



State of Oklahoma  
Department of Central Services  
Central Purchasing

Notice of Statewide Contract  
Award

*Official signed contract documents are on file with DCS-Central Purchasing.*

**Contract Title:** Occupational Drug and Alcohol Testing Services

**Statewide Contract #:** SW555

**Contract Issuance Date:** 11/30/2011

**Total Number of Vendors:** 3 (For details see: Vendor Information Sheet)

**Contract Period:** 12/1/2011 thru 11/30/2012

**Agreement Period:** 12/1/2011 thru 11/30/2016

**Authorized Users:** All State Departments, Boards, Commissions, Agencies, Institutions, Higher Education, Political Sub-Divisions, Counties, School Districts and Municipalities.

**Contract Priority:** This contract is mandatory to State agencies, boards, commissions and departments. Local governments (Cities, Counties, School Districts, Higher Ed, Municipalities, and Political Sub-divisions) are permitted and may avail themselves to utilize this contract.

**Type of Contract:** A firm, fixed price, indefinite delivery and indefinite quantity contract.

**DCS-CP Contact:** Gai Hunter

Phone: 1 - 405 - 522 - 0399

**Title:** Contracting Officer

Fax: 1 - 405 - 521 - 4475

Email: Gai\_hunter@dcs.state.ok.us



**State of Oklahoma  
Department of Central Services  
Central Purchasing**

**Awarded Vendors Information**

**Vendor Name:** St. Anthony Toxicology Laboratory

**Vendor ID#:** 0000072415 / 0016

**Vendor Address:** Address: 1000 N. Lee Street Box 205

City: Oklahoma City

State: OK

Zip Code: 73101

**Contact Person Name:** Chuck Robinson, Page 405.557.8403

**Phone #:** 1 - 405 - 557 - 8403

**Title:** This is for ordering and questions

**Fax #:** 1 - - -

**Email:**

**Website:** N/A

**Authorized Location:**  Locations list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

**Contract ID #:** See St. Anthony's contracts file

**Delivery:** N/A

**Minimum Order:** N/A

**P/Card Accepted**  Yes  No

**Other:**

**Vendor Name:** National Occupational Health Services, LLC

**Vendor ID#:** 0000235654 / 0001

**Vendor Address:** Address: 6848 East 4st Street

City: Tulsa

State: OK

Zip Code: 74145

**Contact Person Name:** Primary: Tonya Swan,

**Phone #:** 1 - 918 - 794 - 4777

Secondary: Candace Reeder

**Title:** This is for ordering and questions

**Fax #:** 1 - 918 - 794 - 4778

**Email:** [tswan@nohs.com](mailto:tswan@nohs.com) or [creeder@nohs.com](mailto:creeder@nohs.com)

**Website:** www.nohs.com

**Authorized Location:**  Locations listing attached as (*attachment title*)

Address:

City:

State:

Zip Code:

**Contract ID #:** See NOHS's contracts file

**Delivery:** N/A

**Minimum Order:** N/A

**P/Card Accepted:**  Yes  No

**Other:**



**State of Oklahoma  
Department of Central Services  
Central Purchasing**

**Awarded Vendor Information**

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**Vendor Name:** Team Professional Services, Inc.

**Vendor ID#:** 0000333867 / 0001

**Vendor Address:** Address: 19 NE 50th

City: Oklahoma City

State: OK

Zip Code: 73105

**Contact Person Name:** Greg Barton

**Phone #:** 1- 405 - 429 - 7970 Ext. 5

**Title:** For ordering and questions

**Fax #:** 1- 405 - 429 - 7974

**Email:**

**Website:** www.teamprofessional.com

**Authorized Location:**  Locations list attached as

Address:

City:

State:

Zip Code:

**Contract ID #:** See Team's contracts file

**Delivery:** N/A

**Minimum Order:**

**P/Card Accepted:**  Yes

No

**Other:**

## SW555 Instructions to Using Entities

The new SW555 has been awarded by group of zip codes based on location of collection sites to three (3) contractors to ensure maximum statewide testing site coverage. When the using entity sends the donor to the testing site, the base prices will base on the zip code of such testing site. The overview of the Price Sheet Year #1 from all contractors has been provided for price comparisons. Since there are 7 groups of zip codes identified in this contract, there are 7 contract IDs per each contractor. This is to ensure accuracy of monitoring and tracking usages geographically for future uses.

In the event that using entities utilize PeopleSoft purchasing module and decide to have their testing program with a specific contractor, the using entity is able to select multiple contract IDs (each ID represents each group of zip codes) assigned to such contractor when issuing a release purchase order.

The actual effective date of SW555 is December 1<sup>st</sup>, 2011.

There are 6 groups of contracts; groups #1, 2, 3, 5, 6 and 7 with an assigned starting date either before or later than December 1<sup>st</sup>. The using entities utilizing PS will not be able to issue a release(s) against groups #5, 6 and 7 until the assigned effective date.

**Note:** each group of contracts generated from PeopleSoft (PS) is required to have different starting date. People Soft does not allow the contracts to begin the same day when the contracts contain the same vendor ID with the same item IDs (even though items have slightly different descriptions).

### **1. Contractor Selection:**

Each using entity has the ability to select a contractor or multiple contractors best determined to provide and meet its needs for its particular purposes. Each using entity should take into consideration several factors to determine which contractor will best meet its needs. The factors may include, but are not limited to:

- Location to its office in relation to the proximity of the collection site within a city/county;
- Onsite based testing VS offsite based testing;
- Regular hour testing VS after hours testing;
- Full training VS training materials only;
- Expert witness
- Type of tests needed;
- Sensitivity level of testing device provided by the contractor;
- Quality control;
- Standard operating procedures;
- Regulated VS non-regulated testing;
- Random selection program

After the above factors are taken into consideration, costs will be taken into account as costs vary based on needed factors.

Each using entity also has the ability to select all contractors if it is determined that it will bring the most value to its entity.

## **2. Ordering:**

When ordering, using entity should specify its choice of test results reporting; web-based or non web-based. There is no additional charge to select a method of test results reporting.

*Each using entity will order only items that meet its requirements. It is not necessary that all items from selected contractor will be used.*

Some items are free of charge (\$0.00). However, if services from these items are needed, using entity must select such items when ordering for the contractor to provide services.

## **3. Contractor Point of Contact:**

When assistance is needed, contractor point of contacts for regular work hours and 24 hours basis are provided as shown on collection sites listing.

## **4. Lists of Collection Sites**

The lists of collection sites are provided in Microsoft Excel Spreadsheet to facilitate using entities in seeking the nearest testing site in their area. The using entities are able to sort data based on their specific needs, e.g. sort by county, by city, by zip code, by type of services, etc.

Note that these files are “read only”, therefore, using entities must save the files in different names and store where needed.

These files may be updated from time to time if Central Purchasing is notified by the contractors of any changes. The using entities are responsible for retaining the most update documents for their use.



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## **A. GENERAL PROVISIONS**

### **A.1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this contract:

- A.1.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.1.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.1.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.1.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph of this certification;
  - A.1.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.1.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its contract response.

### **A.2. Legal Contract**

- A.2.1.** The Contract will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or contract or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

### **A.3. Contract Modification**

- A.3.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.3.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

### **A.4. Delivery, Inspection and Acceptance**

- A.4.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The offeror(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The offeror(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.4.2.** Offeror(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

### **A.5. Invoicing and Payment**

- A.5.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.5.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

## **A.6. Tax Exemption**

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The Central Purchasing Division shall furnish tax exemption certificates upon written request.

## **A.7. Audit and Records Clause**

- A.7.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.7.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

## **A.8. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the contract, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

## **A.9. Choice of Law**

Any claims, disputes, or litigation relating to the contract, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

## **A.10. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

## **A.11. Termination for Cause**

- A.11.1.** The contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.11.2.** The State may terminate the Contract immediately, without a 30-day written notice to the contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. A
- A.11.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

## **A.12. Termination for Convenience**

- A.12.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.12.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

## **A.13. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The offeror awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

## **A.14. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not

employees of the State of Oklahoma or the procuring agency. The contractor's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

**A.15. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**A.16. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the contractor shall maintain all applicable licenses and permit requirements.

**A.17. Special Provisions Special**

Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. STANDARD DEFINITIONS**

- B.1.1.** Addendum – A written change, addition, alteration, correction, or revision to a statewide contract issued by Central Purchasing Division.
- B.1.2.** Awarded Offeror/Successful offeror - The Offeror that is awarded a contract.
- B.1.3.** CP – State of Oklahoma, Department of Central Services, Central Purchasing Division.
- B.1.4.** DCS – State of Oklahoma Department of Central Services
- B.1.5.** Local Government Entity – Any unit of local government including, but not limited to, any school district, county, municipality, Higher Education, or Political Sub-Division.
- B.1.6.** Mandatory – Use is required by the Oklahoma State Departments or agencies.
- B.1.7.** May – Denotes that which is permissible, not mandatory.
- B.1.8.** Request for proposal (RFP) – A type of contract a state agency or the State Purchasing Director sends to offerors for submission of bids for acquisitions. Request for Proposal, bid and contract are synonymous under this contract.
- B.1.9.** Shall or Must – Denotes that which is a mandatory requirement.
- B.1.10.** Should – Denotes that which is recommended, not mandatory.
- B.1.11.** State – State of Oklahoma
- B.1.12.** State Agency – A State government agency, department, division, bureau, board, or commission. Grand River Dam Authority and Oklahoma Housing Finance Authority are the state agencies but exempted from Central Purchasing Act.
- B.1.13.** Successful offeror - The Offeror that is awarded a contract. Throughout this contract, when the word “successful offeror” is used, some sections may refer to successful offeror, its sub contractors, partners and affiliates as determined by the State that sections are necessary to be applied to all of them. It is also used interchangeably with “awarded offeror” or “contractor” or “successful bidder”.
- B.1.14.** The State of Oklahoma – All state entities entering into this contract, to include all State Departments or Agencies, Boards, Commissions, Agencies, Institutions, Counties, School Districts and Municipalities. Oklahoma Department of Central Services, Central Purchasing Division will act on a behalf of the State of Oklahoma.
- B.1.15.** Using entity – The entity for which the CP has issued this RFP and will enter into a contract. Entities include all Oklahoma State Departments, Boards, Commissions, Agencies, Institutions, Counties, School Districts and Municipalities.

### **B.2. CONTRACT SPECIFIC DEFINITIONS**

- B.2.1.** Alcohol – Intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- B.2.2.** Collection site – A place designated by the employer where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs and/or providing a breath sample to be analyzed for the presence of alcohol.
- B.2.3.** Confirmation test – A second analytical procedure to identify the presence of a specific drug or metabolite which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (Gas chromatography / mass spectrometry (GC / MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)
- B.2.4.** Controlled substance – A drug, chemical substance, or immediate precursor.
- B.2.5.** Cutoff Level - The concentration of a drug or drug metabolite in the urine at which a specimen is considered positive.
- B.2.6.** DOT – Federal Department of Transportation
- B.2.7.** FMCSA – Federal Motor Carrier Safety Administration
- B.2.8.** HHS – Federal Department of Health and Human Services
- B.2.9.** Illegal drug – Includes narcotics, hallucinogens, depressants, stimulants, look-alike drugs, or other substances, which can affect or hamper the senses, emotions, reflexes, judgment of other physical or mental activities. Included is any drug which is not legally obtainable or which has not been legally obtained, to include prescribed drugs not

legally obtained and prescribed drugs not being used for prescribed purposes or being used by one other than the person for whom prescribed.

- B.2.10.** Initial test – An immunoassay screen to eliminate “negative” urine specimens from further consideration.
- B.2.11.** Legal drug – Drugs prescribed by a licensed practitioner and over-the-counter drugs which have been legally obtained and are being used solely by the individual and for the purpose for which they were prescribed or manufactured in the appropriate amount.
- B.2.12.** Medical Review Officer (MRO) – A licensed physician responsible for receiving laboratory results generated by an employer’s drug testing program. This physician must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information. The physician is expected to have American Association of Review Officers or American College of Occupational Medicine certification as Medical Review Officer.
- B.2.13.** SAMHSA – Federal Substance Abuse and Mental Health Services Administration
- B.2.14.** Sample – Tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.
- B.2.15.** Sample collection – Procedures as dictated by state law.
- B.2.16.** Screening test – See initial test.
- B.2.17.** Split sample – One urine specimen from one individual that is separated into two specimen containers.

### **B.3. AUTHORIZED USERS**

This contract shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies, Institutions, Higher Education, Political Sub-Divisions, Counties, School Districts and Municipalities.

### **B.4. NOTICE OF AWARD**

Notice of award letter resulting from the RFP will be furnished to the successful offeror and shall result in a binding contract without further action by either party. It shall be the successful offeror's responsibility to reproduce and distribute copies to all authorized partners listed in their response, if any. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

### **B.5. EXTENSION OF CONTRACT**

The State may extend the term of this contract up to 120 days if mutually agreed upon by both parties in writing.

### **B.6. CONTRACT PERIOD**

This contract shall not become effective until approved by the State Purchasing Director, Central Purchasing Division, Department of Central Services. The contract is for a 12 month period, commencing December 1, 2011 and ending November 30, 2012. The contract may be renewed at the same terms and conditions for up to four (4) one-year option periods unless canceled by either party.

### **B.7. CONTRACT PRIORITY, TYPE AND PRICE**

This contract is mandatory to State agencies, boards, commissions and departments when the requirement in section C.6.6.1.1 is met. Local governments (Cities, Counties, School Districts, Higher Ed, Municipalities, and Political Sub-divisions) are permitted and may avail themselves to utilize this contract. Conditions included in this contract shall be the same for local governments. The State has no responsibility for payments owed by local governments. Successful offeror must bill directly to the local governments.

This is a firm, fixed price after agreed upon by parties, indefinite delivery and indefinite quantity contract.

This statewide contract is awarded by the Central Purchasing Division to take advantage of volume discount pricing for services that have a recurring demand from one or more entities. However, if a using state agency locates an offeror that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Central Purchasing Division.

### **B.8. COST/PRICE ADJUSTMENTS**

- B.8.1.** Price increases are negotiated based on increases in contractor's costs. Price increases may be permitted at the time of contract process and/or contract renewal through a process of negotiation with the Contractor and the State. Any price increases should be based on, but are not limited to, demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.
- B.8.2.** Price decrease can be requested by either party and will be accepted at any time.

### **B.9. POST AWARD MODIFICATIONS**

Following contract award, during the term of the contract, including any optional renewal periods, or prior to renewal of the contract, the State may make changes or revisions within the scope of work of the contract resulting from this contract. The State Purchasing

Director or designee and the successful offeror may negotiate in good faith adjustments to terms, conditions, prices or other matters of mutual concern and interest. Such negotiations will be conducted in accordance with the Central Purchasing rules and result in an addendum or modification to the contract resulting from this contract.

**B.10. CONTRACT ADMINISTRATION**

This Contract is issued by the Oklahoma Department of Central Services, Central Purchasing Division on behalf of the State of Oklahoma (collectively, including all other relevant State of Oklahoma authorized entities, the "State"). Central Purchasing Division is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Central Purchasing Division is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.

**B.11. CONTRACT MANAGEMENT FEE AND QUARTERLY USAGE REPORTING**

**B.11.1. Management Fee:**

Pursuant to Oklahoma State Statute Title 74, Chapter 4, Section 85.33A The State Purchasing Director may enter into or award contracts that provide a contract management fee, levy or rebate to the Department of Central Services.

Pursuant to this statute, the State Purchasing Director hereby imposes a contract management fee on this Statewide Contract, as defined below:

MANAGEMENT FEE	
Contract Management Fee Percentage:	One Percent (1%)

The parties agree that the contract management fee identified in the table above has been included in new contract pricing (for example, the proposed price of \$45.00 per test, \$0.45 out of \$45.00 will be the contract management fee to the State), which new contract pricing has been approved by The State Purchasing Director and will become effective upon the Effective Date December 1<sup>st</sup>, 2011. The Contract Management fee (hereinafter, "the Fee") will be collected by successful offeror on all sales pursuant to this Statewide Contract placed on or after the "Effective Date" defined above. The Fee shall be remitted by successful offeror to The State Purchasing Director as further described below.

**B.11.2. Quarterly Payment and Usage Reporting Requirements:**

The parties agree that the collected Fees and the corresponding Quarterly Sales Report, which identifies the total sales pursuant to this Statewide Contract for the corresponding fiscal quarter, shall be submitted by successful offeror to the Central Purchasing Director. The total sales reported in the Quarterly Sales Report should be limited to sales in which the successful offeror has received payment from the requesting entities. In the event that payment for a project is not received or received partially within the same reported quarter, the successful offeror must identify the amount received in the quarterly report and the contract management fee will be calculated based on the portion of payment received. The remaining balance will be carried over to the next reported quarter and contract management fee for such portion will be calculated and remitted to the State. The Fees and the Quarterly Sales Report must be received by the State Purchasing Director on or before the successful offeror's Payment Due Date as defined in the table below:

Quarters	Months (Adjusted)	Successful offeror's Payment Due Date and Quarterly Sales Report Due Date
Quarter 1	December 1 <sup>st</sup> – March 31 <sup>st</sup>	<u>April 30<sup>th</sup></u>
Quarter 2	April 1 <sup>st</sup> – June 30 <sup>th</sup>	<u>July 31<sup>th</sup></u>
Quarter 3	July 1 <sup>st</sup> – September 30 <sup>th</sup>	<u>October 31<sup>th</sup></u>
Quarter 4	October 1 <sup>st</sup> – November 30 <sup>th</sup>	<u>December 30<sup>th</sup></u>
-----	-----	<u>30 calendar days following the termination of this Statewide Contract for any reason</u>

The Quarterly Usage Report must be in Excel spreadsheet format provided by the State with the RFP and submitted via email to the Contracting Officer name herein within 30 calendar days after the preceding quarter. In the event that the Contracting Officer for this contract is changed, the successful offeror will be notified of the new Contracting Officer's email address. Successful offeror must use this excel spreadsheet to report without altering descriptions, and headings. Additional explanation or information is allowed to be added or inserted to this excel spreadsheet, if needed.

At the end of each quarter as defined above, successful offeror shall prepare the Quarterly Sales Report. In the event no sales have occurred, the successful offeror must submit the Quarterly Usage Report, indicating no sales have occurred. No later than the date identified above as the "Successful offeror's Payment Due Date" for each quarter, successful offeror shall remit a check payable to the Oklahoma Department of Central Services, Central Purchasing Division for the Fees, which check shall include the note "Contract Management Fee", for what quarter period, and the contract number to the following address.

- (U.S. POSTAL SERVICE)  
Oklahoma Department of Central Services,  
Central Purchasing Division  
Attn: Gai Hunter / SW555 – Occupational Drug and Alcohol Testing Services  
P.O. Box 528803  
Oklahoma City, OK 73152
- (COMMON CARRIER)  
Oklahoma Department of Central Services,  
Central Purchasing Division  
Attn: Gai Hunter / SW555 – Occupational Drug and Alcohol Testing Services  
2401 N. Lincoln, Ste 116  
Oklahoma City, OK 73105

**B.11.3. Auditing and Contract Close Out:**

**B.11.3.1.** All usage reports and Fee payments shall be subject to audit by the State. Successful offeror shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the Statewide Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Successful offeror shall permit the Auditor of the State of Oklahoma or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the successful offeror relating to orders, invoices or payments or any other documentation or materials pertaining to this Statewide Contract, wherever such records may be located during normal business hours. Successful offeror shall not impose a charge for audit or examination of the successful offeror's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the successful offeror for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall successful offeror retain any amount of money in excess of the compensation to which successful offeror is entitled and all Fees owed the Oklahoma Department of Central Services, Central Purchasing Division shall be paid within thirty (30) calendar days of termination of this Statewide Contract for any reason.

**B.11.3.2.** Modifying or Canceling the Fee: The State Purchasing Director reserves the right to modify and/or cancel the Fee at any time. Successful offeror shall immediately amend the Statewide Contract pricing to reflect any modification or cancellation of the Fee by The State Purchasing Director. In addition, The State Purchasing Director reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

**B.11.3.3.** Late Payment Fee: In the event The State Purchasing Director does not receive the successful offeror's payment of the Fees on or before the successful offeror's Payment Due Date, the Purchasing Director may request late payment charges. The parties agree the successful offeror will pay the interest on the overdue Fees at a rate provided by the State Treasurer based on the average interest rate for 30 day time deposits of State funds during the last calendar quarter of the last preceding fiscal year. (Titles 62, § 41.4a & 4b and 74, § 840.14. and OSF Prompt Payment Rules/Regulations).

**B.11.3.4.** Default: The parties agree the successful offeror's responsibility to collect and remit the contract management fee on behalf of the State Purchasing Director is a serious responsibility as the successful offeror is handling state funds. Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring successful offeror in default and may result in suspension or cancellation or other legal remedy.

## **B.12. TERMINATION FOR DEFAULT (CAUSE)**

- B.12.1.** The State may issue a written notice of default to the successful offeror, terminating this contract in whole or in part if the successful offeror fails to:
- B.12.1.1.** deliver the response or to perform the services within the time specified in this contract or any extension,
  - B.12.1.2.** make progress, so as to endanger performance of this contract, or
  - B.12.1.3.** perform any of the provisions of this contract.
- B.12.2.** The State's right to terminate this contract shall be exercised if the successful offeror does not cure such failure within 10 business days (or more if authorized in writing by the State Purchasing Director) after receipt of a notice from the State Purchasing Director or designee specifying the failure.
- B.12.3.** If the State terminates this contract in whole or in part, it may acquire, under the terms and in a manner the State Purchasing Director considers appropriate, supplies or services similar to those terminated, and the successful offeror shall be liable to the State for any excess costs for those supplies or services. However, the successful offeror shall continue the work not terminated.
- B.12.4.** If this contract is terminated for default, the State may require the successful offeror to transfer and deliver to the State, as directed by the State Purchasing Director any completed articles. The State shall pay the contract price for completed articles delivered and accepted.
- B.12.5.** If, after termination, it is determined the successful offeror was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

## **B.13. TERMINATION FOR CONVENIENCE**

- B.13.1.** The State may terminate performance of work under this contract in whole or in part if the State Purchasing Director determines that termination is in the State's interest. The State Purchasing Director shall terminate by delivering to the successful offeror a Notice of Termination specifying the termination date and the effective date. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director
- B.13.2.** After receipt of a Notice of Termination, and except as directed by the State Purchasing Director, the successful offeror shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this provision:
- B.13.2.1.** stop work as specified in the notice.
  - B.13.2.2.** place no further subcontracts or orders (referred to as subcontracts in this provision) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - B.13.2.3.** terminate all subcontracts to the extent they relate to the work terminated.
- B.13.3.** The successful offeror may terminate performance of work under this contract in whole or in part if the successful offeror determines that termination is in the successful offeror's interest. The successful offeror shall terminate by delivering to the State Purchasing Director a Notice of Termination specifying the termination date and the effective date. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the successful offeror.

## **B.14. ORDERING**

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders or use of P-card (purchase card – also see section [B.17](#)) or any other electronic payments as agreed by the parties. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between an order and this contract, the contract shall have precedence.

When Release Purchase Order is used, the successful offeror shall ascertain to receive a release purchase order from using entity prior to providing services. If items listed in the purchase order are incorrect, the successful offeror shall contact the using entity to correct it and re-submit the correct purchase order prior to providing services.

## **B.15. INVOICES**

- B.15.1.** The successful offeror shall be paid upon submission of proper certified invoices to the using entity at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The successful offeror ordering shall be the only office authorized to receive orders, invoice and receive payment.
- B.15.2.** Invoicing shall be made in accordance with instructions by using entity or its division issuing the order.

The successful offeror must submit an itemized monthly invoice to each using entity for services provided during the previous month. The monthly invoice shall include, but is not limited to, a release purchase order number, and a clearly itemized bill that includes date of collection, employee's name, donor's identification number (if provided and required by using entity), custody and control form number, type of test including line item number as listed in the contract and cost of test.

- B.15.3.** If successful offeror is paid more than 45 days after submitting a proper invoice, successful offeror may be entitled to claim an interest penalty, which rate will be varied on an annual basis. Visit the Oklahoma Office of State Finance for the regulations.
- B.15.4.** In cases of partial delivery the using entity may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.
- B.15.5.** Billing shall be in arrears.

**B.16. PROMPT PAYMENT DISCOUNTS**

Discounts for prompt payment will not be considered in the evaluation of responses. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

**B.17. PURCHASING CARD (P-CARD)**

The State currently has a contract with Bank of America to enable selected State employees to purchase needed goods and services using a State of Oklahoma purchasing card. This card functions as any consumer or commercial VISA Card. The State requires the awarded Offeror to accept the State of Oklahoma's Purchasing Card and local government's Purchasing Card (Either VISA or MASTERCARD) as a form of payment. There shall be no additional cost to a using entity for use of purchasing cards as a payment method. All purchase card transactions must be included and reported in the quarterly usage reports.

**B.18. ESTIMATED QUANTITY**

Any reference to quantities or dollar amounts is provided as an estimate only, and shall not serve to obligate the State to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount that the successful offeror is required to furnish.

**B.19. INSURANCE**

- B.19.1.** Successful offeror shall maintain insurance coverage with, **at a minimum**, the limits as follows:

<u>Coverage:</u>	<u>Limits:</u>
Worker's Compensation-----	Statutory
Employer's Liability-----	\$250,000 each accident
	\$250,000 Disease each employee
	\$250,000Disease policy limit
Commercial General Liability-----	\$250,000 each occurrence
(Including bodily injury, personal injury and property damage)	
Automobile Liability (any auto) -----	\$250,000 combined single limit each accident

Any combination of primary and excess insurance may be used to satisfy the limits of coverage for Commercial General Liability and Auto Liability.

Should the successful offeror subcontract any work under this contract to any other party, each subcontractor may be subject to some of the insurance requirements of this contract and proof may be requested by the State at any time during contract periods.

- B.19.2.** Copies of Worker's Compensation Certificate showing such coverage to be in force should be submitted with a RFP response. Other Certificates of Insurance shall be filed with Department of Central Services, Central Purchasing Division after successful offeror being notified of the State's intent of the contract award.
- B.19.3.** Each policy of insurance shall include a 30-day notice of cancellation. Required insurance shall be written on a form acceptable to the Risk Management Division of the Department of Central Services, and shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. All such coverage shall remain in full force and effect during the initial term of the contract and any renewal or extension thereof.
- B.19.4.** As proof of the insurance required, successful offeror shall cause a certificate of insurance to be issued to the Department of Central Services, Central Purchasing Division at the inception of the contract agreement periods showing the Department of Central Services, Central Purchasing Division as the certificate holder and upon renewal of any required insurance policy during the entire term of the contract agreement with the State.

**B.20. HIPAA**

Successful offeror may receive or create certain health or medical information ("Protected Health Information" or "PHI,") in connection with the performance of this Contract. This PHI is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations, as amended, promulgated there under by the U.S. Department of Health and Human Services (the "Regulations").

"Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium:

(i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

Successful offeror represents and warrants that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and Successful offeror specifically agrees, on behalf of its subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA and the Regulations.

#### **B.21. CONFIDENTIALITY**

In the event the successful offeror or its employees obtain access to any confidential information, records or files of the using entity in connection with the performance of its obligations under this contract or any order placed pursuant to this contract, the successful offeror shall keep such records, files, and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the using entity, including but not limited to 49 CFR Part 382, Subpart D of the DOT Regulations, "Confidential information, records or files" shall not mean information which the using entity has denominated in writing as not confidential or information which at the time of disclosure is in the public domain by having been printed and published and widely available to the public. e.g., information in public libraries or repositories. The successful offeror shall notify its employees in writing that they are subject to the confidentiality requirements set forth above prior to the start of this contract. Upon request, the Successful offeror will be required to notify the State in writing when this requirement has been met.

#### **B.22. OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall remain the property of the State of Oklahoma.

#### **B.23. NEWS RELEASES**

The successful offeror is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without prior written consent of the Oklahoma State Purchasing Director.

#### **B.24. ADVERTISING**

The successful offeror shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Oklahoma State Purchasing Director.

#### **B.25. SUBCONTRACTING**

The successful offeror shall be responsible for subcontractor contract performance. This contract shall be between the State and the awarded Offeror. The awarded Offeror shall be responsible for subcontractor adherence to the terms, specifications, and all applicable regulations. Any subcontract shall not relieve the successful offeror of any responsibility for performance under this contract.

Successful offeror shall promptly pay each Subcontractor out of the amount paid to the successful offeror on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. Payments to subcontractors shall not rely upon receiving payments from the State. The successful offeror is required to have substantially financial stability to support their business operations.

## **C. CONTRACT SPECIFICATIONS**

### **C.1. PURPOSE**

This contract is issued by the Central Purchasing division, Department of Central Services, on behalf of the State of Oklahoma.

The purpose of this contract is to provide a firm contract for employees/applicants drug and alcohol collection and testing services for the various Oklahoma state agencies, including other authorized using entities, based on any or combination of the following: Federal Motor Carrier Safety Administration (FMCSA) requirements, encompassed in 49 Code of Federal Regulations (CFR) Part 40 and Part 382; the Federal Substance Abuse and Mental Health Services Administration (SAMHSA) Mandatory Guidelines for Federal Workplace Drug Testing Programs by Department of Health and Human Services (HHS); Oklahoma Workplace Drug and Alcohol Testing Act, rules promulgated by Oklahoma State Department of Health (OSDH), the using entities' drug and alcohol testing internal policy and procedure; and any amendments of all of the above, which may be revised from time to time.

### **C.2. GROUPS TO BE TESTED**

This contract includes testing for two different groups of both controlled substances and alcohol.

- C.2.1.** The first group consists of safety-sensitive transportation employees/applicants as covered by the Federal FMCSA requirements in 49 CFR Part 40 and Part 382.
- C.2.2.** The second group consists of all other employees/applicants (non-DOT) as covered by Federal Workplace Drug/Alcohol Testing Guidelines by Department of Health and Human Services OR Title 40 O.S. 551-565, Standards for the Oklahoma Workplace Drug and Alcohol Testing Act, rules promulgated under Title 310, Oklahoma State Department of Health, Chapter 638, and the using entities' drug and alcohol testing internal policy and procedure.

### **C.3. REQUIRED CATEGORIES OF TESTING INCLUDES, BUT ARE NOT LIMITED TO:**

- C.3.1.** Pre-Employment
- C.3.2.** Post-Accident
- C.3.3.** Random
- C.3.4.** Reasonable Suspicion
- C.3.5.** Return to Duty
- C.3.6.** Follow Up

### **C.4. APPROVED DRUGS**

- C.4.1.** Drugs approved for testing in urine and saliva for non-DOT, promulgated by the United States Department of Health and Human Services, and Oklahoma State Department of Health. Drugs are subject to adjustments by above authority.
  - C.4.1.1.** Amphetamines
    - C.4.1.1.1. amphetamines;
    - C.4.1.1.2. methamphetamines;
    - C.4.1.1.3. methylenedioxyamphetamine;
    - C.4.1.1.4. methylenedioxymethamphetamine;
    - C.4.1.1.5. phentermine;
  - C.4.1.2.** Cocaine;
  - C.4.1.3.** Marijuana;
  - C.4.1.4.** Opiate;
    - C.4.1.4.1. codeine;
    - C.4.1.4.2. heroin;
    - C.4.1.4.3. morphine;
  - C.4.1.5.** Phencyclidine;
  - C.4.1.6.** Barbiturates;
    - C.4.1.6.1. amobarbital;
    - C.4.1.6.2. butalbital;

- C.4.1.6.3.pentobarbital;
    - C.4.1.6.4.secobarbital;
  - C.4.1.7.** Benzodiazepines;
    - C.4.1.7.1.diazepam;
    - C.4.1.7.2.chlordiazepoxide;
    - C.4.1.7.3.alprazolam;
    - C.4.1.7.4.clorazepate;
    - C.4.1.7.5.oxazepam
  - C.4.1.8.** Semi-synthetic and synthetic narcotics:
    - C.4.1.8.1.hydrocodone;
    - C.4.1.8.2.hydromorphone;
    - C.4.1.8.3.meperidine;
    - C.4.1.8.4.methadone;
    - C.4.1.8.5.oxycodone;
    - C.4.1.8.6.propoxyphene
  - C.4.1.9.** Methaqualone
- C.4.2.** Drugs approved for testing in urine for DOT, promulgated by the Department of Transportation. Drugs are subject to adjustments by referenced authority.
  - C.4.2.1.** Marijuana metabolites
  - C.4.2.2.** Cocaine metabolites
  - C.4.2.3.** Amphetamines
    - C.4.2.3.1. Methylenedioxymethamphetamine (MDMA – aka Ecstasy)
  - C.4.2.4.** Opiate metabolites
    - C.4.2.4.1. 6-Acetylmorphine (6-AM)
  - C.4.2.5.** Phencyclidine (PCP)
- C.4.3.** Drugs approved for testing in hair for non-DOT, promulgated by promulgated by the United States Department of Health and Human Services, and Oklahoma State Department of Health. Drugs are subject to adjustments by above authority.
  - C.4.3.1.** marijuana;
  - C.4.3.2.** opiates:
    - C.4.3.2.1.codeine;
    - C.4.3.2.2.heroine;
    - C.4.3.2.3.morphine;
  - C.4.3.3.** cocaine;
  - C.4.3.4.** phencyclidine;
  - C.4.3.5.** amphetamines:
    - C.4.3.5.1.amphetamines;
    - C.4.3.5.2.methamphetamine.

**C.5. ORGANIZATION AND PERSONNEL QUALIFICATIONS**

**C.5.1. Organization**

- C.5.1.1.** The successful offeror must have a minimum of five year experience in processing specimens for drug testing and handling alcohol testing including the administration and management of a random drug testing program as of the RFP closing date.

- C.5.1.2.** The successful offeror shall provide all materials, supplies, and equipment necessary to successfully perform the services required herein, including but not necessarily limited to, specimen collection and identification supplies, test tubes, labels, reagents, shipping containers, split specimen containers, etc.
- C.5.1.3.** All testing equipment, materials, and supplies used by the successful offeror must meet accuracy and reliability standards and requirements as established by the Federal Department of Transportation (DOT), Federal Department of Health and Human Services (HHS), and the Oklahoma State Department of Health Services (OSDH).

**C.5.2. Personnel**

Successful offeror personnel shall be trained and experience in compliance with applicable drug and alcohol federal and state regulations and policies. The relative training and experience must emphasize that all personnel associated with drug and alcohol testing are responsible for maintaining the integrity of the testing process, ensuring the privacy of employees being tested, and avoiding conduct or statements that could be viewed as offensive or inappropriate.

**C.5.2.1. SPECIFIC TRAINING AND QUALIFICATIONS**

**C.5.2.1.1. Laboratory personnel**

**a. Day-to-Day Management**

The laboratory shall have a responsible person to assume professional, organizational, educational, and administrative responsibility. The person shall meet the following minimum qualifications in analytical forensic toxicology:

- i. Certified in forensic or clinical laboratory toxicology; or
- ii. A Ph. D. in one of the natural sciences with an undergraduate and graduate education in biology, chemistry and pharmacology or toxicology; or
- iii. Training and experience comparable to a Ph. D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry and pharmacology or toxicology.

The aforementioned personnel must also meet the following criteria:

- iv. Experience in forensic toxicology including the analysis of biological material for illicit drugs; and
- v. Training and experience in analytical forensic applications such as publications, court testimony, research and other factors which qualify personnel as an expert witness in forensic toxicology.

**b. Day-to-Day Operations and Supervision of Analysts**

Successful offeror personnel who are responsible for the day-to-day operations of the urine testing program and supervision of the technical analysts shall meet the following minimum qualifications:

- i. A bachelor's degree in the chemical sciences or medical technology or equivalent; and
- ii. Training and experience in the theory and practice of laboratory procedures including quality control, chain of custody, interpretation of test results and remedial action for aberrant test results or quality control reports.

**c. Certifying Test Results**

The successful offeror shall employ personnel for test validation who review all pertinent data and quality control results and certify that the laboratory's test reports are valid. This may be the individual(s) responsible for the day-to-day management or operations or their designee(s).

**C.5.2.1.2. Collection site personnel**

**a. Non-DOT collection site personnel**

- i. A urine specimen collection site person shall have successfully completed documented training that clearly emphasize that the person is responsible for maintaining the integrity of the specimen collection and transfer process, carefully ensuring the modesty and privacy of the donor. A person shall be licensed medical professional or technician who acknowledges in writing he or she has been provided instructions for specimen collection handling.
- ii. A breath alcohol technician (BAT) shall be successfully trained to proficiency in the operation of EBT equivalent to the United States Department of Transportation model course, as determined by the National Highway Traffic Safety Administration (NHTSA), operation and calibration checks, and the fundamentals of breath analysis for alcohol content and procedures required by HHS or OSDH.

**b. DOT collection site personnel**

- i. Qualified urine specimen collection site personnel shall have successfully completed and have documented a qualification training program and passed a monitored proficiency demonstration, as required by DOT regulations. The successful offeror shall provide DOT certified collector to conduct DOT specimen collections if requested by the using entity.
- ii. The qualified DOT breath alcohol technician (BAT) shall have successfully completed a qualification training program and passed a monitored proficiency demonstration, as required by DOT regulations or certified as Law enforcement officers by state or local governments to conduct breath alcohol testing. The successful offeror shall provide DOT certified BAT to conduct DOT specimen collections if requested by the using entity.

C.5.2.1.3. Other personnel

Other technical or non-technical personnel shall have the necessary training and skills for the tasks assigned, and shall perform only those procedures that require a degree of skill commensurate with their training, education, and technical ability.

## C.6. DRUG AND ALCOHOL REQUIREMENTS

### C.6.1. General Requirements

- C.6.1.1. The successful offeror shall provide drug and alcohol testing related services for various state agencies, and other authorized entities of the State of Oklahoma in accordance with (1) safety sensitive transportation position as covered by the FMCSA requirements in 49 CFR Part 40 and Part 382, and (2) all other employees (non-DOT) as covered by Federal Workplace Drug Testing Guidelines by Department of Health and Human Services, or Title 40 O.S. 551-565, Standards for the Oklahoma Workplace Drug and Alcohol Testing Act, and rules promulgated under Title 310, Oklahoma State Department of Health, Chapter 638.
- C.6.1.2. The successful offeror shall comply with all confidential requirements stated herein. All information, interviews, reports, statements, memoranda, and/or test results regarding the drug and alcohol testing of any employee are confidential communications, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in an administrative or disciplinary proceeding or hearing, or civil litigation where drug or alcohol use by the tested individual is relevant.
- C.6.1.3. The successful offeror shall provide drug and/or alcohol testing services as needed, Monday through Friday, five (5) days a week, for a minimum of eight (8) consecutive hours per day with hours between 7:00 A.M. through 9:00 P.M. as requested by the using entity. The using entity shall notify the successful offeror of scheduled collection services at a time of issuing a request to the successful offeror.
- C.6.1.4. The successful offeror shall also provide 24 hours drug collection and/or alcohol testing seven (7) days a week, including weekends and holidays for reasonable suspicion testing and post accident testing. The alcohol testing shall be performed within two hours of accident or request for testing, or up to eight hours with a written document by using entity stating the reason(s) that shall be kept on file. The drug testing shall be performed within thirty-two hours of accident or request for testing.
- C.6.1.5. The successful offeror shall provide all materials, supplies, transportation and equipment necessary to successfully perform the services required herein, including but not limited to, specimen collection and identification supplies, report keeping, report submission, test tubes, labels, reagents, shipping containers, split specimen containers, etc.
  - C.6.1.5.1. All testing equipment, materials, and supplies used by the successful offeror must meet accuracy and reliability standards and requirements by the Federal Department of Transportation (DOT), the Federal Motor Carrier Safety Administration (FMCSA) requirements for DOT testing, and the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), and the Oklahoma Workplace Drug and Alcohol Testing Act, rules promulgated by Oklahoma State Department of Health for non-DOT testing.
- C.6.1.6. At a request of using entity, the successful offeror, as part of its services, shall provide specimen collection services under the direct observation of a same-gender collection site person.
- C.6.1.7. If an employee of the using entity refuses to cooperate with the collection process, the collection site personnel shall document and immediately inform point of contact at the using entity.

### C.6.2. Alcohol Testing Requirements

In accordance with DOT and Non-DOT alcohol testing by the Federal and State rules and regulations and at the request of the using entity, the successful offeror shall conduct alcohol testing services.

#### C.6.2.1. Evidential Breath Testing and Non-Evidential Breath Testing

- C.6.2.1.1. The successful offeror's Evidential Breath Testing (EBT) or Non-Evidential Breath Testing devices must meet guidelines specifications and test procedures of the Federal Motor Carrier Safety Administration (FMCSA) requirements by Federal Department of Transportation (DOT), or the National Highway Traffic

Safety Administration and the Federal Department of Health and Humans Services (HHS), and the Oklahoma State Board of Health regulations.

- C.6.2.1.2. The successful offeror shall provide a trained and certified Breath Alcohol Technician (BAT) to administer the breath test. The BAT qualifications must meet requirements in section [C.5.2.1.2.a. ii](#) and [C.5.2.1.3.b. ii](#).
- C.6.2.1.3. The successful offeror shall conduct all screening and testing in accordance with the Federal DOT or Oklahoma State Department of Health alcohol testing regulations and procedures. In the event the Federal DOT or Oklahoma State Department of Health reviews and revises its alcohol and testing regulations and procedures, the successful offeror shall, at that time, expand its alcohol testing option with new revisions upon written mutual agreement between the successful offeror and the State of Oklahoma.
- C.6.2.1.4. Successful offeror must provide each using entity with the current Federal Alcohol Testing Custody and Control Form (CCF 3-part form) specimens for Federal alcohol collections and non-Federal Alcohol Testing Custody and Control Form for non-Federal collections. The Federal form shall not be used for non-Federal alcohol collections.
- C.6.2.1.5. All positive initial alcohol screening tests that have an alcohol concentration of 0.02 or greater shall be confirmed using breath analyzed by an EBT or blood analysis by GC, depending upon the request of using entity.

### **C.6.3. Drug Testing Requirements**

#### **C.6.3.1. DOT tests**

Testing devices must have a five (5) panel urine drug screening test, which includes two additional drugs currently required by DOT to be tested; Methylenedioxymethamphetamine (MDMA – aka Ecstasy) and 6-Acetylmorphine (6-AM) using immunoassay technology, or other current procedures as approved by the Federal DOT for DOT tests. The successful offeror shall test the collected urine specimens for detection of the five (5) drugs or classes of drugs. The current detection cut-off levels must meet requirements by the Federal Department of Transportation. All specimens above cutoff levels identified as positive on the initial test shall be confirmed for the class (es) of drugs screened positive on the initial test using Gas Chromatograph/Mass Spectrometry (GC/MS) techniques, or an equivalent accepted method of equal or greater accuracy at the cutoff values approved and accepted by DOT.

#### **C.6.3.2. Non-DOT tests**

For hair specimen collections, testing devices must have a five (5) panel drug screening test. For urine or saliva specimen collections, devices must have a five (5), six (6), seven (7), eight (8), nine (9), or ten (10) panel drug screening test using immunoassay technology, or other current procedures as approved the Federal HHS and Standards for the Oklahoma Workplace Drug and Alcohol Testing Act, and rules promulgated under Title 310, Oklahoma State Department of Health, Chapter 638. If a six, seven, eight, nine, or ten panel drug screening test for urine or saliva drug test is chosen by using entity, the using entity shall inform the successful offeror additional drugs to be tested. All specimens above cutoff levels identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using Gas Chromatograph/Mass Spectrometry (GC/MS) techniques for urine or saliva, and GC/MS, liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS), mass spectrometry/mass spectrometry (MS/MS) for hair, or an equivalent accepted method of equal or greater accuracy at the cutoff values approved and accepted by State guidelines.

#### **C.6.3.3. Cut-Off Levels**

Detection cut-off levels and list of analytes are subject to adjustments when required by applicable Federal and State guidelines.

#### **C.6.3.4. The successful offeror shall:**

- C.6.3.4.1. Provide each using entity with the current Federal Drug Testing Custody and Control Form for DOT drug testing. This form is a 5-part custody and control form. The Offeror shall also provide a non-Federal Drug Testing Custody and Control Form for non-Federal drug testing.
- C.6.3.4.2. Provide rigorous chain of custody procedures to maintain control and accountability of all specimens through collection and shipping.
- C.6.3.4.3. Establish safeguards to ensure that a specimen is not adulterated or contaminated and is properly identified.
- C.6.3.4.4. Transport specimens within 24 hours from all established collection sites including on-site collection sites to the laboratory where testing occurs.
- C.6.3.4.5. Maintain a quality assurance program to ensure proper performance of all tests and proper reporting of all test results.

C.6.3.4.6. Ensure that the collectors are certified in accordance with Federal DOT regulations and/or Oklahoma State non-DOT regulations. If requested by the using entity, the successful offeror shall prove to the using entity a collector's certifications.

**C.6.4. Random Drug/Alcohol Testing Requirements**

**C.6.4.1.** The successful offeror shall develop and administer procedures and protocols for random drug and alcohol testing. The successful offeror shall select individuals for testing, conduct the test, notify appropriate authorities regarding test results, and otherwise operate the random testing system in a manner that complies with Federal or state regulation if requested by the using entity. The selection for random drug and alcohol testing shall be made by a scientifically valid method, and must be a computer based random number generator that is matched with drivers/employee social security number, payroll identification numbers or other comparable identifying number. Each employee selected for random drug and alcohol testing under the selection process used shall have an equal chance of being tested each time selections are made. Each employee selected for testing shall be tested during the selection period. The annual random rates to be tested for drug and alcohol, including scheduling period, and a list of employees based on their job function or specific group of employees who will be in the random pool group will be provided by using entity.

**C.6.4.2.** The successful offeror shall conduct random testing with individual pools for each using entity. The successful offeror shall update the pool on a monthly basis or as changes are provided by using entities.

**C.6.5. Specimen Collection Requirements**

**C.6.5.1.** The successful offeror must collect all specimens in accordance with stated Federal and State requirements.

**C.6.5.2.** The successful offeror must use federally mandated collection (chain of custody) forms for both drug (5-part form) for DOT (regulated) tests and applicable State or internal collection forms for non-DOT (non-regulated) tests.

**C.6.5.3.** The successful offeror shall ensure specimen reaches the testing laboratory within 24 hours of the time of collection using certified courier. The Offeror shall ensure there is a process for picking up specimens on weekends and holidays. The Offeror must be able to document the integrity of the transportation process.

**C.6.5.4.** Well-trained collection site personnel will take every precaution necessary to ensure the validity of the specimen and preserve the integrity of the collection process and the chain of custody.

**C.6.5.5.** The using entity may request a split specimen method of collection. If the split method is used, the Offeror shall ensure that procedures are compliance with Federal DOT guidelines or Workplace Drug Testing Guidelines by Department of Health and Human Services or State Workplace Drug Testing Guidelines by Oklahoma State Department of Health.

**C.6.6. Collection Site Requirements**

**C.6.6.1. Location of Off-Site Collection Sites**

C.6.6.1.1. State employees who are subject to testing shall not be required to travel more than 50 miles one-way trip from their place of employment or proposed employment to reach the nearest collection site.

C.6.6.1.2. If existing authorized collections sites provided to the State are not located at above noted proximity to place of employment or near place where employee is subject to post accident or reasonable suspicion testing, or the nearer collection site is identified by using entity, successful offeror should create a relationship with such identified collections site. Successful offeror shall notify the Contracting Officer to add such site to the existing authorized collections sites list with a completion of agreement letter and revision of the collection sites list.

C.6.6.1.3. In the event of existing site being removed from the collections site network after award, successful offeror must establish new collection site in the same proximity to removed site within thirty (30) days after date of notice of existing site being removed.

C.6.6.1.4. In the event of expanding the collection site network after award, successful offeror shall notify the Contracting Officer to add their new collection sites to the contract with a completion of agreement letter and revision of the collection sites list.

C.6.6.1.5. In the event of changing address and telephone number of collections site, successful offeror shall notify the Contracting Officer within 7 calendar days after address change to update the collections site information.

C.6.6.1.6. Successful offeror shall designate and provide single points of contact including telephone numbers for both regular work hours 8:00 A.M. – 5:00 P.M. CST and 24 hours services. The 24 hours operator shall

assist using entity in locating the nearest collection site for post accident or reasonable suspicion testing when needed. In the event of changing point of contact, successful offeror shall notify the Contracting Officer within 7 calendar days to update the point of contact information.

**C.6.6.2. Location of On-Site Collection Sites**

Using entity shall notify successful offeror at least seventy-two (72) hours in advance to schedule on site collections services.

C.6.6.2.1. Mobile based test: At the request of the using entity with a minimum of 10 employees to be tested, Offeror shall provide on-site specimen collection and breathe alcohol testing by means of a mobile-unit. The mobile testing units shall be able to accommodate at least 30 people for testing per day. Testing shall be performed on a 24-hour basis collection. Travel mileage shall be paid based on the current rate established by Oklahoma Office of State Finance.

C.6.6.2.2. If agreeable to the using entity with a minimum of 10 employees to be tested, Offeror may perform the on-site specimen collection and breathe alcohol testing in a secure area at the using entity's location. Coordination (i.e. when and where) shall be mutually agreed upon by successful offeror and the using entity. Offeror is responsible for setup the using entity's location to ensure that the site meets collection site's requirements by the Federal or State guidelines.

**C.6.6.3. Drug Testing Sites**

C.6.6.3.1. The first, and preferred, type of site for urination that a collection site may include is a single-toilet room, having a full-length privacy door, within which urination can occur. The site must have a source of water for washing hands that, if practicable, should be external to the closed room where urination occurs. If an external source is not available, the site may meet this requirement by securing all sources of water and other substances that could be used for adulteration and substitution and providing moist towelettes outside the closed room.

C.6.6.3.2. The second type of site is a multi-stall restroom that must provide substantial visual privacy, secure sources of water and other substances that could be used for adulteration and substitution and place bluing agent in all toilets or secure toilets to prevent access.

C.6.6.3.3. No one but the employee may be present in the multi-stall restroom during the collection, except for the monitor in the event of a monitored collection or the observer of the same gender in the event of a directly observed collection.

C.6.6.3.4. A collection site can be in a medical facility, a mobile facility (e.g., a van), a dedicated collection facility, or any other location meeting the requirements in sections [C.6.6.3.1](#) thru [C.6.6.3.3](#).

**C.6.6.4. Alcohol Testing Sites**

C.6.6.4.1. All facilities performing alcohol tests must provide visual and aural privacy to the employee being tested, sufficient to prevent unauthorized persons from seeing or hearing test results.

C.6.6.4.2. If a site fully meeting all the visual and aural privacy requirements of paragraph [C.6.6.4.1](#) is not readily available, this part allows a reasonable suspicion or post-accident test to be conducted at a site that partially meets these requirements. In this case, the site must afford visual and aural privacy to the employee to the greatest extent practicable.

C.6.6.4.3. An alcohol testing site can be in a medical facility, a mobile facility (e.g., a van), a dedicated collection facility, or any other location meeting the requirements in sections [C.6.6.4.1](#) and [C.6.6.4.2](#).

**C.6.7. Deliverables**

**C.6.7.1. Alcohol Testing Results**

C.6.7.1.1. The successful offeror shall notify verbally or electronically within 24 hours or less after completion of test to the using entity of both initial negative and positive results.

C.6.7.1.2. The positive confirmation test by an EBT shall be reported orally or electronically within 48 hours or less after completion of test to the using entity. The positive confirmation test by GC shall be reported orally or electronically within 72 hours or less after completion of test to the using entity.

C.6.7.1.3. Electronic test results can be by means of facsimile, email or web-based reporting. See section [C.6.7.3.2](#) for further detail.

C.6.7.1.4. The written hard-copy alcohol test results can be reported with the drug tests for non-web based test results reporting. See section [C.6.7.3.3](#) for detail.

**C.6.7.2. Drug Testing Results**

- C.6.7.2.1. The laboratory shall report to the Medical Review Officer (MRO) the initial reporting of negative results (or those specimens requiring retesting) electronically within twenty-four (24) hours or less after the receipt of the specimen at the testing laboratory.
- C.6.7.2.2. The laboratory shall report to the Medical Review Officer (MRO) the initial reporting of confirmation positive test results (or those specimens requiring retesting) electronically within forty eight (48) hours or less after receipt of the specimen at the testing laboratory.
- C.6.7.2.3. Electronic reporting of results will be in a manner designed to protect confidentiality and will be subject to any applicable federal or state regulations.
- C.6.7.2.4. Standardized written (hard-copy) reports of test results shall be delivered by certified delivery to the MRO within five (5) business days or less of the completion of tests.
- C.6.7.2.5. Electronic report shall identify the drugs/metabolites/alcohol tested for, whether positive or negative, the purchase order number, the employee identification number, and the laboratory specimen identification number (if applicable). The report shall also indicate the date and time of specimen collection, the date received by the laboratory, and the date and time reported.
- C.6.7.2.6. If requested by the using entity, hard-copy monthly and/or quarterly statistical and activity report of all test results by using entity shall be delivered by certified delivery to the using entity and/or the MRO no later than five (5) business days of the following month. Report must be separated by DOT and non-DOT tests performed for each using entity. Report must include the number of specimens received, number tested, number of positives and invalids, the percent positive and the specific drugs found, by test type.

**C.6.7.3. Tests Results to Using Entity**

- C.6.7.3.1. A verbal or electronic negative and positive drug test result shall be provided to the using entity contact person within twenty-four (24) hours or less of confirmation by the MROs.
- C.6.7.3.2. Electronic method of test result submission can be by means of facsimile, email, or secure web-based reporting. If secure web-based results reporting is used, the written test results will not require to be delivered to the using entity. The successful offeror utilizing this method is still subject to maintain all positive test records up to three years as specified in section [C.12.5](#).
- C.6.7.3.3. At the request of using entity, if non-web based test results reporting is used, written negative and positive test results may be provided within three (3) business days, after the verbal or electronically test results are returned. The format and contents of test results shall be determined by mutual agreement between successful offeror and each using entity.

**C.7. LABORATORY REQUIREMENTS**

- C.7.1. In order to be eligible for licensure as a testing facility, the testing facilities shall be certified by the United States Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP) for DOT drug testing, and for forensic urine drug testing by the United States Department of Health and Human Services (HHS), accredited for forensic urine drug testing by the College of American Pathologists for interstate facilities, or licensed by the Oklahoma State Department of Health for intrastate facilities for non-DOT drug testing.
- C.7.2. The testing laboratories shall comply with regulations by HHS under Clinical Laboratory Improvement Amendments (CLIA) in 1988 for quality standards.
- C.7.3. In accordance with the FMCSA, the HHS, and the Oklahoma State Board of Health regulations, the laboratory shall conduct testing and storage of specimens either primary or split specimens to be analyzed as requested by using entity.
- C.7.4. Successful offeror shall maintain stringent security measures to control access and document which personnel are authorized access to those areas, specimens or records.
- C.7.5. Successful offeror shall execute rigorous chain of custody procedures consistent with forensic protocol to maintain control and accountability of all specimens through receipt, testing and storage.
- C.7.6. At the request of using entity, the laboratory shall provide a list of all authorized personnel that requires access to those areas used for receiving, testing, and storage of urine specimen, and of delivery of personnel.
- C.7.7. The laboratory shall maintain and make available upon the using entity's request all current records on laboratory personnel performing and overseeing the testing effort. Records are to include, a resume, certifications and licenses, references, job descriptions, performance evaluations, and incident reports.
- C.7.8. The laboratory shall use instruments and equipment which are certified for accuracy and reproducibility or checked by gravimetric, calorimetric or other verification procedures before being placed into service and periodically thereafter. This includes volumetric and automatic pipettes, measuring devices and dilutors.
- C.7.9. The successful offeror shall permit the State to conduct inspections of the laboratory facilities at will, without prior notice.

**C.7.10.** The testing laboratories shall not subcontract and shall perform all work with their own personnel and equipment unless otherwise authorized by the State of Oklahoma.

## **C.8. MEDICAL REVIEW OFFICER REQUIREMENTS**

**C.8.1.** The successful offeror shall provide, as part of its service, a Medical Review Officer (MRO) that must be a licensed physician knowledgeable in areas of drug abuse and toxicology procedures to receive, evaluate, and review the results of all DOT and non-DOT drug tests.

**C.8.2.** Minimum qualifications of the MRO

**C.8.2.1.** Both DOT and non-DOT MRO

Be licensed to practice medicine or osteopathic medicine or hold an earned doctoral degree from an accredited institution in clinical chemistry, forensic toxicology, or a similar biomedical science with knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible causes of specimens having an invalid results, DOT MRO guidelines and Non-DOT regulations.

**C.8.2.2.** DOT MRO only

DOT MRO must also receive qualification training outlined in CFR 40.121 paragraph C and complete an examination administered by a nationally-recognized MRO certification board or subspecialty board for medical practitioners in the field of medical review of DOT – mandated drug tests. During each three (3) year period from the date on which MRO satisfactorily completed examination, MRO must complete continuing education consisting of at least twelve (12) professional development hours.

**C.8.2.3.** Non-DOT MRO only

C.8.2.3.1. Non-DOT MRO must also complete at least twelve (12) hours of training appropriate for Review Officers provided by the American Association of Medical Review Officers, the Medical Review Officer Certification Council, the American Society of Addiction Medicine, the American College of Occupational and Environmental Medicine, or another organization approved by the HHS or the Oklahoma Commissioner of Health.

C.8.2.3.2. Federal MRO qualified by HHS shall not be an employee or agent of or have any financial interest in the laboratory for which the MRO is reviewing drug testing results.

C.8.2.3.3. The successful offeror shall verify individual MROs who verify drug test results for this contract have undergone a criminal background check at the Offeror's expense upon request.

C.8.2.3.4. The basic responsibilities of the Medical Review Officer:

- a. Receive, collate, and reconcile all test reports (electronic and written standardized hard-copy) and supporting documentation.
- b. Act as an independent and impartial "gatekeeper" and advocate for the accuracy and integrity of the drug testing process.
- c. Provide a quality assurance review of the drug testing process for the specimens under his purview.
- d. Determine whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid drug tests results from the laboratory.

C.8.2.3.5. The successful offeror shall provide location, hours of operation, regular and emergency telephone numbers of the MRO (s) with their proposal response.

## **C.9. TRAINING WORKSHOP SERVICE REQUIREMENTS**

**C.9.1.** The successful offeror shall provide a training workshop, at the request of a using entity, in accordance with the requirements of 49 CFR 382.603 et seq., or Oklahoma State Department of Health guidelines and the using entity' internal rules and procedures on the topics of alcohol and drug abuse. The successful offeror shall provide all materials, supplies, and professional trainers if requested by using entity.

**C.9.2.** The successful offeror shall agree and understand that such workshops may be held anywhere in the State of Oklahoma.

**C.9.2.1.** The scheduling and site location of workshops shall be mutually agreed upon by the using entity and the successful offeror. Workshop means a period of time set aside by the using entity for its employees to receive training as required by Federal or State guidelines.

**C.9.2.2.** The successful offeror may consolidate training requests received from multiple using entities if agreed upon by all using entities.

- C.9.3.** An audience may be composed of supervisory employees designated by the using entity and/or all non-supervisory employees who may or may not be tested.
- C.9.4.** The workshops shall cover the physical, behavioral, speech, and performance indicators on probable/suspected use of alcohol and/or drugs. Each workshop shall contain topics that meet training requirements specified in Federal or State guidelines.
- C.9.5.** The successful offeror is advised that the number of workshop participants is unknown but may number around 15-30 participants per workshop.
- C.9.6.** The successful offeror shall consult with the using entity in the development of the content of a scheduled workshop. These consultations may be done in person, or by telephone, or in writing, by mutual agreement of the successful offeror and using entity.
- C.9.7.** The successful offeror shall supply all handouts and related materials for each participant. Workshop participants shall be allowed to keep all such materials.
  - C.9.7.1.** Workshop materials must be neatly typed and clearly printed and must identify the time, date, and location of the scheduled workshop.
  - C.9.7.2.** The successful offeror shall obtain copyright permission as necessary for workshop materials.
  - C.9.7.3.** The successful offeror assumes all liability, legal and otherwise, resulting from the content and presentation of workshop materials.
  - C.9.7.4.** The successful offeror may be requested by using entity to produce and provide brochures or pamphlets on the perils of alcohol and drug usage or abuse and on the using entity's alcohol and drug testing program at each using entity's location.
  - C.9.7.5.** The successful offeror must furnish a certificate of workshop completion to each participant who has completed each workshop, if requested by the using entity.
  - C.9.7.6.** The using entity shall have the right to cancel a scheduled workshop, without incurring liability, financial or otherwise, by providing the successful offeror with notice of its intent to cancel at least ten (10) working days prior to the date on which the workshop is scheduled to begin.
- C.9.8.** The successful offeror shall develop and design written, photo-ready, and reproducible-quality educational materials that meet the requirements of 49 CFR 382, Subpart F, or the Oklahoma State Department of Health and using entity' internal rules and procedures. The educational material is subject to the approval of the using entity.
  - C.9.8.1.** At the request of the using entity, the successful offeror shall distribute the awareness materials to using entity employees holding a safety sensitive transportation position.
- C.9.9.** The using entity may provide a site location of training workshops if mutually agreed upon by the using entities and the successful offeror.

## **C.10. EXPERT WITNESS TESTIMONY SERVICES**

If requested by the using entity, successful offeror shall provide expert testimony and witness services by qualified professionals (e.g., pathologists, biochemists, forensic toxicologist, etc.) with technical expertise concerning specimen test results, chain of custody procedures, and any other aspect of the services required as deemed necessary in a court proceeding.

## **C.11. LEGAL CONSULTATION SERVICES**

As part of the successful offeror's services, successful offeror shall provide professional legal consultation to the using entity including but not limited to consultation on testing quality control, program administration and records keeping issues, rules updates, and related legal issues.

## **C.12. ADDITIONAL RECORDS AND REPORTING REQUIREMENTS AS PART OF SERVICES**

- C.12.1.** In addition to the quality control requirements imposed by HHS/SAMHSA, the successful offeror shall submit blind performance test specimens to the laboratory in accordance with the Federal DOT. The successful offeror's laboratory and collection sites will be subject to inspection by the State of Oklahoma and/or using entities with no advance notice.
- C.12.2.** At the request of the using entity, the successful offeror shall provide copies of reports and/or chain of custody forms to the using entity within 30 days of request in order for the using entity to monitor the quality assurance of the program.
- C.12.3.** If requested by the Federal DOT for audit purposes, a using entity must submit detailed records of their alcohol and drug abuse prevention program to the Federal DOT. Therefore, if requested by the using entity, the successful offeror shall provide any necessary information and data to the using entity within 15 days of request that will aid the using entity in submitting the required records to the Federal DOT.

- C.12.4.** If requested by the using entity, the successful offeror shall provide copies of maintenance reports kept on the breath alcohol testing equipment used, including a description of what is checked for and how often maintenance is done within 15 days of request.
- C.12.5.** Successful offeror shall retain positive specimens for three year after collection/testing, or for the specific duration of time established by federal requirements, or pending any litigation. At the written request of the using entity's authorized official to retain any positive test specimens longer than 3 years, the successful offeror shall retain as stated in request. Successful offeror shall retain negative samples for at least three workdays following collection/testing in compliance with federal standards.
- C.12.6.** The successful offeror shall maintain the recordkeeping system the laboratory will utilize, including failsafe back-up procedures to prevent loss of documentation due to any circumstances.

**C.13. APPLICABLE ORDINANCES, REGULATIONS, PUBLICATIONS, FORMS**

- C.13.1.** Federal Motor Carrier Safety Administration (FMCSA) regulations in 49 CFR Part 40 and Part 382.
- C.13.2.** Department of Health and Human Services Federal Substance Abuse and Mental Health Services Administration (HHS/SAMHSA).
- C.13.3.** Title 40 O.S. 551-565, Standards for Workplace Drug and Alcohol Testing Act.
- C.13.4.** Title 310, Oklahoma State Department of Health, Chapter 638.
- C.13.5.** Requesting state entities' drug and alcohol internal policies and procedures.
- C.13.6.** Federal Custody and Control Forms (CCF) for both drug and alcohol testing.
- C.13.7.** Non- Federal Custody and Control Forms for both drug and alcohol testing. These internal forms must be provided by the successful offeror.