, 2022 to March 5, 2023 at the same price, terms and conditions.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Valerie Paulk*  
Mark Hayden, New Mexico State Purchasing Agent

Date: 1/18/2022

x **This Agreement was signed on behalf of the State Purchasing Agent**

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MS CF

**Certificate Of Completion**

Envelope Id: 8079B358B23A4B3886755D3DB1EE8A9B

Status: Completed

Subject: Please DocuSign: SPD SPA 00-000-19-00076 A003

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Clarke Fountain

AutoNav: Enabled

13 Bataan Blvd

Enveloped Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

ClarkeJ.Fountain@state.nm.us

IP Address: 67.0.241.165

**Record Tracking**

Status: Original

Holder: Clarke Fountain

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1/18/2022 2:45:55 PM

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Pool: GSD

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**Signer Events****Signature****Timestamp**

Michael Saavedra

*MS*

Sent: 1/18/2022 2:49:26 PM

Michael.Saavedra@state.nm.us

Viewed: 1/18/2022 3:17:34 PM

New Mexico General Services

Signed: 1/18/2022 3:17:44 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 67.131.78.31

**Electronic Record and Signature Disclosure:**

Accepted: 6/4/2020 11:04:51 AM

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Clarke Fountain

*CF*

Sent: 1/18/2022 3:17:45 PM

clarkej.fountain@state.nm.us

Viewed: 1/18/2022 3:20:30 PM

Procurement Specialist

Signed: 1/18/2022 3:20:39 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 67.0.241.165

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Valerie Paulk

*Valerie Paulk*

Sent: 1/18/2022 3:20:40 PM

Valerie.Paulk@state.nm.us

Viewed: 1/18/2022 3:22:24 PM

Signed of Behalf of State Purchasing Agent

Signed: 1/18/2022 3:27:30 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 97.123.72.66

**Electronic Record and Signature Disclosure:**

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/18/2022 2:49:26 PM
Certified Delivered	Security Checked	1/18/2022 3:22:24 PM
Signing Complete	Security Checked	1/18/2022 3:27:30 PM
Completed	Security Checked	1/18/2022 3:27:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## **B. Obtaining paper copies**

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## **C. Withdrawing your consent**

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## **D. Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## **E. All notices and disclosures will be sent to you electronically**

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

## **F. How to contact GSD:**

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPDinfo@state.nm.us](mailto:GSD.SPDinfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

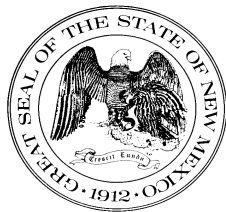
<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico  
General Services Department  
Purchasing Division**

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**6 Vendors**

Number: **00-00000-19-00076**

Amendment No.: **Two**

Term: **March 6, 2020 – March 5, 2022**

**Ship To:**  
**All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.**

Procurement Specialist: **Theresa Mendibles**

Telephone No.: **505-827-0499**

Email: **Theresa.Mendibles@state.nm.us**

**Invoice:**  
**Same as "Ship To"**

**Title: Drug and Alcohol Testing**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties Except (AE) Quality Screening Solutions, LLC, this Price Agreement is extended from March 6, 2021 to March 5, 2022 at the same price, terms and conditions.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: *2/24/2021*

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MS CF

## Certificate Of Completion

Envelope Id: 6935F351A0484A6F948AB8A061BAC498	Status: Completed
Subject: Please DocuSign: SPD SPA 00-00000-19-00076 A002_	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Clarke Fountain
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	ClarkeJ.Fountain@state.nm.us
	IP Address: 174.237.10.39

## Record Tracking

Status: Original	Holder: Clarke Fountain	Location: DocuSign
2/24/2021 8:03:41 AM	ClarkeJ.Fountain@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

## Signer Events

Signature	Timestamp
Clarke Fountain	Sent: 2/24/2021 8:06:47 AM
clarkej.fountain@state.nm.us	Viewed: 2/24/2021 8:07:03 AM
Procurement Specialist	Signed: 2/24/2021 8:07:36 AM
New Mexico General Services	
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 174.237.10.39	

## Electronic Record and Signature Disclosure:

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Michael Saavedra	Sent: 2/24/2021 8:07:37 AM
michael.saavedra@state.nm.us	Viewed: 2/24/2021 8:26:46 AM
New Mexico General Services	Signed: 2/24/2021 8:27:39 AM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
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## Electronic Record and Signature Disclosure:

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Valerie Paulk	Sent: 2/24/2021 8:27:40 AM
valerie.paulk@state.nm.us	Viewed: 2/24/2021 8:34:15 AM
State Purchasing Agent	Signed: 2/24/2021 8:34:33 AM
New Mexico General Services	
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 164.64.125.176	
Signed using mobile	

## Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM  
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp



Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Completed	Security Checked	2/24/2021 8:34:33 AM
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## **H. To request paper copies from SPD**

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## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPDinfo@state.nm.us](mailto:GSD.SPDinfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

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<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

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- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico  
General Services Department  
Purchasing Division**

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**6 Vendors – See Page 6**

Number: 00-00000-19-00076

Amendment No.: One

Term: March 6, 2020 – March 5, 2021

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local  
public bodies allowed by law.

Procurement Specialist: Theresa Mendibles *TM*

Telephone No.: 505-827-0499

Email: [theresa.mendibles@state.nm.us](mailto:theresa.mendibles@state.nm.us)

**Invoice:**  
Same as "Ship To"

**Title: Drug and Alcohol Testing**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**This amendment is issued to reflect the following effective immediately:**

**Price change for Vendor (AB) Patrice Yvette Marshall dba MedSource MRO Services, item numbers: 5, 6, and 7 detailed in the attached amendment documents.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Valerie Paulk*  
Mark Hayden, New Mexico State Purchasing Agent

Date: 12/21/2020

× **This Agreement was signed on behalf of the State Purchasing Agent**

## Explanation of After Hours Cost Change

### **Santa Fe:**

Contracted Price:

3 hours portal to portal round trip = \$330.00

Collection per hour = \$110.00

Mileage is 128 miles at \$1.00 per mile = \$128.00

Each drug test = \$60.00

Total: \$628.00

New After Hour Cost: \$300 per call plus \$60.00 each test

New cost for Onsite Collection: \$200.00 per call plus \$60.00 per test

### **Santa Clara:**

Contracted Price

8 hours portal to porta round trip = \$880.00

Collection per hour = \$110.00

Mileage is 460 miles at \$1.00 per mile = \$460.00

Each drug test = \$60.00

Total: \$1,510.00

New After Hour cost: \$270.00 per call plus \$60.00 for initial test. Each additional test is \$210.00

New cost for Onsite Collection: **Not Available**

### **Roswell:**

Contracted Price

7 hours portal to portal round trip= \$770.00

Collection per hour = \$110.00

Mileage is 400 miles at \$1.00 per mile = \$400.00

Each drug test = \$60.00

Total: \$1,340.00

New cost: \$100 per call plus \$60.00 each test

New cost for Onsite Collection: **Not Available**

### **Truth or Consequences:**

Contracted Price

4 1/2 hours portal to portal round trip = \$495.00

Collection per hour = \$110.00

Mileage is 300 miles at \$1.00 per mile = \$300.00

Each drug test = \$60.00

Total: \$965.00

New cost After Hour Cost: \$400 per call plus \$60.00 each test

New cost for Onsite Collection: \$300.00 per call plus \$60.00 per test

**Albuquerque:**

Contracted price

1 hour portal to portal round trip = \$110.00

Collection per hour = \$110.00

Mileage is 30 miles at \$1.00 per mile = \$30.00

Each drug test = \$60.00

Total: \$310.00

New cost After Hour Cost: \$150.00 per call plus \$60.00 each test

New cost for Onsite Collection: \$150.00 per call plus \$60.00 per test

**Los Lunas:**

Contracted Price

1 hour portal to portal round trip = \$110.00

Collection per hour = \$110.00

Mileage is 50 miles at \$1.00 per mile = \$50.00

Each drug test = \$60.00

Total: \$330.00

New cost After Hour Cost: \$150.00 per call plus \$60.00 each test

New cost for Onsite Collection: \$150.00 per call plus \$60.00 per test

**Las Vegas:**

Contracted Price

4 hours portal to portal = \$440.00

Collection per hour = \$110.00

Mileage is 250 miles at \$1.00 per mile = \$250.00

Each drug test = \$60.00

Total: \$860.00

New cost: \$70.00 each test (The donors are going to the hospital for after hour collection)

New cost for Onsite Collection: \$270.00 per call plus \$60.00 per test

**Escalation Clause/Price Change**

For ITB# 00-00000-19-00076

Price Agreement Item #s 5,6,7

New Mexico Dept. of Health – **Santa Fe**

P0065-100-**ASD**

P0065-101-**DDSD**

P0065-102-**DHI**

P0065-103-**ERD**

P0065-105-**ITSD**

P0065-107-**MEDCAN**

P0065-111-**PHD**

**Price Agreement Item Number: #s 5, 6, 7**

**Current Item Price: \$568.00 plus \$60.00 each test**

**Percentage of Increase: This is a 42.68% decrease from the contracted pricing**

**Material Supplier's Notification: See attached e-mail**

***New Onsite Pre-Employment/Random Collection:***

**Cost: \$200.00 per call**

**Drug Test Bundled Rate: \$60.00 each test**

**New After Hours Cost:**

**Cost: \$300.00 per call**

**Drug Test Bundled Rate: \$60.00 each test**

New Mexico Dept. of Health

P0065-104-**FMBC – Santa Clara**

**Price Agreement Item Number: #s 5, 6, 7**

**Current Item Price: \$1,450.00 plus \$60.00 each test**

**Percentage of Increase: This is a 78.15% decrease from the contracted pricing**

**Material Supplier's Notification: See attached e-mail**

***New After Hours Cost:***

**Cost: \$270.00 per call plus \$60.00 for the initial test, \$210.00 each additional test**

**Donors will have to meet the collector at the clinic.**



New Mexico Dept. of Health  
P0065-106-LLCP – Los Lunas

**Price Agreement Item Number: #s 5, 6, 7**  
**Current Item Price: \$270.00 plus \$60.00 each test**  
**Percentage of Increase: This is a 36.36% decrease from the contracted pricing**  
**Material Supplier's Notification: See attached e-mail**

***New Onsite Pre-Employment/Random Collection:***

**Cost: \$150.00 per call**  
**Drug Test Bundled Rate: \$60.00 each test**

***New After Hours Cost:***

**Cost: \$100.00 per call**  
**Donors will have to meet the collector at the clinic.**  
**If the collection needs to be onsite**  
**Cost: \$150.00 per call**  
**Drug Test Bundled Rate: \$60.00 each test**

New Mexico Dept. of Health  
P0065-108-NMBHI – Las Vegas

**Price Agreement Item Number: #s 5, 6, 7**  
**Current Item Price: \$800.00 plus \$60.00 each test**  
**Percentage of Increase: This is a 91.86% decrease from the after hour contracted pricing and a 61.63% decrease for onsite collections.**  
**Material Supplier's Notification: See attached e-mail**

***New Onsite Pre-Employment/Random Collection:***

**Costs: \$270.00 per call**  
**Drug Test Bundled Rate: \$60.00 each test**

***New After Hours Cost:***

**Drug Test Bundled Rate: \$70.00 each test**  
**Donors need to go to the emergency room and ask for the lab after hours**

New Mexico Dept. of Health  
P0065-109-NMRC - Roswell

**Price Agreement Item Number: #s 5, 6, 7**  
**Current Item Price: \$1,280.00 plus \$60.00 each test**  
**Percentage of Increase: This is a 88.06% decrease from the contracted pricing**  
**Material Supplier's Notification: See attached e-mail**

***New After Hours Cost:***

**Cost: \$100 per call**  
**Donors will have to meet collector at the clinic.**  
**Drug Test Bundled Rate: \$60.00 each test**

New Mexico Dept. of Health  
P0065-110-NMVH – Truth or Consequences

**Price Agreement Item Number: #s 5, 6, 7**  
**Current Item Price: \$905.00 plus \$60.00 each test**  
**Percentage of Increase: This is a 52.33% decrease from the contracted pricing**  
**Material Supplier's Notification: See attached e-mail**

***New Onsite Pre-Employment/Random Collection:***

**Cost: \$300.00 per call**  
**Drug Test Bundled Rate: \$60.00 each test**

***New After Hours Cost:***

**Cost: \$400.00 per call**  
**Drug Test Bundled Rate: \$60.00 each test**

New Mexico Dept. of Health - Albuquerque  
P0065-112-SATC  
P0065-113-SLD  
P0065-114-TLH

**Price Agreement Item Number: #s 5, 6, 7**  
**Current Item Price: \$250.00 plus \$60.00 each test**  
**Percentage of Increase: This is a 32.26% decrease from the contracted pricing**  
**Material Supplier's Notification: See attached e-mail**

***New Onsite Pre-Employment/Random Collection:***

**Costs: \$150.00 per call**  
**Drug Test Bundled Rate: \$60.00 each test**

***New After Hours Cost:***

**Cost: \$100.00 per call**

**Donors will have to meet her at the clinic**

**If the collection needs to be onsite**

**Cost: \$150.00 per call**

**Drug Test Bundled Rate: \$60.00 each test**

## Certificate Of Completion

Envelope Id: DD6CB4205CED416B993FC1C1915A7AAF

Status: Completed

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 7

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Theresa Mendibles

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Theresa.Mendibles@state.nm.us

IP Address: 67.0.224.168

## Record Tracking

Status: Original

Holder: Theresa Mendibles

Location: DocuSign

12/21/2020 4:34:34 PM

Theresa.Mendibles@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO State of New Mexico  
GSD-SPD

Location: DocuSign

## Signer Events

## Signature

## Timestamp

Theresa Mendibles

theresa.mendibles@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 67.0.224.168

Sent: 12/21/2020 4:36:01 PM

Viewed: 12/21/2020 4:38:09 PM

Signed: 12/21/2020 4:38:15 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/1/2020 5:55:33 PM

ID: a1931c7b-74ec-4e14-aa46-8324a6999adc

Michael Saavedra

Michael.Saavedra@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 174.237.3.196

Sent: 12/21/2020 4:38:16 PM

Viewed: 12/21/2020 4:40:27 PM

Signed: 12/21/2020 4:41:19 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk

valerie.paulk@state.nm.us

State Purchasing Agent

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 97.123.66.66  
Signed using mobile

Sent: 12/21/2020 4:41:22 PM

Viewed: 12/21/2020 5:15:31 PM

Signed: 12/21/2020 5:16:16 PM

## Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/21/2020 4:36:01 PM
Certified Delivered	Security Checked	12/21/2020 5:15:31 PM
Signing Complete	Security Checked	12/21/2020 5:16:16 PM
Completed	Security Checked	12/21/2020 5:16:16 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## **B. Obtaining paper copies**

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## **C. Withdrawing your consent**

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## **D. Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## **E. All notices and disclosures will be sent to you electronically**

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

## **F. How to contact GSD:**

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPDinfo@state.nm.us](mailto:GSD.SPDinfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.





**State of New Mexico  
General Services Department**

**Statewide Price Agreement**

**Awarded Vendor:**  
**6 Vendors – Please see Page 6**

Price Agreement Number: 00-00000-19-00076

Payment Terms: See Page 6

F.O.B.: Destination

Delivery: See Page 6

**Ship To:**  
**All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.**

Procurement Specialist: Theresa Mendibles *Jam*

Telephone No.: (505) 827-0499

Email: theresa.mendibles@state.nm.us

**Invoice:**  
**Same as "Ship To"**

**Title: Drug and Alcohol Testing**

**Term: March 6, 2020 – March 5, 2021**

**This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

Mark Hayden, New Mexico State Purchasing Agent

Date: 03/06/2020



State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 00-00000-19-00076

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**Terms and Conditions**

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,



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General Services Department  
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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

**12. Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

**13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

**14. The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**15. Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

**16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18. Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**22. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.



### **New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

### **Statewide Price Agreement**

#### **Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

#### **Article II – Term**

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

#### **Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

#### **Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.



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General Services Department  
Purchasing Division  
Statewide Price Agreement #: 00-00000-19-00076

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**Article V – Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.



State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 00-00000-19-00076

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AWARDED VENDORS:

(AA) 0000145277

DATCO Services Corporation  
2280 Grass Valley Hwy, Suite 232  
Auburn, CA 95603  
(800) 953-2826  
[courtney@datcoservices.com](mailto:courtney@datcoservices.com)

Payment Term:

Net 30

FOB:

Destination

Delivery:

2280 Grass Valley Hwy, ste 232  
Auburn, CA 95603

(AB) 0000145060

Patrice Yvette Marshall dba  
MedSource MRO Services  
2487 North Decatur Road Suite 100  
Decatur, GA 30033  
(770) 575-8631  
[rmcdaniel@medsourcemro.com](mailto:rmcdaniel@medsourcemro.com)

Payment Term:

Net 30

FOB:

Destination

Delivery:

Not Available

(AC) 0000099091

Norton Medical Industries  
6265 Sepulveda Blvd Suite 13  
Van Nuys, CA 91411  
1-800-243-7669  
[Admin@NortonMedical.com](mailto:Admin@NortonMedical.com)

Payment Term:

Net 30

FOB:

Destination

Delivery:

As Requested

(AD) 0000012690

Phamatech, Inc  
15175 Innovation Drive  
San Diego, CA 92128

Payment Term:

Net 30

FOB:

Destination

Delivery:

(UPS) FOB  
Destination

(888) 635-5840

[dconde@phamatech.com](mailto:dconde@phamatech.com)

(AE) 0000143290

Quality Screening Solutions, LLC  
1402 Main Street, Suite B809  
Los Lunas, NM 87031  
(505) 588-2597

Payment Term:

Net 30

FOB:

Destination

Delivery:

NA

[jromero@qualityscreeninsolutions.com](mailto:jromero@qualityscreeninsolutions.com)

(AF) 0000145068

eScreen, Inc.  
PO Box 654094  
Dallas, TX 75265 75265-4094  
(800) 881-0722  
[david.henderson@escreen.com](mailto:david.henderson@escreen.com)

Payment Term:

Net 30

FOB:

Destination

Delivery:

N/A



State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 00-00000-19-00076

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**Awarded Vendors:**

**Specifications:**

Establish a Statewide Price Agreement for a comprehensive employee drug testing service agreement for all state agencies covered by the personnel act, adherence to state personnel board rule 1.7.8 NMAC general government administration; state personnel administration, drug and alcohol abuse.

**Term of Agreement:**

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed four (4) years.

Awarded vendor shall meet all applicable provisions of state license requirements and maintain certification with the substance abuse and mental health services administration (SAMHSA) or the College of American Pathologists (CAP) in forensic urine drug testing.

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154 the State reserves the right to issue multiple awards to obtain the items listed. A multiple award will insure availability and timely delivery in the best interest

**Escalation Clause:**

In the event of a product cost increase an escalation request will be reviewed by the New Mexico State Purchasing Division on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. All requests for price increases shall include the following information:

- Price Agreement Item Number
- Current Item Price
- Percentage of Increase
- Material Supplier's Notification of Price Increase Indicating Percentage of Increase

**Tax Notes:**

Price shall not include State gross receipts or local tax. Tax shall be added to the invoice at current rates as a separate item to be paid by users.

These prices shall be full compensation for furnishing all materials, for preparing, mixing, and applying these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

**Specifications:**

Awarded vendor shall provide alcohol testing performed by a certified breath alcohol technician and proficient in 49 CFR part 40 procedures, and operation of evidence breath testing (EBT) device and determine alcohol concentration of .02 or greater. The EBT device shall be approved by the national highway traffic safety administration (NHTSA), DOT.

Awarded vendor shall provide the agencies a preprinted drug and alcohol testing form and electronic and hard copy billing as requested. Drug and alcohol test kits shall be provided at the vendors collection sites (test kits are for the drug and alcohol testing – whether 5 panel or 10 panel). Collections sites shall make available breath testing. Services shall be readily available twenty-four (24) hours a day, seven (7) days per week for all geographic regions within New Mexico.



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**After-Hours shall mean before 8:00am and after 5:00pm Mountain Standard Time (MST). Awarded vendor shall be capable of performing after-hours testing as required by the using agency either on-site or at a designated collection site. Please include a list of all designated collection sites with your bid.**

Laboratory shall retain and place those specimens confirmed positive in properly secured long-term frozen storage for at least 365 calendar days. An agency may request the laboratory to retain the specimen for an additional period of time.

For comprehensive contractual terms and conditions for medical laboratories' toxicology testimonies and related fees, the user agency will prepare a general service contract to the awarded contractor for these services.

The following initial cutoff concentrations shall be used when screening specimens on the initial drug tests to determine

1. The following initial cutoff concentrations shall be used when screening specimens on the initial drug tests to determine whether they are negative for these seven drugs or classes of drugs.
  - a. Marijuana metabolites 50 (ng/ml)
  - b. Cocaine metabolites 150 (ng/ml)
  - c. Opiate metabolites 2,000 (ng/ml)
  - d. 6-Acetylmorphine 10 (ng/ml)
  - e. Phencyclidine (PCP) 25 (ng/ml)
  - f. Amphetamines 500 (ng/ml)
  - g. MDMA 500 (ng/ml)
2. All specimens identified as positive on the initial drug test, shall be confirmed by the laboratory at the cutoff concentration listed below for each drug. All confirmations shall be by quantitative analysis:
  - a. Marijuana metabolite - Delta - 9-tetrahydrocannabinol - 9-carboxylic acid (THCA) 15 (ng/ml)
  - b. Cocaine metabolite - Benzoylcegonine 100 (ng/ml)
  - c. Opiates:
    - i. Morphine 2,000 (ng/ml)
    - ii. Codeine 2,000 (ng/ml)
  - d. 6-Acetylmorphine 10 (ng/ml)
  - e. Phencyclidine (PCP) 25 (ng/ml)
  - f. Amphetamines:
    - i. Amphetamine 250 (ng/ml)
    - ii. \*Methamphetamine 250 (ng/ml)
  - g. MDMA (Methylenedioxymethamphetamine) 250 (ng/ml)
    - i. MDA (Methylenedioxyamphetamine) 250 (ng/ml)
    - ii. MDEA (Methylenedioxyethylamphetamine) 250 (ng/ml)
3. \*To be reported as positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/ml.
4. The laboratory shall retain and place those specimens confirmed positive in properly secured long-term frozen storage for at least 365 calendar days. An agency may request the laboratory to retain the specimen for an additional period of time. If the laboratory does not receive a request to retain the specimen during the initial 365 calendar day period, the specimen may be discarded.

**In-Network Unit Pricing** is defined as collection sites that are part of the supplier's network of collection sites with which it has negotiated a discount.

**Out-of-Network Unit Pricing** is defined as collection sites that are not part of the supplier's network of collection sites and have negotiated a different rate.



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**Items:**

Item	Unit	Article and Description	In-Network Unit Pricing	Out-of-Network Unit Pricing
1	Ea	<u>DOT</u> – Five (5) panel urine specimen test - split sample collection at a designated collection site, courier transportation of specimen to contractor laboratory	\$59.50 (AA) \$65.00 (AB) \$55.00 (AC) \$45.00 (AD) \$45.00 (AE) \$36.00 (AF)	\$65.00 (AA) \$70.00 (AB) \$65.00 (AC) \$50.00 (AD) \$60.00 (AE) \$48.20 (AF)
2	Ea	<u>Breath</u> - alcohol test at a designated collection site, to include evidential breath test. (additional fee for confirmatory test if initial test is positive, see item #9).	\$37.00 (AA) \$50.00 (AB) \$45.00 (AC) \$32.00 (AD) \$45.00 (AE) \$35.00 (AF)	\$40.00 (AA) \$55.00 (AB) \$50.00 (AC) \$37.00 (AD) \$95.00 (AE) \$45.00 (AF)
3	Ea	Non - DOT Five (5) panel urine test - single sample forensic collection by contractor (or sub-contractor) at a designated collection site, courier transportation of specimens to contractor laboratory.	\$59.50 (AA) \$60.00 (AB) \$55.00 (AC) \$38.00 (AD) \$40.00 (AE) \$32.00 (AF)	\$65.00 (AA) \$65.00 (AB) \$65.00 (AC) \$42.00 (AD) \$55.00 (AE) \$45.00 (AF)
4	Ea	Non - DOT Ten (10) panel urine test - single sample forensic collection by contractor (or sub-contractor) at a designated collection site, courier transportation of specimens to contractor laboratory.	\$59.50 (AA) \$60.00 (AB) \$59.00 (AC) \$45.00 (AD) \$40.00 (AE) \$33.00 (AF)	\$65.00 (AA) \$65.00 (AB) \$69.00 (AC) \$50.00 (AD) \$55.00 (AE) \$46.00 (AF)
5	Ea	<u>After-Hours DOT</u> – Five (5) panel urine test - to include split sample collection by contractor (or sub-contractor) at a designated collection site, courier transportation of specimens to contractor laboratory.	\$165.00 (AA) \$175.00 (AB) \$175.00 (AC) \$60.00 (AD) \$95.00 (AE) \$43.00 (AF)	\$165.00 (AA) • See Note (AB) \$185.00 (AC) \$65.00 (AD) \$135.00 (AE) \$55.20 (AF)
6	Ea	<u>After-Hours Non - DOT</u> Five (5) panel urine test - single sample forensic collection by contractor (or sub-contractor) at a designated collection site, courier transportation of specimens to contractor laboratory.	\$165.00 (AA) \$170.00 (AB) \$175.00 (AC) \$53.00 (AD) \$90.00 (AE) \$39.00 (AF)	\$165.00 (AA) • See Note (AB) \$185.00 (AC) \$58.00 (AD) \$130.00 (AE) \$52.00 (AF)
7	Ea	<u>After-Hours Non - DOT</u> Ten (10) panel urine test - single sample forensic collection by contractor (or sub-contractor) at a designated collection site, courier transportation of specimens to contractor laboratory.	\$125.00 (AA) \$170.00 (AB) \$189.00 (AC) \$60.00 (AD) \$90.00 (AE) \$40.00 (AF)	\$125.00 (AA) • See Note (AB) \$199.00 (AC) \$65.00 (AD) \$130.00 (AE) \$53.00 (AF)



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Item	Unit	Article and Description	In-Network Unit Pricing	Out-of-Network Unit Pricing
8	Ea	MRO Independent New Mexico Medical Review Officer (MRO) review of test results.	\$5.00 (AA) \$4.00 (AC) \$7.00 (AD) Included (AF)	\$5.00 (AA) \$4.00 (AC) \$7.00 (AD) Included (AF)
9	Ea	Confirmatory Test - Breath – Alcohol test.	\$37.00 (AA) \$20.00 (AB) \$45.00 (AC) \$45.00 (AE) Included (AF)	\$40.00 (AA) \$25.00 (AB) \$50.00 (AC) \$95.00 (AE) Included (AF)
10	Ea	Confirmatory Test – Urine test.	\$175.00 (AC) \$32.00 (AE) Included (AF)	\$175.00 (AC) \$44.00 (AE) Included (AF)
11	Ea	Confirmatory Test of split sample “B” Bottle at separate lab as requested by donor.	\$150.00 (AA) \$200.00 (AB) \$175.00 (AC) \$30.00 (AD) \$250.00 (AE) \$150.00 (AF)	\$150.00 (AA) \$175.00 (AC) \$30.00 (AD) \$250.00 (AE) \$150.00 (AF)
12	Ea	On-Site collection charge per visit, includes one (1) hour on-site.	\$165.00 (AA) \$70.00 (AB) \$250.00 (AC) \$60.00 (AD) \$200.00 (AE) • See Vendor (AF) description for Items 14 & 15	\$165.00 (AA) \$260.00 (AC) \$75.00 (AD) \$200.00 (AE)
13	Ea	On-Site hourly rate for additional on-site time	\$125.00 (AA) \$1.00 (AB) \$125.00 (AC) \$20.00 (AD) \$75.00 (AE) • See Vendor (AF) description for Items 14 & 15	\$125.00 (AA) \$125.00 (AC) \$20.00 (AD) \$95.00 (AE)
14	Ea	Other fees for On-Site collection: Please describe	\$0.58 (AE) • Please see (AF) Description for Item 14	\$0.58 (AE)
15	Ea	Other fees for On-Site collection: Please describe	\$400.00 (AE) • See Vendor (AF) description for Items 14 & 15	\$400.00 (AE)
16	Ea	Other fees for On-Site collection: Please describe	\$75.00 (AE)	\$ 75.00 (AE)

\*\*\* See next page for item notes \*\*\*

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**\* Vendor (AB)**

**Item 5, Item 6, Item 7 – In-Network Unit Pricing:**

Explanation of Drug Testing Costs: The prices listed above for the DOT, Non-Dot 5-panel, and the Non-Dot 10 panel is a bundled rate which includes the collection fee, laboratory fee, confirmation, and MRO fee. There are no additional costs for confirmations and potential positives unless a re-test or other testing is needed. **We medically review all results to ensure a level of excellence is maintained.**

**Item 5, Item 6, Item 7 – Out-of-Network Unit Pricing:**

Out of Network Unit Pricing: All the collection sites we submitted are in our network. We will not know the third party collection charge in advance. The out of network price above is an estimation. If the collection site charges more for the collection cost, we will adjust the price accordingly. This cost will be calculated when we find out what the collection site is charging in addition to our services. **We advise not to use their party sites unless it is absolutely necessary.**

**\* Vendor (AE)**

Item 12: Scheduled

Item 14: Mileage roundtrip per mile

Item 15: Emergency/post accident after hours collection fee

Item 16: Emergency/post accident per test.

Cancellation less than 24 hours notice will be charged 70% of the total amount contracted to be collected

**\* Vendor (AF)**

Item 12, Item 13, Item 14, Item 15:

14.) For unscheduled onsite collections (ex: post-accident) eScreen Charges \$7.00 plus all fees billed to eScreen by onsite collector. These often include: mileage, wait time, onsite fee, drug test fee, etc.

15.) For scheduled onsite collections during normal business hours (ex: Random testing) eScreen passes along the onsite collector fee equal to the greater of the following for each scheduled On-Site Drug Testing Services Event: a.) Onsite Testing Event Commitment Fee.f \$400; or b.) Contracted rate for service per test plus onsite event fees plus \$5.00 per test.

**\*\*\*16 Items Total\*\*\***