

AMENDMENT NO. 6 TO BID CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

ALERE TOXICOLOGY SERVICES, INC.

BID PROPOSAL NO. 4801-01545 - DRUG TESTING LABORATORY SERVICES

THIS SIXTH AMENDMENT (the "**Amendment**") is made by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Alere Toxicology Services, Inc., represented by Kathy Ross, Vice-President of US Workplace Solutions (the "**Contractor**"). The City and the Contractor may sometimes be referred to as the "**Parties**." This Amendment is effective as of April 4, 2020 (the "**Effective Date**").

RECITALS

WHEREAS, on April 10, 2014, effective April 4, 2014, the City and the Contractor entered into a contract to provide certain Drug Testing Laboratory Services in connection with employee substance abuse testing (the "**Contract**") pursuant to the City's Invitation to Bid for Proposal No. 4801-01545 (the "**ITB**");

WHEREAS, the Contract provided for an initial term of one (1) year from the Effective Date with the ability to extend the term for no more than five (5) one (1) year periods;

WHEREAS, on July 15, 2015, effective April 4, 2015, the City and the Contractor entered into an amendment to extend the term of the Contract for one (1) year through April 3, 2016 ("**Amendment No. 1**");

WHEREAS, on May 16, 2016, effective April 4, 2016, the City and the Contractor entered into an amendment to extend the term of the Contract for one (1) year through April 3, 2017 ("**Amendment No. 2**");

WHEREAS, on July 28, 2017, effective April 4, 2017, the City and the Contractor entered into an amendment to extend the term of the Contract for one (1) year through April 3, 2018 ("**Amendment No. 3**");

WHEREAS, on January 14, 2019, effective April 4, 2018, the City and the Contractor entered into an amendment to extend the term of the Contract for one (1) year through April 3, 2019 ("**Amendment No. 4**");

WHEREAS, on January 14, 2019, effective April 4, 2019, the City and the Contractor entered into an amendment to extend the term of the Contract for one (1) year through April 3, 2020 ("**Amendment No. 5**");

WHEREAS, five (5) additional one-year extensions have been granted since the original contract was executed and there are no additional contract extensions remaining for time;

WHEREAS, the Civil Service Department (the "**Department**") has requested a waiver pursuant to Chief Administrative Office Policy 24(r) to extend the duration of this Contract, as amended, for six (6) months from April 4, 2020 through October 3, 2020 to maintain continuity of

services and to allow the Department adequate time to issue a new Bid Proposal in light of COVID-19; and

WHEREAS, the City and the Contractor, both having the authority to do so, now desire to amend the Contract to extend its term for continuity of services.

NOW THEREFORE, the City and the Contractor, for good and valuable consideration, agree as follows:

1. **Extension.** Section L of the ITB, which was incorporated into and made a part of the Contract, is hereby amended by extending the term of the Contract, as amended, on a month-to-month basis for an additional Six (6) months from the Effective Date through October 3, 2020.

2. **Cancellation.** Section M of the ITB, which was incorporated into and made a part of the Contract, is hereby amended by inserting the following clause into the Contract, as amended:

Termination for Convenience. The City may terminate this Contract, as amended, for convenience at any time by giving the Contractor written notice of the termination, and the termination will be effective at the end of the calendar month when the Contractor received the written notice. For purposes of this section, written notice may be provided electronically to the authorized signatory of this Amendment.

3. **Price.** The City and the Contractor reaffirm the price proposal submitted by the Contractor in response to the City's ITB.

4. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Contract:

NON-DISCRIMINATION

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Contract, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. **Non-Discrimination.** In the performance of this Contract, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the

Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Contract for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Contract.

5. Convicted Felon Statement. The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

6. Non-Solicitation Statement. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

7. Prior Terms Binding. Except as otherwise provided by this Amendment, the terms and conditions of the Contract, as amended, remain in full force and effect.

8. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

9. Compliance with the City's Hiring Requirements – Ban the Box. (i) The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Contract, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. (ii) Failure to maintain compliance with the City's hiring requirements throughout the term of the Contract, or to provide sufficient written reasons for deviation, is a material breach of this Contract. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Contract, or take any such legal action permitted by law or this Contract. (iii) This section will not apply to any Contracts excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Contract will remain in full force and effect. (iv) The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL, MAYOR

Executed on this 9TH day of JUNE, 2020.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

ALERE TOXICOLOGY SERVICES, INC.

BY: _____

KATHY ROSS, VICE-PRESIDENT US WORKPLACE SOLUTIONS

TAX I.D.

[END OF AMENDMENT]