

**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH ENERGETIX  
CORPORATION**

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Energetix Corporation (“Supplier”) and is effective as of the date of last signature to this Contract.

**Purpose**

The State is awarding this Contract to Supplier for the provision of a means to process drug and alcohol collection and testing services for employees and applicants, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained exceptions or additional terms. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Solicitation, to include all Exhibits, Attachment A
  - 2.2. General Terms, Attachment B
  - 2.3. Statewide Specific Terms, Attachment C
  - 2.4. Intentionally Omitted, Technology Terms, Attachment D
  - 2.5. Portions of the Bid response, Attachment E
  - 2.6. Negotiated Exceptions to Contract, Attachment F
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA  
by and through the  
OFFICE OF MANAGEMENT AND  
ENTERPRISE SERVICES**

**ENERGETIX CORPORATION**

By: *Dan Sivard*  
Name: Dan Sivard  
Title: State Purchasing Director  
Date: 8/9/2022

By: *Susan Lobsinger*  
Susan Lobsinger (Aug 8, 2022 15:30 CDT)  
Name: Susan Lobsinger  
Title: President and CEO  
Date: Aug. 8, 2022

Reviewed & approved by

OMES Legal *Tim Tuck*  
Tim Tuck (Aug 8, 2022 15:37 CDT)  
Date: 8-08-22

**ATTACHMENT A**  
**SOLICITATION NO. 0900000539**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded as a statewide contract to provide, the various Oklahoma state agencies, and affiliates, a means to process drug and alcohol collection and testing services for employees and applicants, based on any or combination of the following and most recent citing of the 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, 40 O.S. §551-563, and rules promulgated by Oklahoma State Department of Health (OSDH), the using entities' drug and alcohol testing internal policy and procedure; and any amendments of the listed above.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are [4] one-year options to renew the Contract.

**2. Scope of Work**

Contract specific definitions are set forth below as Exhibit 1.

Contract specific requirements and terms are set forth below as Exhibit 2.

3<sup>rd</sup> party acknowledgment form is set forth as Exhibit 3.

Price and discounts are set forth as Exhibit 4.

Collection Site times and locations are set forth as Exhibit 5 & 6.

List of illicit substances available for testing are set forth as Exhibit 7.

## Exhibit 1. Contract Specific Definitions

- 1.1 **Alcohol** – Intoxicating agent in beverages or other, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- 1.2 **Collection site** – A place designated by the employer where individuals present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs and/or alcohol.
- 1.3 **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 to ensure reliability and accuracy. \* Gas chromatography / mass spectrometry (GC / MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
- 1.4 **Controlled Substance** – drug or chemical which has been declared by federal or state law to be illegal for sale or use but may be dispensed under a physician's prescription.
- 1.5 **Cutoff Level** - The concentration of a drug or drug metabolite in the urine at which a specimen is considered positive.
- 1.6 **DOT** – Federal Department of Transportation
- 1.7 **Evidential Breath Testing (EBT) devise** - is a device that measures the alcohol level of a person through his breath
- 1.8 **FMCSA** – Federal Motor Carrier Safety Administration
- 1.9 **Gas Chromatography (GC)** – A type of technique used to separate mixtures of substances, to be analyzed in vapor for chemical detection.
- 1.10 **HHS** – Federal Department of Health and Human Services
- 1.11 **HIPAA** – Health Insurance Portability and Accountability Act
- 1.12 **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.
- 1.13 **Initial test** – Also known as a screening test, An immunoassay screen to eliminate “negative” urine specimens from further consideration
- 1.14 **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.
- 1.15 **Mass Spectrometry (MS)** - is an analytical technique that is used to measure the mass-to-charge ratio of ions.
- 1.16 **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.
- 1.17** 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.
- 1.18 Non-DOT** - A Non-DOT drug test is a drug test given to a worker in an industry that's not regulated by the U.S. Dept of Transportation (DOT). There are two standard specifications when it comes to drug testing.
- 1.19 Panel Drug Test** – A specified number panel drug test defines a basic drug screening examination designed to identify any one of the commonly abused controlled substances such as marijuana, cocaine, opiates, amphetamines, and Phencyclidine (PCP).
- 1.20 PHI** - “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium:
- 1.20.1** 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
- 1.20.2** 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.
- 1.21 PII** – Personal Identifiable Information
- 1.22 SAMHSA** – Federal Substance Abuse and Mental Health Services Administration
- 1.23 Sample** – Tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.
- 1.24 Sample collection** – Procedures as dictated by state law.
- 1.25 Split sample** – One urine specimen from one individual that is separated into two specimen containers.

## **Exhibit 2. Contract Specific Terms**

- C. As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following mandatory specifications.**

**C.1. Describe the organizations' ability to test either one or both group types described below:**

**C.1.1** The first group consists of safety-sensitive transportation employees/applicants subject to DOT drug and alcohol testing as covered by the Federal FMCSA requirements in 49 CFR Part 40 and Part 382.

**C.1.2.** 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. 551-563, 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 internal policy and procedure.

**C.2. Describe the organizations' ability to meet the below required categories of testing which include, but are not limited to:**

- C.2.1. Pre-Employment
- C.2.2. Random Testing
- C.2.3. Reasonable Suspicion
- C.2.4. Return to Duty
- C.2.5. Follow Up

**C.3. Discuss the organizations' ability to 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.3.1.** The successful offeror shall conduct random testing with individual pools for each using entity. The successful offeror shall update the pool monthly or as changes are provided by using entities.

**C.4. Discuss the organizations' ability to meet the following qualifications:**

**C.4.1.** 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 proposal closing date.

**C.4.2.** 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.4.3.** 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. Describe the organizations policy regarding substance Cut-Off Levels:**

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

**C.6. Describe the organizations’ ability to certify 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.7. Discuss the organizations’ policies on meeting compliance requirements for PII, PHI and HIPAA standards.**

**C.8. Acknowledge that a 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.

**C.9. Acknowledge that it is a successful organizations’ responsibility to meet the following personnel qualifications:**

Personnel shall be trained and experienced in compliance with applicable and most current 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.10. Acknowledges organizations’ ability to meet the following requirements for Medical Review Officer (MRO) Personnel**

**C.10.1.** 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.10.2.** Both DOT and non-DOT MRO must 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 result, DOT MRO guidelines and non-DOT regulations.

**C.10.3.** 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.10.4.** 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.10.5..** 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.10.6.** The successful offeror shall verify individual MROs who verify drug test results for this solicitation have undergone a criminal background check at the Offeror's expense upon request.

**C.10.7.** The basic responsibilities of the Medical Review Officer would include but are not limited to:

**C.10.7.1.** Receive, collate, and reconcile all test reports (electronic and written standardized hard copy) and supporting documentation.

**C.10.7.2.** Act as an independent and impartial "gatekeeper" and advocate for the accuracy and integrity of the drug testing process.

**C.10.7.3.** Provide a quality assurance review of the drug testing process for the specimens under his purview.

**C.10.7.4.** Determine whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid drug tests results from the laboratory.

**C.10.7.5.** The successful offeror shall provide location, hours of operation, regular and emergency telephone numbers of the MRO (s) with their proposal response.

**C.11. Acknowledges the organizations' responsibility to meet the following applicable qualifications for Laboratory Personnel:**

The laboratory shall have a responsible person to assume professional, organizational, educational, and administrative responsibility.

**C.11.1** The person shall meet the following minimum qualifications in analytical forensic toxicology:

**C.11.2.** Certified in forensic or clinical laboratory toxicology; or

**C.11.3.** A Ph. D. in one of the natural sciences with an undergraduate and graduate education in biology, chemistry and pharmacology or toxicology; or

**C.11.4.** 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 personnel must also meet the following criteria:

**C.11.5.** Experience in forensic toxicology including the analysis of biological material for illicit drugs; and

**C.11.6.** 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.

**C.12. Acknowledge the organizations responsibility to meet the following applicable qualifications for operation and supervision of analyst personnel:**

**C.12.1.** A bachelor's degree in the chemical sciences or medical technology or equivalent.

**C.12.2.** 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.13. Acknowledge the organizations responsibility to meet the qualifications for the below non-DOT collection site personnel:**

**C.13.1.** A 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.

**C.13.2.** 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.

**C.14. Acknowledge the organizations responsibility to meet the qualifications for the below DOT collection site personnel:**

**C.14.1.** Qualified 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.

**C.14.2.** 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.15. Acknowledge the organizations responsibility to meet the qualifications for all 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.16 Acknowledge the organizations responsibility to meet the following general requirements:**

**C.16.1.** 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 or designee (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.16.2.** 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.16.3.** 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

Attachment A  
Exhibit 2 Contract Specific Terms

offeror of scheduled collection services at a time of issuing a request to the successful offeror.

**C.16.4.** 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 reasonable 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.16.5.** 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.16.6.** 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.16.7.** 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.16.8** 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.16.9** Site policies and procedures that will adequately safeguard any PHI it receives or creates.

**C.16.10** 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.

**C.17. Acknowledge the organizations responsibility to meet the following alcohol testing requirements:**

**C.17.1.** 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.17.2.** 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.17.3.** 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.17.4.** 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.17.5.** 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.18. Acknowledge the organizations responsibility to meet the following drug testing requirements:**

**C.18.1. DOT drug 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.18.2. Non-DOT drug 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 tests 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.19. Acknowledges the organizations' responsibility to meet the following laboratory requirements**

**C.19.1.** 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.19.2.** The testing laboratories shall comply with regulations by HHS under Clinical Laboratory Improvement Amendments (CLIA) in 1988 for quality standards.

**C.19.3.** 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.19.4.** Successful offeror shall maintain stringent security measures to control access and document which personnel are authorized access to those areas, specimens, or records.

**C.19.5.** 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.19.6.** 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.19.7.** 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.19.8.** 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.19.9.** The successful offeror shall permit the State to conduct inspections of the laboratory facilities at will, without prior notice.

**C.19.10.** 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.20 Acknowledge the organizations responsibility to meet the following specimen collection site requirements:**

**C.20.1.** The successful offeror must collect all specimens in accordance with stated Federal and State requirements.

**C.20.2.** 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 (nonregulated) tests.

**C.20.3.** 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.20.4.** 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.20.5.** 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.20.6.** 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.20.7.** If existing authorized collections sites provided to the State are not located at above noted proximity or a nearer collection site is identified by using entity, successful offeror should create a relationship with such identified collection 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 in attachment #3 and revision of the attachments# 4-5.

**C.20.8.** 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.20.9.** 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 in attachment #3 and revision of the attachments# 4-5

**C.20.10.** 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 in attachments #4-5.

**C.20.11.** 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 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.20.12** 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.20.13** 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 breath 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.

**C.20.14.** If agreeable to the using entity with a minimum of 10 employees to be tested, Offeror may perform the on-site specimen collection and breath 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.20.15.** 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.20.16.** 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.20.17.** Only 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.20.18.** 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.9.3.1 thru C.9.3.3.

**C.20.19** 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.20.20.** 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.9.4.1 and C.9.4.2.

**C.21. Acknowledge the organizations' ability to meet the following specifications in regard to deliverables:**

**C.21.1.** Testing Results: 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.21.2.** 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.21.3.** Electronic test results can be by means of facsimile, email, or web-based reporting.

**C.21.4.** The written hard-copy alcohol test results can be reported with the drug tests for non-web-based test results reporting.

**C.12.5.** Drug Testing Results 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.21.6.** 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.21.7.** 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.21.8.** 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.21.9.** 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.21.10.** 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.21.11.** 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.21.12** Electronic method of test result submission can be by means of facsimile, email, or secure web-based reporting. If a secure web-based result 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.

**C.21.13.** 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.22. Acknowledge that offerors are subject to all Applicable Ordinances, Regulations, Publications and Forms below:**

**C.22.1.** Federal Motor Carrier Safety Administration (FMCSA) regulations in 49 CFR Part 40 and Part 382.

**C.22.2.** Department of Health and Human Services Federal Substance Abuse and Mental Health Services Administration (HHS/SAMHSA).

**C.22.3.** Title 40 O.S. 551-563, Standards for Workplace Drug and Alcohol Testing Act.

**C.22.4.** Title 310, Oklahoma State Department of Health, Chapter 638.

**C.22.5.** Requesting state entities' drug and alcohol internal policies and procedures.

**C.22.6.** Federal Custody and Control Forms (CCF) for both drug and alcohol testing.

**C.22.7.** Non- Federal Custody and Control Forms for both drug and alcohol testing. These internal forms must be provided by the successful offeror.

**C.22.8** Any rules promulgated by Oklahoma State Department of Health (OSDH)

**C.23. Accepts that offerors can meet the additional records and reporting requirements listed below as part of the contract services.**

**C.23.1.** 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.23.2.** 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 for the using entity to monitor the quality assurance of the program.

**C.23.3.** 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.23.4.** 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.23.5.** Successful offeror shall retain positive specimens for three years 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.23.6.** 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.

**D. As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following non-mandatory specifications:**

**D.1. Discuss the ability of the offeror to provide training workshop services, regarding the following requirements:**

**D.1.1.** 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's 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.

**D.1.2.** The successful offeror shall agree and understand that such workshops may be held anywhere in the State of Oklahoma.

**D.1.2.1** The scheduling and site location of workshops shall be mutually agreed upon by the using entity and the successful offeror. Workshop means a period set aside by the using entity for its employees to receive training as required by Federal or State guidelines.

**D.1.2.2** The successful offeror may consolidate training requests received from multiple using entities if agreed upon by all using entities.

**D.1.3.** 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.

**D.1.4.** 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.

**D.1.5.** The successful offeror is advised that the number of workshop participants is unknown but may number around 15-30 participants per workshop.

**D.1.6.** 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.

**D.1.7.** The successful offeror shall supply all handouts and related materials for each participant. Workshop participants shall be allowed to keep all such materials.

**D.1.8.** Workshop materials must be neatly typed and clearly printed and must identify the time, date, and location of the scheduled workshop.

**D.1.9.** The successful offeror shall obtain copyright permission as necessary for workshop materials.

**D.1.10.** The successful offeror assumes all liability, legal and otherwise, resulting from the content and presentation of workshop materials.

**D.1.11**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.

**D.1.12.** The successful offeror must furnish a certificate of workshop completion to each participant who has completed each workshop, if requested by the using entity.

**D.1.13.** 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.

**D.1.14.** 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.

**D.1.15.** 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.

**D.1.16** The using entity may provide a site location of training workshops if mutually agreed upon by the using entities and the successful offeror.

**D.2. Discuss the ability of the offeror to provide 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.

**D.3. Discuss the ability of the offeror to provide 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.

## **ATTACHMENT B**

### **STATE OF OKLAHOMA GENERAL TERMS**

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

#### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness and Order of Priority**

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### 3 Modification of Contract Terms and Contract Documents

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

### 4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5 Pricing**

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

**7 Invoices and Payment**

**7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

**8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

**8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
  - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
  - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
  - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
  - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);
  - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier’s employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier’s employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

**10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

**10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

**11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

**11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **12 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

### **13 Assignment and Permitted Subcontractors**

**13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

**13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

**13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

**13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

#### **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

#### **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **16 Indemnification**

### **16.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
  
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

### **16.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

### **16.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

### **16.4 Coordination of Defense**

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

### **16.5 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **17 Termination for Funding Insufficiency**

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

**17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

**17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

**18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

**18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

**18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

**18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

## **19 Termination for Convenience**

**19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

**19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

**20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

**20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

**20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

**22 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

**23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **24 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

### **If sent to the State:**

State Purchasing Director  
2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, Oklahoma 73105

### **With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, Oklahoma 73105

## **26 Miscellaneous**

### **26.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

**26.2 No Guarantee of Products or Services Required**

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

**26.3 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

**26.4 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

**26.5 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

**26.6 Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

**26.7 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

**26.8 Mutual Responsibilities**

- A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

**26.9 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

**26.10 Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**26.11 Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

**26.12 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

**26.13 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

**26.14 Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

**26.15 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

**26.16 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## ATTACHMENT C

### OKLAHOMA STATEWIDE CONTRACT TERMS

#### 1. Statewide Contract Type

- 1.1 The Contract is a mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

#### 2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

**3. Termination for Funding Insufficiency**

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

**4. Termination for Cause**

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

**5. Termination for Convenience**

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

**6. Contract Management Fee and Usage Report**

**6.1** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

**6.2** While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

**6.3** All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
  - a.** January 01 through March 31;
  - b.** April 01 through June 30;
  - c.** July 01 through September 30; and
  - d.** October 01 through December 31.
- v.** Reports must include the following information:

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- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

- 6.4** Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma  
Office of Management and Enterprise Services, Central Purchasing  
2401 North Lincoln Boulevard, Suite 118  
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D  
SOLICITATION NO. [09000000539]

INTENTIONALLY OMITTED

## 8. Response to Specifications and Requirements

The key personnel identified for the State of Oklahoma have over 15 years of combined [experience](#) managing DOT and nonDOT drug and alcohol testing programs. As such, we are well prepared to handle both sets of employees as required by the State.

### Scope of Services

- *Single Point of Contact*
- *Testing Types* - Pre-employment drug screens, random, reasonable suspicion, return to duty, follow up drug and alcohol screens.
- *Random Testing*
  - Energetix, with input from the using entity's Designated Employer Representative (DER), will provide periodic random selections for both DOT and nonDOT employees using separate selection pools for each entity.
  - Periodic list updates, per individual entity DER requirement
  - Computer generated selections using scientifically valid random generation methods.
- *Specimen Collection*
  - Provide collection sites, state-wide, with the goal of requiring no more than 50 miles travel (one way) for any donor.
  - Mobile collections available
  - All collections will be performed according to governing State and/or Federal regulations and policies.
  - Collection services available state-wide, Monday through Friday during normal business hours.
  - Energetix will provide 24/7/365 collection services, both onsite and offsite for reasonable suspicion and post accident testing.
  - All required forms, testing kits, and other equipment will be provided.
  - Collections under direct observation available
- *DOT urine drug and alcohol testing screens*
  - All urine testing will use the 5 panel drug screen mandated in 49 CFR part 40 and 382.
  - EBT alcohol testing per 49 CFR part 40 and 381
  - Pre-employment, Random, Reasonable Suspicion, Post Accident, Return to Duty, Follow Up testing included.
- *NonDOT drug and alcohol testing screens*
  - Urine 5, 10, and 12 panel drug testing options
  - Hair 5 panel drug test

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- Saliva 6 panel and 6 panel + extended opiate drug test
- EBT alcohol testing
- Pre-employment, Random, Reasonable Suspicion, Post Accident, Return to Duty, Follow Up testing included.
- *Full laboratory services*
  - Quest Labs, SAMHSA and Federal Department of Human Services certified
- *Complete Medical Review services*
- *Full HIPAA compliance*
- *Energetix will provide all required recordkeeping, reporting, verification, and certification including SAMHSA/NIDA and DOT inspection reports.*
- *We provide monthly billing as a normal course of business.*
- *Policy Development - We will work hand-in-hand with all state agencies/affiliates to ensure all policies and procedures are compliant, efficient, and effective.*

Energetix personnel shall comply with all confidential requirements stated in Solicitation #0900000539. 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.

Submission of this proposal shall serve as acknowledgment that Energetix Corporation is subject to the following ordinances, regulations, publications, and forms:

- Federal Motor Carrier Safety Administration (FMCSA) regulations in 49 CFR Part 40 and Part 382.
- Department of Health and Human Services Federal Substance Abuse and Mental Health Services Administration (HHS/SAMHSA).
- Title 40 O.S. 551-563, Standards for Workplace Drug and Alcohol Testing Act.
- Title 310, Oklahoma State Department of Health, Chapter 638.
- Requesting state entities' drug and alcohol internal policies and procedures.
- Federal Custody and Control Forms (CCF) for both drug and alcohol testing.
- Non- Federal Custody and Control Forms for both drug and alcohol testing. These internal forms must be provided by the bidder.
- Any rules promulgated by Oklahoma State Department of Health (OSDH)

### DOT Employees / Applicants

This group consists of safety-sensitive transportation employees/applicants subject to DOT drug and alcohol testing as covered by Federal FMCSA requirements in 49 CFR Part 40 and Part 382.

All collection site and laboratory personnel are trained and certified to handle specimens that fall under FMCSA regulations. This is simply a part of daily operation and additional training will be required.

### NonDOT Employees / Applicants

This group consists of employees/applicants covered by the Federal Workplace Drug/Alcohol Testing Guidelines by Department of Health and Human Services, or Title 40 O.S 551-562, Standards for the Oklahoma Workplace Drug and Alcohol Testing Act (rules promulgated under Title 310, Oklahoma State Department of Health, Chapter 638) and using the entity's internal drug and alcohol policy and procedures.

Energetix is familiar with the above cited statutes and regulations and will monitor the compliance of collection site and laboratory personnel to these standards. Energetix manages various nonDOT state and municipal programs around the country as demonstrated in our [work history](#).

## Testing Categories

### Pre-Employment Drug Testing

Pre-employment drug testing will be offered at any of the offsite collection facilities listed in proposed collection sites or via our onsite testing agent. Energetix provides a simple online portal to schedule these tests with access available to multiple users for each entity. Entities can also simply contact Energetix to set up such testing.

### Random Testing Program

Because each entity may have two types of employees eligible for random testing, DOT regulated employees and non-DOT regulated employees, each entity may have two or more separate random pools.

### *DOT Regulated Random Drug & Alcohol Testing*

Energetix recommends a standard quarterly testing schedule for the State's transportation employees.

No later than one week prior to the start of each quarter, the using entity will be asked to submit a list of current employees for the following quarter's selections. List updates can also be processed "as received" or implemented by the using entity's DER through our online portal.

Energetix will import this list into a unique random pool data file, then program our proprietary software to conduct a random selection based on target percentages for the selected period.

For example, for quarterly testing, we will target our selections to represent about 25% (one quarter) of the annual quota required by the using entity's DOT pool (based on the current requirements of 50% for drug and 25% for alcohol).

Selections are limited to "drug only" or "drug and alcohol" to minimize lost labor time. Ultimately a master random list for the period is generated.

The selection process is performed using industry standard, scientifically valid, random selection generation through our MRO operations. Selections are matched using a unique identifier; currently for the FMCSA the identifier is the employee's CDL number. The storage of randomized records is securely kept offsite, within the United States.

No later than the end of the first week of the new quarter, Energetix will then securely transmit, via email, the random list to each entity's DER or his/her designated alternate. The tests may be performed at any listed offsite clinic or during an onsite collection event, at the entity's discretion. Energetix will work with each entity's DER to schedule any onsite events that may be required.

Energetix monitors the testing process throughout the period, receiving "test not complete" lists from the onsite technicians. Lists of employees (if any) who were not tested at all during the period are forwarded to the DER so that their reasons for not testing can be verified.

Adjustments to the quarterly Random drug and alcohol percentages are made each period to ensure the annual quotas are met.

#### *Non-DOT Random Drug & Alcohol Testing*

For non-DOT regulated employees, Energetix proposes a quarterly period as well, with testing quotas reflecting set per each individual entity's specification.

The process here is very similar to the DOT regulated process [described above](#).

No later than one week prior to the start of each quarter, each entity will be asked to submit a list of current employees eligible for the next quarter's random selections. Energetix will then

make the selections using our unbiased computer software and communicate those selections to the DER of each entity's DER no later than the end of the first week of the quarter.

List updates can also be processed "as received" or implemented by the using entity's DER through our online portal.

Tests will then be scheduled at an offsite clinic or onsite, at the entity's discretion.

Again, we closely monitor the random testing performance on a monthly basis to ensure our clients meet their testing quotas.

### Post Accident, Reasonable Suspicion, and Emergency Testing

Energetix's emergency service is available to any using entity 24/7/365 a year. Our on-call agents will help you manage your emergency testing needs for post-accident and reasonable suspicion incidents at any time of the day or night.

*Post Accident* - We help manage the process by offering a single toll-free phone number. Once our duty officer is alerted, we will follow the process to its conclusion, 24/7/365. This service is available for any employees covered under Solicitation No. 0900000539.

*Reasonable Suspicion* – The reasonable suspicion test has serious legal implications. We provide decision making assistance 24/7/365 to help our clients reach the correct conclusion regarding testing based on the signs and symptoms. We also arrange for the testing to be completed just like post-accident tests.

Testing for Post Accident or Reasonable Suspicion may be conducted onsite or at an offsite collection site. Each case is unique and the specifics of the event will dictate the most efficient manner to conduct the required testing. Energetix personnel are available 24/7 to help make these determinations.

### Collections

We have an existing clinic and on-site collection network in the State of Oklahoma that will provide the testing services. Our network includes on-site collectors, lab-affiliated clinics, and independent clinics. See the Exhibits 5 & 6 of this proposal for the list of collection sites proposed for this project.

The key Energetix personnel assigned to this project, namely Susan Lobsinger and Keegan Miller, are both certified collectors with over 15 years of combined experience. Keegan regularly conducts drug and alcohol testing in our clinic and also performs onsite testing throughout

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Oklahoma. We are familiar with the real life experiences and challenges that clinics and onsite vendors face in the field.

It is commonly known that the weak link in the drug testing process is the urine specimen collection capabilities of the clinics. Mistakes made by collectors can result in legal action that could overturn a positive or result in a financial settlement.

With this in mind, we insist that our clinics contact us immediately if there is ever a collection problem such as an off-temperature sample, shy bladder, or adulteration. We provide telephone guidance on how to handle the situation correctly. This greatly reduces the probability of a canceled test or other inappropriate action by the clinic.

Because of our experience with DOT inspections, we have an ongoing clinic quality control program to ensure regulatory compliance. This program combines paper reviews with on-site inspections as requested. We can also conduct an annual Technician training and certification verification per 49 CFR 40 for each clinic. This is available upon request.

Additionally, our Medical Review Officer for this project is extremely diligent and will contact any collection agents when a correctable flaw or fatal flaw is detected on a chain of custody. Correctable flaws are then corrected and returned to the MRO with no additional re-training required. Fatal flaws, by definition, are not correctable and require retraining to be completed by the collection agent.

All collection sites maintain processes and procedures to safeguard any PHI it receives or creates. Energetix is dedicated to protecting PHI and PII and will take action to remediate failures by collection site personnel to safeguard such information. If these efforts are not effective, Energetix is prepared to terminate relationships with such collection sites.

Transportation of samples to the laboratory for testing will be the sole responsibility of Energetix Corp. It is standard business practice for the collection site or agent to package the samples and use a courier service, typically FedEx, to overnight deliver them to the laboratory.

Energetix monitors upcoming changes to Federal and State guidelines concerning analyte cutoff levels as a course of business. Any changes that impact the State's cutoff levels will be adjusted as required to ensure the program is compliant.

### Collection Site Processes and Procedures

Collections sites proposed by Energetix will use federally mandated collection (chain of custody) forms for DOT (regulated) tests and applicable State or internal collection forms for non-DOT (non regulated) tests.

Energetix will provide a single point of contact, via telephone and email, for regular work hours (8am to 5pm, CST) and telephone for after hours service (5pm to 8am, CST). Our after-hours collection agents are trained to find the nearest viable collection site or schedule an onsite/mobile collection.

At a request of the using entity, Energetix shall provide specimen collection services under the direct observation of a same-gender collection site person.

#### Off Site Collections Availability

Energetix 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.

Collection sites utilized by Energetix will be approved by the State prior to being designated as a permanent collection site. See Exhibits 5 & 6 of this proposal for the list of collection sites recommended for use by the State's personnel for drug and alcohol testing purposes.

These collection sites are spread throughout the State but additional sites may be available. Energetix will work with the State to add existing collection sites to our network, if feasible. The Contracting Officer shall be notified of any proposed changes to the established collection site network after contract award.

All attempts have been made to ensure no employee must travel more than 50 miles, one way, to reach the nearest collection site. If an approved collection site becomes unusable during the execution of this contract, Energetix will make all efforts to establish a new collection site as a replacement.

The proposed collection sites are available during the hours listed for pre-employment, random, post accident, reasonable suspicion, return to duty, and follow up testing. All approved testing sites will be available for online scheduling in the City's online portal access.

All our proposed collection sites are available for walk in appointments and most allow scheduled appointments as well. All sites are capable of performing observed collections as needed.

#### Onsite / Emergency Collections

Energetix shall also provide 24 hour drug collection and/or alcohol testing seven (7) days a week, including weekends and holidays for reasonable suspicion testing and reasonable post-accident testing.

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Alcohol testing shall be performed within two hours of accident or request for testing, or up to eight hours with a written document by the using entity stating the reason(s) that shall be kept on file.

Drug testing shall be performed within thirty-two hours of accident or request for testing, given a reasonable amount of lead time for our onsite collectors to prepare and travel.

Energetix Corporation does not employ mobile collection units. Any onsite collections, including after-hours and emergency collections, will be performed by collection agents at a location with proper facilities, as outlined below.

Energetix shall provide on-site specimen collection and breath alcohol testing in a secure area at the using entity's location. Coordination (i.e., when, and where) shall be mutually agreed upon by Energetix personnel and the using entity. Energetix is responsible for proper setup of collection facilities using the entity's location, or agreed upon location, to ensure that the site meets all collection requirements per Federal or State guidelines.

Our onsite collection agents shall set up the site for urine collections in the following order of preference:

1. 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.
2. 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.

Only 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.

3. A medical facility, a mobile facility (e.g., a van), a dedicated collection facility, or any other location meeting State and Federal regulations.

Our onsite collection agents shall set up the site for alcohol testing in the following order of preference:

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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.
2. A medical facility, a mobile facility (e.g., a van), a dedicated collection facility, or any other location meeting State and Federal regulations.

### Collection Equipment and Materials

Included in our proposal is the provision of 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.

Additionally, all testing equipment, materials, and supplies shall 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.

### Urine Collections

All DOT samples will be collected and checked for validity according to 49 CFR Part 40 and 382 regulations using A and B split samples. The B sample available for retest up to 360 days after collection.

NonDOT samples may be collected using A and B split samples at the request of the using entity.

If an employee of the using entity refuses to cooperate with the collection process, the collection site personnel shall document and immediately inform the point of contact at the using entity.

### *DOT Urine Testing*

Energetix will provide 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 collected urine specimens shall be tested for detection of the five (5) drugs or classes of drugs. Detection cut-off levels shall meet current requirements as set by the Federal Department of Transportation. All specimens above cutoff levels identified as positive on the

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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.

**Quest 65304N - DOT 5 Panel Urine**

DRUG CLASS	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	CONFIRMATORY METHOD
AMPHETAMINES	500 ng/mL		
Amphetamine		250 ng/mL	MS
Methamphetamine		250 ng/mL	MS
COCAINE METABOLITES	150 ng/mL	100 ng/mL	MS
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL	MS
MDA-ANALOGUES	500 ng/mL		
MDA		250 ng/mL	MS
MDMA		250 ng/mL	MS
OPIATES	2000 ng/mL		
Morphine		2000 ng/mL	MS
Codeine		2000 ng/mL	MS
OPIATES (SEMI-SYNTHETIC)	300 ng/mL		
Hydromorphone		100 ng/mL	MS
Hydrocodone		100 ng/mL	MS
6-ACETYLMORPHINE	10 ng/mL	10 ng/mL	MS
OXYCODONES	100 ng/mL		
Oxymorphone		100 ng/mL	MS
Oxycodone		100 ng/mL	MS
PHENCYCLIDINE	25 ng/mL	25 ng/mL	MS

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### *nonDOT Urine Testing*

NonDOT testing will be done using the following 5, 10, or 12 panel urine testing, at the discretion of the using entity's DER:

#### **Quest 65190N - nonDOT 5 Panel Urine**

DRUG CLASS	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	CONFIRMATORY METHOD
AMPHETAMINES	500 ng/mL		
Amphetamine		250 ng/mL	MS
Methamphetamine		250 ng/mL	MS
COCAINE METABOLITES	150 ng/mL	100 ng/mL	MS
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL	MS
MDA-ANALOGUES	500 ng/mL		
MDA		250 ng/mL	MS
MDMA		250 ng/mL	MS
OPIATES	2000 ng/mL		
Morphine		2000 ng/mL	MS
Codeine		2000 ng/mL	MS
OPIATES (SEMI-SYNTHETIC)	300 ng/mL		
Hydromorphone		100 ng/mL	MS
Hydrocodone		100 ng/mL	MS
6-ACETYLMORPHINE	10 ng/mL	10 ng/mL	MS
OXYCODONES	100 ng/mL		
Oxymorphone		100 ng/mL	MS
Oxycodone		100 ng/mL	MS
PHENCYCLIDINE	25 ng/mL	25 ng/mL	MS

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**Quest 65190N - nonDOT 10 Panel Urine**

DRUG CLASS	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	CONFIRMATORY METHOD
AMPHETAMINES	500 ng/mL		
Amphetamine		250 ng/mL	MS
Methamphetamine		250 ng/mL	MS
BARBITURATES	300 ng/mL		
Amobarbital		200 ng/mL	MS
Butalbital		200 ng/mL	MS
Pentobarbital		200 ng/mL	MS
Phenobarbital		200 ng/mL	MS
Secobarbital		200 ng/mL	MS
BENZODIAZEPINES	300 ng/mL		
Alprazolam Metabolite		200 ng/mL	MS
Oxazepam		200 ng/mL	MS
COCAINE METABOLITES	150 ng/mL	100 ng/mL	MS
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL	MS
METHADONE	300 ng/mL	200 ng/mL	MS
METHAQUALONE	300 ng/mL	200 ng/mL	MS
MDA-ANALOGUES	500 ng/mL		
MDA		250 ng/mL	MS
MDMA		250 ng/mL	MS
OPIATES	2000 ng/mL		
Morphine		2000 ng/mL	MS
Codeine		2000 ng/mL	MS
6-ACETYLMORPHINE	10 ng/mL	10 ng/mL	MS
OPIATES (SEMI-SYNTHETIC)	300 ng/mL		
Hydromorphone		100 ng/mL	MS
Hydrocodone		100 ng/mL	MS
OXYCODONES	100 ng/mL		
Oxymorphone		100 ng/mL	MS
Oxycodone		100 ng/mL	MS
PHENCYCLIDINE	25 ng/mL	25 ng/mL	MS
PROPOXYPHENE	300 ng/mL	200 ng/mL	MS

## Attachment E

**Quest - nonDOT 12 Panel Urine**

DRUG CLASS	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	CONFIRMATORY METHOD
AMPHETAMINES	500 ng/mL		
Amphetamine		250 ng/mL	MS
Methamphetamine		250 ng/mL	MS
BARBITURATES	300 ng/mL		
Amobarbital		200 ng/mL	MS
Butalbital		200 ng/mL	MS
Pentobarbital		200 ng/mL	MS
Phenobarbital		200 ng/mL	MS
Secobarbital		200 ng/mL	MS
BENZODIAZEPINES	300 ng/mL		
Alprazolam Metabolite		200 ng/mL	MS
Oxazepam		200 ng/mL	MS
Flurazepam Metabolite		200 ng/mL	MS
Lorazepam		200 ng/mL	MS
Nordiazepam		200 ng/mL	MS
Temazepam		200 ng/mL	MS
Triazolam Metabolite		200 ng/mL	MS
COCAINE METABOLITES	150 ng/mL	100 ng/mL	MS
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL	MS
METHADONE	300 ng/mL	200 ng/mL	MS
METHAQUALONE	300 ng/mL	200 ng/mL	MS
MDA-ANALOGUES	500 ng/mL		
MDA		250 ng/mL	MS
MDMA		250 ng/mL	MS
OPIATES	2000 ng/mL		
Morphine		2000 ng/mL	MS
Codeine		2000 ng/mL	MS
OPIATES (SEMI-SYNTHETIC)	300 ng/mL		
Hydromorphone		100 ng/mL	MS
Hydrocodone		100 ng/mL	MS
6-ACETYLMORPHINE	10 ng/mL	10 ng/mL	MS
OXYCODONES	100 ng/mL		
Oxycodone		100 ng/mL	MS
Oxycodone		100 ng/mL	MS
PHENCYCLIDINE	25 ng/mL	25 ng/mL	MS
PROPOXYPHENE	300 ng/mL	200 ng/mL	MS
ALCOHOL, ETHYL (U) TestSure™		0.02 g/dL	GC
OTHER NARCOTICS:			
Fentanyl	0.5 ng/mL		
Fentanyl		0.5 ng/mL	MS
Norfentanyl		0.5 ng/mL	MS
Meperidine &/or Metabolite	100 ng/mL	100 ng/mL	MS
STIMULANTS:			
Phentermine	500 ng/mL	500 ng/mL	MS

All specimens shall be screened using immunoassay technology, or other current procedures as approved by 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.

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 an equivalent accepted method of equal or greater accuracy at the cutoff values approved and accepted by State guidelines.

#### Alcohol Collections

DOT alcohol testing will be conducted by a qualified Breath Alcohol Technician (BAT) in compliance with 49 CFR part 40 and 382. Typically, the same equipment is used for nonDOT breath alcohol testing as well. All equipment shall be calibrated and operated according to manufacturer, DOT regulations, and NHTSA.

All testing devices shall 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.

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.

If an employee of the using entity refuses to cooperate with the collection process, the collection site personnel shall document and immediately inform the point of contact at the using entity.

Each using entity will be provided with the current Federal Alcohol Testing Custody and Control Form (CCF 3-part form) 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.

#### Saliva Collections

All collections shall be performed by a technician certified in oral fluid collection processes and procedures according to the manufacturer's guidelines.

If an employee of the using entity refuses to cooperate with the collection process, the collection site personnel shall document and immediately inform the point of contact at the using entity.

NonDOT saliva testing will be done using the following devices:

Attachment E

**Quest 25901N - nonDOT 6 Panel Oral Fluid**

DRUG CLASS	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	CONFIRMATORY METHOD
METHAMPHETAMINES	120 ng/mL		
METHAMPHETAMINE		120 ng/mL	MS
MDA		120 ng/mL	MS
MDMA		120 ng/mL	MS
AMPHETAMINE	150 ng/mL	120 ng/mL	MS
COCAINE METABOLITES	15 ng/mL		
BENZOYLECGONINE		6 ng/mL	MS
MARIJUANA (parent)	3 ng/mL	1.5 ng/mL	MS
OPIATES	30 ng/mL		
MORPHINE		30 ng/mL	MS
CODEINE		30 ng/mL	MS
HYDROMORPHONE		30 ng/mL	MS
HYDROCODONE		30 ng/mL	MS
6-MONOACETYLMORPHINE		3 ng/mL	MS
PHENCYCLIDINE	3 ng/mL	1.5 ng/mL	MS

Attachment E

**Quest 27452N- nonDOT 6 Panel + Oxycodone Oral Fluid**

DRUG CLASS	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	CONFIRMATORY METHOD
METHAMPHETAMINES	120 ng/mL		
Methamphetamine		120 ng/mL	MS
MDA		120 ng/mL	MS
MDMA		120 ng/mL	MS
AMPHETAMINES	150 ng/mL		
Amphetamine		120 ng/mL	MS
COCAINE METABOLITES	15 ng/mL		
Benzoylecgonine		6 ng/mL	MS
MARIJUANA	3 ng/mL	1.5 ng/mL	MS
OPIATES	30 ng/mL		
Codeine		30 ng/mL	MS
Morphine		30 ng/mL	MS
Hydromorphone		30 ng/mL	MS
Hydrocodone		30 ng/mL	MS
6-Acetylmorphine (6AM)		3 ng/mL	MS
OXYCODONES	30 ng/mL		
Oxymorphone		30 ng/mL	MS
Oxycodone		30 ng/mL	MS
PHENCYCLIDINE	3 ng/mL	1.5 ng/mL	MS

All specimens shall be screened using immunoassay technology, or other current procedures as approved by 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.

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 saliva or an equivalent accepted method of equal or greater accuracy at the cutoff values approved and accepted by State guidelines.

Hair Collections

All hair tests shall be collected by a trained collection agent certified in hair collection processes and procedures according to the manufacturer’s guidelines.

Energetix shall provide the following 5 panel hair drug test as follows:

**Quest 37001N - nonDOT 5 Panel Hair**

DRUG CLASS	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	CONFIRMATORY METHOD
AMPHETAMINE	500 pg/mg	500 pg/mg	MS
METHAMPHETAMINE	500 pg/mg	500 pg/mg	MS
MDA	500 pg/mg	500 pg/mg	MS
MDMA	500 pg/mg	500 pg/mg	MS
BENZOYLECGONINE	500 pg/mg	500 pg/mg	MS
COCAINE / METABOLITES	500 pg/mg		
Cocaine		500 pg/mg	MS
Cocaethylene		500 pg/mg	MS
Norcocaine		500 pg/mg	MS
MARIJUANA METABOLITE (THC-COOH)	1.0 pg/mg	0.1 pg/mg	MS
OPIATES (MOR and/or HYM)	200 pg/mg		
Morphine		200 pg/mg	MS
Hydromorphone		200 pg/mg	MS
OPIATES (COD and/or HYC)	200 pg/mg		
Codeine		200 pg/mg	MS
Hydrocodone		200 pg/mg	MS
6-ACETYLMORPHINE (6-AM)	200 pg/mg	200 pg/mg	MS
OXYCODONE	200 pg/mg	200 pg/mg	MS
OXYMORPHONE	200 pg/mg	200 pg/mg	MS
PHENCYCLIDINE	300 pg/mg	300 pg/mg	MS

Hair specimens are screened by Laser Diode Thermal Desorption - tandem mass spectrometry (LDTD-MS/MS) and Immunoassay (IA) at the above initial screen cutoffs. Positives are confirmed by mass spectrometry (MS) at the confirmatory cutoffs above.

Scheduling

Energetix proposes that the State and its agencies use our online portal for a majority of test scheduling. Through the portal, State personnel will be given the ability to schedule any test at any off site collection facility at any time. This includes randoms, post accident & reasonable suspicion testing (if feasible), return to duty, and follow up testing.

Our online portal also offers the State's personnel the ability to directly access all testing history, with each entity having access only to its associated records. Top level State personnel could be given access to records for any or all agencies utilizing our services.

The system allows for creation of an electronic testing order for a specific donor called a "donor pass." The client then selects the appropriate drug testing panel, a preferred collection site, and sets an expiration date for the testing order. The donor pass can then be emailed directly to the donor, if appropriate, or delivered to the donor by whatever method the using entity prefers.

## Attachment E

When the test is completed, these electronic testing orders result in an electronic chain of custody form (or “eCCF”), as opposed to the commonly used 5 part carbonless paper chain of custody. The eCCF has many benefits over the standard paper forms:

- Fewer data-entry and legibility issues
- Reduced collection site flaws
- Faster drug test collections
- Streamlined delivery of eCCF copies to employers and Medical Review Officers
- Accurate data from the eCCF seamlessly replaces outdated account and MRO demographics
- Less paperwork to manage
- Improved overall efficiency
- More eco-friendly, as less paper is needed

Upon award of the contract to Energetix, we will schedule a training session with appropriate entity personnel to train on the use of this system. This training is included at no cost to the State; we feel access to this system streamlines the process for all involved parties. Energetix reserves the right to consolidate training sessions among using entities.

Energetix will coordinate with each agency’s testing administrator to facilitate the most efficient methods to schedule testing. It is our hope that eCCFs will serve as a suitable substitute for paper or email order forms, however, Energetix personnel are always available to assist with scheduling tests.

Note that while Energetix is proposing the [use of eCCFs](#) for the State of Oklahoma, in conjunction with our online test scheduling system, there may be situations where this is not feasible. Emergency on-site testing, for example, is typically not suited for eCCF use. For these cases, Energetix will provide the agencies with the appropriate alcohol testing forms and drug testing chains of custody.

### Results Certification and Day to Day Monitoring

The project manager for this effort, Keegan Miller, is responsible for overseeing the day to day operation of the project and as such monitors the incoming lab results for unusual circumstances or quality control issues.

Additionally, all test results are reviewed by the Medical Review Officer or MRO assistants. This review ensures results are valid before being released to the using entity.

### Personnel Qualifications

Collection site personnel shall be trained and experienced in compliance with applicable and most current drug and alcohol federal and state regulations and policies. Collector/personnel training emphasizes responsibility 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.

All specimen collection agents shall have successfully completed documented training that clearly emphasizes 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. DOT certified collectors shall be provided to collect DOT specimen collections.

Breath alcohol technicians (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 7 fundamentals of breath analysis for alcohol content and procedures required by HHS or OSDH. A DOT certified BAT shall be provided to collect DOT specimens.

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.

### Medical Review Officer (MRO) Services

Energetix will provide full MRO capabilities for the State of Oklahoma and its agencies. We have extensive capabilities and experience that includes passing DOT audits and handling outlier test cases.

Our professional staff is also specially qualified to deal with the issues of computer databases, logistics and client services as they relate to drug and alcohol testing and the MRO functions.

The MRO shall be required to perform the following functions:

- Receive the results of drug tests from the laboratory.

We currently have communication links in place with most of the national laboratories, including Quest. All results are downloaded directly into our computer system.

The direct computer to computer link allows for very rapid error free reporting of both negative and positives into and out of our system.

- Conduct administrative review of the control and custody form to ensure its accuracy.

The primary function of the MRO is to ensure that all results generated in the drug testing program are technically and medically correct.

Our MRO will review and interpret an individual's confirmed positive test by (1) reviewing the individual's medical history, including any medical records and biomedical information provided; (2) affording the individual an opportunity to discuss the test result; and (3) deciding whether there is a legitimate medical explanation for the result, including legally prescribed medication

We have highly qualified, board certified, licensed physicians actively handling positive reviews on a daily basis. All MROs to be utilized are trained per 49 CFR Part 40.121 paragraph C and maintain their required continuing education; none have any financial interest in any laboratory utilized for this project.. Our MRO services have been successfully applied extensively, as evidenced in the [relevant work history](#) section of this proposal.

## Laboratory

Energetix has a long-standing partnership with Quest Laboratory which is recognized as a leading HHS/SAMHSA/NIDA certified laboratory in the nation and is also the largest Federally and SAMHSA certified labs in the US. They are fully eChain capable which helps expedite the drug test processing by eliminating the need for a physical drug test chain of custody form.

All personnel who handle specimens are rigorously trained in chain of custody procedures to maintain accountability of all specimens throughout the receipt, testing and storage cycle.

Testing turn-around times at Quest are less than 1 day for negative tests and no longer than 5 days for non-negative tests. Non-negative tests take longer due to the forensic process used for each drug detected.

Semi-annual and annual reports from the lab are reported to both Energetix and our MRO operations as required by SAMHSA and NIDA regulations. These reports are available to the City by request.

Quest also provides results reporting and periodic summaries to the MRO in accordance with SAMHSA/NIDA regulations.

### *Laboratory Analysis Procedures and Quality Control*

Quest Labs, a SAMHSA certified lab, who's primary concern in sample processing is always the quality of data produced. Quest Labs has an outstanding reputation in this area. As part of this effort, the laboratory participates in the following quality control programs:

## Attachment E

- SAMHSA (formerly NIDA)
- The College of American Pathologists (CAP)
- Forensic Urine Drug Testing Lab Program
- New York State Department of Health
- Pennsylvania Department of Health

Quest stores all split samples for the minimum of 1 year for all positive drug tests. These samples are securely stored in a frozen environment and only brought out in the event a donor requests the split of their test to be tested.

Testing turn-around times at Quest are less than 1 day for negative tests and no longer than 5 days for non-negative tests. Non-negative tests take longer due to the forensic process used for each drug detected.

Staff - The Quality Control Department includes a Supervisor, Standard Technicians, QC Data Reviewers, Data Clerk and Laboratory Assistant. These staff members provide an interactive role with the technical sections of the laboratory staff and management staff.

Functions - The Quality Control Department is responsible for an extensive internal QC program which provides a continuous measure of the quality of data. This program monitors both individual and batch-specific information using a combination of known and blind quality control samples. The QC staff monitors the preparation and performance of standards, control materials and reagents.

There is also a corrective action program for potential instrument maintenance and technical performance problems. All equipment which is used in the laboratory is calibrated and maintained on a routine basis. Procedure manuals are available for each piece of equipment for inspection by the Client.

Non-negative tests require further forensic testing through a GC/MS or LC/MS process, which takes an extra day and is typically reported an additional day after the lab receives the sample. There is sometimes an additional day needed for multiple drugs being detected or a more detailed confirmation required due to the nature of the substance found.

Reports are provided through a secure cloud network to the MRO office. Results are sent using the donor numbers and CCF numbers which allows for further security from the lab to the MRO office.

All finalized test results are stored in a database which is verified secure and where multiple servers are used in various locations. All results are stored for at least 5 years, the Federally mandated minimum.

## Attachment E

Semi-annual and annual reports from the lab are reported to both Energetix and our MRO operations as required by SAMHSA and NIDA regulations. These reports are available to the State of Oklahoma by request.

Quest also provides results reporting and periodic summaries to the MRO in accordance with SAMHSA/NIDA regulations.

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.

### Energetix Performance Standards

Energetix strives to complete the entire drug testing process as expeditiously as possible while maintaining the highest degree of quality. The following is a summary of the time related elements of the process and the goals established by Energetix for the client:

- Phone calls returned within 1 business hour.
- Emails returned within 2 business hours.
- No more than 30 minutes waiting time at collection site, Day 1
- 10 to 15 minutes to conduct actual collection and complete forms, Day 1
- Sample forwarded to lab on Day 1
- Lab Analysis
  - Negative result completed on Day 2 (1 to 2 business day response time)
  - Positive result with supplemental testing by Day 3
- MRO review
  - Negative result forwarded to Client then Energetix for data entry
  - Positive result reviewed with employee to determine actual false positive, confirmation obtained and forwarded to client on average by Day 2, but no later than Day 3.
- Lost specimens and inadequate specimens are typically ferreted out by Day 2 of the process.

### Test Results

All test results will be electronically uploaded to the client's online portal; this includes any tests performed on written hard copy forms. Test results may be delivered by facsimile, email, or via the client's web-based portal.

## Attachment E

For security purposes, faxed results may only be sent to a secured, private fax number. Email results may only be sent to secure emails approved by the using entity's DER. Online portal accounts for approved State personnel allow secure access to online results.

All tests are first reported to the MRO and then an official result issued to the client following the medical review. This ensures that all results are reviewed by an unbiased third party prior to official reporting, thus limiting any liability to the client.

For lab based testing, i.e. urine, hair, saliva testing, negative results shall be reported to the MRO and then to the client within 24 hours. For positive results, a 48 hour turnaround time to report to the MRO is achievable in most cases as the sample must undergo initial testing followed by confirmation testing prior to reporting to the MRO. The MRO is then required to contact the donor, which may take additional time prior to reporting the final result to the client.

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.

Electronic reports shall identify the drugs/metabolites/alcohol tested for, whether positive or negative, 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, and the using entity's name.

### Records and Reporting

Record keeping is quoted and provided to you within this proposal. The using entity is the data owner and no additional charges will be levied if reports are requested following the terms of our potential contract.

Database management is a critical component to the random testing program. We will ensure all employee lists are updated before each selection by maintaining a close working relationship with using State entities. This includes requesting updated employee rosters on a monthly and quarterly basis with statistical reports of the number of employees tested.

As a normal course of operation, Energetix will provide records and reporting services including:

- Tests Results
- Chain-of-Custody Forms

## Attachment E

- Laboratory Statistical Reports
- Annual Reports – MIS (when requested)
- Random Selection and Tests Performed List
- MIS Reporting as required
- Bi-annual and annual lab statistical summaries as required

Included in this proposal are the following additional records and reporting services:

- Laboratory and collection sites will be subject to inspection by the State of Oklahoma and/or using entities with no advance notice.
- At the request of the using entity, Energetix shall provide copies of reports and/or chain of custody forms to the using entity within 30 days of request for the using entity to monitor the quality assurance of the program.
- 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, Energetix 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.
- If requested by the using entity, Energetix 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.
- The laboratory shall retain positive specimens for one 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 1 year, Energetix shall make the stated request to the laboratory and undertake all efforts to comply with such request. Successful offeror shall retain negative samples for at least three work days following collection/testing in compliance with federal standards.. The lab shall retain negative samples for at least three work days following collection/testing in compliance with federal standards.
- Energetix shall maintain the recordkeeping system the laboratory will utilize, including failsafe back-up procedures to prevent loss of documentation due to any circumstances.

If requested by the using entity, hard-copy monthly and/or quarterly statistical and activity reports 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. Reports must be separated by DOT and non-DOT tests performed for each using entity. Reports 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.

## Attachment E

### HIPAA, PII, and PHI

Energetix is very aware that through the normal course of executing this contract, we may receive or create certain health or medical information. 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 thereunder by the U.S. Department of Health and Human Services.

The software packages proposed here, and any that may be used in the future, will provide at a minimum the industry standard level of security for any and all data stored within. Specifically related to Solicitation #0900000539, this may include but is not limited to:

- Drug/Alcohol test results
  - SSN/Employee ID Number
  - Name
  - Individual substance Pass/Fail results
- Medical Review Officer notes
  - Prescriptions
  - Dates of birth
  - Medical history

Test results are emailed only to authorized entity personnel. All additions and deletions to this list of authorized users must be delivered to Energetix in writing with all users notified. Test results are only sent from within the system, which uses a secure, dedicated server.

MRO notes are generally not distributed outside of the system and thus are protected by the security protocols in place for the system. These may be requested by authorized personnel.

### Training

As part of this proposal, Energetix is offering access to our online supervisor training course. This is a great method for efficiently meeting the requirements for supervisors in 49 CFR 382.603 et seq. Each supervisor can complete the training at their own pace with a certificate generated upon completion.

Live online or onsite supervisor training and DER training is also included in this proposal. These types of training are much more effective in a live environment as the material is more nuanced and the student benefits from the ability to ask questions and actually role play situations.

Our proposal includes the following DOT and non-DOT training:

1. Online Reasonable Suspicion Training for Supervisors

## Attachment E

- Covers the signs and symptoms of drug and alcohol use/abuse in the workplace
  - Online course, all materials provided
  - Ideal for individual training requirements
  - Completed at the students own pace
  - Compliant with 49 CFR 382.603 et seq.
2. Live Reasonable Suspicion Training Classes for Supervisors
- May be Onsite or Virtual
  - Covers the signs and symptoms of drug and alcohol use/abuse in the workplace
  - Interactive, in-depth training
  - Tailored to the groups needs and interests
  - Compliant with 49 CFR 382.603 et seq or the employers policy
  - All training materials provided
3. Live DER Training Classes
- May be Onsite or Virtual
  - Training for Designated Employer Representatives
  - Covers 49 CFR part 40 in depth for compliance
  - Interactive, in-depth training
  - Tailored to the group's needs and interests
  - All training materials are provided.

Live training workshops may be held anywhere in the state of Oklahoma, with locations, times, and dates agreed upon by the using entity and Energetix Corporation. If multiple training requests are received, Energetix may consolidate workshops if all entities agree.

Each live training workshop shall be tailored to the using entity's needs with all material discussed and approved prior to presentation. A certificate of completion shall be issued to each participant who fully completes the training workshop.

### Expert Witness Testimony

All collection site technicians, Lab certifying scientist, and MRO's are fully versed and experienced in providing expert testimony as it relates to the testing process. This includes testifying as an expert at deposition or for court or administrative proceedings.

Upon request we will also instruct our MRO to provide litigation packages to support any hearings. The litigation package includes all of the GC/MS printouts and chain of custody checkpoints/validation.

## Attachment E

### Legal Consultation Services

Energetix Corporation is not qualified to give legal advice, however we are qualified and able to consult on a professional basis with any State entity who uses this contract regarding testing quality control, program administration, record keeping, rules updates, and related legal issues.

# Attachment E

## 9. Pricing

Energetix proposes to provide the services described in our technical proposal under the terms and conditions to be agreed upon with the State of Oklahoma. This proposal is valid for 180 days from the submission date.

In summary, our pricing follows the below model:

<b>Drug Testing Fees (Any time, anywhere)</b>		
Urine - DOT 5 Panel Test	EA	\$53.00
Urine - nonDOT 5 Panel Test	EA	\$53.00
Urine - nonDOT 10 Panel Test	EA	\$58.00
Urine - nonDOT 12 Panel Test	EA	\$98.00
Saliva - 5 Panel nonDOT Test	EA	\$69.00
Saliva - 5 Panel nonDOT Test with extended opiates	EA	\$71.00
Hair - 5 Panel nonDOT	EA	\$89.00
<b>Onsite/Emergency Fees</b>		
Business Hours - Scheduled, per hour per collector	Hour/Collector	\$50.00
Business Hours - Emergency, per hour per collector	Hour/Collector	\$175.00
After Hours - Scheduled, per hour per collector	Hour/Collector	\$100.00
After Hours - Emergency, per hour per collector	Hour/Collector	\$175.00
Mileage Rate	Per Mile	\$0.58
<b>Testimony</b>		
Witness Testimony, hour (travel fees not included)	Hour	\$150.00
Witness Testimony, daily (travel fees not included)	Day	\$1,000.00
<b>Training</b>		
Online Supervisor Training	EA	\$49.00
Live Reasonable Suspicion Workshop (Online or Live)	EA	\$600.00
Live DER Training Workshop (Online or Live)	EA	\$1,000.00
Informational pamphlets	Each Agency	At Cost
<b>Additional Items</b>		
Urine drug test,non-DOT 12 panel split specimen	EA	\$98.00
Urine drug test,non-DOT 12 panel second specimen from split sample	EA	\$150.00
Saliva drug test,non-DOT 5 panel + Extended Opiates	EA	\$71.00

## Attachment E

Business hours are defined as weekdays from 8am to 5pm. A test must be scheduled 24 hours in advance for it to be considered a “Scheduled” event. Otherwise it will be considered an emergency testing event.

Travel expenses are not included in the proposed pricing for training courses held at a client location. Any travel expenses would be additional and approved by the using entity prior to scheduling. Energetix is based in Oklahoma City, so any workshops in the state of Oklahoma would incur minimal travel expenses.

See **Exhibit 4 - Price** for our detailed price proposal, formatted as requested by the State of Oklahoma.

Though listed on the Exhibit 4 template, Energetix is not able to provide the following as they are not specified in 49 CFR part 40:

- Urine drug test, DOT 10 panel split specimen
- Urine drug test, DOT 10 panel second specimen from split sample
- Saliva drug test, DOT 5 panel

While the DOT has created regulations for the 5 panel DOT saliva test, as of this writing the laboratories and SAMHSA have not validated and approved the testing methodology to achieve the mandated cutoff levels. Once this has been overcome, we will be able to provide testing services for DOT saliva testing.

Energetix Corporation reserves the right to increase pricing annually, to account for inflation, based on the Consumer Price Index. All increases will be presented with a 30 day notice and negotiation period.

**Exhibit #3**

**Third Party Collections Site Responsibility Agreement**

**SW#555 – Occupational Drug and Alcohol Testing Services**

<b>Date:</b>	8/4/2022
<b>Vendor:</b>	Energetix Corporation
<b>Vendor Address:</b>	2000 N Drexel Blvd Oklahoma City, OK, 73107
<b>Vendor Point of Contact:</b>	Contracts - Steve Lobsinger, steve@energetixholdings.com Operations - Keegan Miller, drugtesting@energetixholdings.com, 516-515-0362

The above organization agrees that it is their responsibility to ensure that all 3<sup>rd</sup> party lab locations subcontracted/partner drug and/or alcohol collection sites for Oklahoma State entities are screened and held accountable for the below criteria when applicable, and that they keep this information readily accessible upon request.

1. Federal Motor Carrier Safety Administration (FMCSA) requirements, encompassed in 49 Code of Federal Regulations (CFR) Part 40 and Part 382
2. 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)
3. Oklahoma Workplace Drug and Alcohol Testing Act, rules promulgated by (Oklahoma State Department of Health (OSDH))



Authorized (Signature) of offeror in response to SW #555



Print Name

Attachment E

Exhibit 4 Cost/Price/Discount  
 Solicitation # 0900000539  
 Supplier: Energetix Corporation

THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED

Service Description:	UOM	* Performance Location		
		Vendor Site	On Site	2nd specimen Different Lab
EX: Description of Test	EA	Unit Price	Unit Price	Unit Price
Hair drug test,non-DOT 5 panel	EA	\$110.00	\$136.00	\$150.00
Urine drug test, DOT 5 panel split specimen	EA	\$89.00	\$89.00	\$89.00
Urine drug test, DOT 5 panel second specimen from split sample	EA	\$53.00	\$53.00	\$53.00
Urine drug test, non-DOT 5 panel split specimen	EA	\$150.00	\$150.00	\$150.00
Urine drug test, non-DOT 5 panel second specimen from split sample	EA	\$53.00	\$53.00	\$53.00
Urine drug test, DOT 10 panel split specimen	EA	\$150.00	\$150.00	\$150.00
Urine drug test,non-DOT 10 panel split specimen	EA	No Federal Reg.	No Federal Reg.	No Federal Reg.
Urine drug test, DOT 10 panel second specimen from split sample	EA	\$58.00	\$58.00	\$58.00
Urine drug test,non-DOT 10 panel second specimen from split sample	EA	No Federal Reg.	No Federal Reg.	No Federal Reg.
Urine drug test, DOT 10 panel second specimen from split sample	EA	\$150.00	\$150.00	\$150.00
Saliva drug test,non-DOT 5 panel	EA	\$69.00	\$69.00	\$69.00
Saliva drug test, DOT 5 panel	EA	Not DOT Approved	Not DOT Approved	Not DOT Approved
Saliva drug test,non-DOT 10 panel	EA	See Below	See Below	See Below
Saliva drug test, DOT 10 panel	EA	No Federal Reg.	No Federal Reg.	No Federal Reg.
Alcohol test, DOT EBT initial and EBT confirmation	EA	\$45.00	\$45.00	\$45.00
Alcohol test, non- DOT EBT initial and EBT confirmation	EA	\$45.00	\$45.00	\$45.00
Urine drug test, DOT and non-DOT for reasonable suspicion or post accident, after hours, weekends or holidays	EA	As above	As above	As above
Alcohol test, EBT initial and EBT confirmation, for both DOT and non-DOT for reasonable suspicion or post accident after hours, weekends or holidays	EA	As above	As above	As above
Urine drug test for random selection program	EA	As above	As above	As above
Alcohol test, EBT for random selection program	EA	As above	As above	As above
Drug and/or alcohol test, mobile based testing (add-on fee for mobilization - per roundtrip per day)	Trip/Day	As above + Onsite/Emergency Fee Below	As above + Onsite/Emergency Fee Below	As above + Onsite/Emergency Fee Below
Mileage rate for onsite testing (add-on fee for onsite based testing - per mile)	Per Mile	\$0.00	\$0.58 per mile	\$1.00 per mile
Witness testimony hourly rate related to test results. Business work hours 8:00-5:00CDT	Hourly Rate	\$150.00	\$150 + Travel	N/A
Witness testimony daily rate related to test results. Business work hours 8:00-5:00CDT	Daily Rate	\$1,000	\$1000 + Travel	N/A
<b>Additional Training Options</b>				
Online Supervisor Training	EA	\$49.00	N/A	N/A
Live Reasonable Suspicion Workshop (Online or Live)	EA	\$600	\$600 + Travel	N/A
Live DER Training Workshop (Online or Live)	EA	\$1,000	\$1000 + Travel	N/A
<b>Additional Informational Phamplets</b>				
<b>Additional items, such as unlisted Relevant Testing such as Fentanyl</b>				
Urine drug test, non-DOT 12 panel split specimen	EA	Cost	N/A	
Urine drug test, non-DOT 12 panel second specimen from split sample	EA	\$98.00	\$98.00	\$98.00
Urine drug test, non-DOT 12 panel second specimen from split sample	EA	\$150.00	\$150.00	\$150.00
Saliva drug test, non-DOT 5 panel + Extended Opiates	EA	\$71.00	\$71.00	\$71.00
<b>Onsite/Emergency Fees</b>				
Business Hours - Scheduled, per hour per collector	Hour/Collector	N/A	\$50.00	N/A
Business Hours - Emergency, per hour per collector	Hour/Collector	N/A	\$175.00	N/A
After Hours - Scheduled, per hour per collector	Hour/Collector	N/A	\$100.00	N/A
After Hours - Emergency, per hour per collector	Hour/Collector	N/A	\$175.00	N/A

## Exhibit 5 Regular Hours Collections Sites

County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation <small>Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm</small>	Services	Type	Appointment Required	Other instruction
Offeror Name: Energetix Corporation														
Offeror Point of Contact: Keegan Miller														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
Type: U = Urine drug testing, H = Hair drug testing, S = Saliva drug testing, A = Alcohol testing														
Appointment Required: Y = Yes, N = No														
Adair Coverage	APPLICANT INFORMATION	P		7612 Taylor Avenue	Fort Smith	AR	72916	479-649-8601	479-646-1017	Monday 8AM-12PM, 1-3PM Tuesday 8AM-12PM, 1-3PM Wednesday 8AM-12PM, 1-3PM Thursday 8AM-12PM, 1-3PM Friday 8AM-12PM, 1-3PM Saturday Closed Sunday Closed	R/N	UBHS		
Alfalfa	ENTERO SERVICES	P		112 South Jackson Street	Enid	OK	73701	580-234-8585	580-297-5048	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Atoka	DIAGNOSTIC LABORATORY OF OKLAHOMA - DURANT, OK **APPT REQ**	P		1028 Criswell Dr	Durant	OK	74701	580-931-9733	580-931-9716	Monday 7AM-12PM, 1PM - 4PM Tuesday 7AM-12PM, 1PM - 4PM Wednesday Monday 7AM-12PM, 1PM - 4PM Thursday Monday 7AM-12PM, 1PM - 4PM Friday 7AM-3PM Saturday Closed Sunday Closed	R/N	UH	Y	
Atoka Coverage	SHERMAN MEDICAL	P		2500 North Travis Street	Sherman	TX	75092	903-868-8900	903-868-8990	Monday 8AM-6PM Tuesday 8AM-6PM Wednesday 8AM-6PM Thursday 8AM-6PM Friday 8AM-6PM Saturday 8AM-4PM Sunday Closed	R/N	UBH		
Beaver Coverage	XPRESS WELLNESS URGENT CARE - LIBERAL, KS (W 15TH ST)	P		445 West 15th Street	Liberal	KS	67901	620-417-9012	620-417-9013	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UB		
Beckham	DIAGNOSTIC LABORATORY OF OKLAHOMA - ELK CITY, OK (W 3RD ST)	P		1925 West 3rd Street	Elk City	OK	73644	580-225-2018	580-225-2218	Monday 7AM-12:30PM, 1-3:30PM Tuesday 7AM-12:30PM, 1-3:30PM Wednesday 7AM-12:30PM, 1-3:30PM Thursday 7AM-12:30PM, 1-3:30PM Friday 7AM-12PM Saturday Closed Sunday Closed	R/N	UH		
Blaine	WEATHERFORD CHIROPRACTIC	P		500 North Washington Avenue	Weatherford	OK	73096	580-774-0611	580-774-0644	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-12PM Saturday Closed Sunday Closed	R/N	UBHS		
Bryan	DIAGNOSTIC LABORATORY OF OKLAHOMA - DURANT, OK **APPT REQ**	P		1028 Criswell Dr	Durant	OK	74701	580-931-9733	580-931-9716	Monday 7AM-12PM, 1PM - 4PM Tuesday 7AM-12PM, 1PM - 4PM Wednesday Monday 7AM-12PM, 1PM - 4PM Thursday Monday 7AM-12PM, 1PM - 4PM Friday 7AM-3PM Saturday Closed Sunday Closed	R/N	UH	Y	
Bryan	DIAGNOSTIC LABORATORY OF OKLAHOMA - DURANT, OK (DELIVERY LN) **APPT REQ**	P		1706 DELIVERY LANE	DURANT	OK	74701	580-745-9670	580-931-9979	Monday 8AM-5PM Tuesday 8AM-5PM Wednesday 8AM-5PM Thursday 8AM-5PM Friday 8AM-1PM Saturday Closed Sunday Closed	R/N	U	Y	
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other instruction

### Regular Hours Collections Sites

Offeror Name:		Energetix Corporation												
Offeror Point of Contact:		Keegan Miller												
Site Status:		O = Offeror's owned site, P = Third-party site												
Days:		M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday												
Services:		R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated												
Type:		U = Urine drug testing, H = Hair drug testing, S = Saliva drug testing, A = Alcohol testing												
Appointment Required:		Y = Yes, N = No												
County	Site Name	Site Status	Site Contact	Address	City	State	Zip	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment	Other instruction
Bryan	TEXOMA URGENT CARE	P		1807 W UNIVERSITY BLVD	DURANT	OK	74701	580-920-2273	580-920-9978	Monday 8AM-6:30PM Tuesday 8AM-6:30PM Wednesday 8AM-6:30PM Thursday 8AM-6:30PM Friday 8AM-6:30PM Saturday 9AM-3PM Sunday 11-4:30PM	R/N	U		
Bryan Coverage	SHERMAN MEDICAL	P		2500 North Travis Street	Sherman	TX	75092	903-868-8900	903-868-8990	Monday 8AM-6PM Tuesday 8AM-6PM Wednesday 8AM-6PM Thursday 8AM-6PM Friday 8AM-6PM Saturday 8AM-4PM Sunday Closed	R/N	UBH		
Caddo	XPRESS WELLNESS URGENT CARE	P		411 West Grand Avenue	Chickasha	OK	73018	405-224-0053	405-224-0056	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 11-7PM	R/N	UBH		
Canadian	INSIGHT SCREENING SERVICES, LLC	P		1608 East Highway 66	El Reno	OK	73036	405-295-9005	405-295-9011	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Canadian	QUEST DIAGNOSTICS - MUSTANG, OK (E ST HWY 152) **APPT REQ**	P		1001 East State Highway 152	Mustang	OK	73064	405-256-6722	405-256-6728	Monday 7AM-4PM Tuesday 7AM-4PM Wednesday 7AM-4PM Thursday 7AM-4PM Friday 7AM-4PM Saturday Closed Sunday Closed	R/N	U	Y	
Canadian	DIAGNOSTIC LABORATORY OF OKLAHOMA-YUKO **APPT REQ**	P		1607 Professional Circle	Yukon	OK	73099	405-354-1656	405-354-3220	Monday 6:30AM-4:30PM Tuesday 6:30AM-4:30PM Wednesday 6:30AM-4:30PM Thursday 6:30AM-4:30PM Friday 6:30AM-4:30PM Saturday 8AM-12PM Sunday Closed	R/N	UH	Y	
Carter	SABER TRANSPORTATION SUPPORT	P		1017 15th Avenue Northwest	Ardmore	OK	73401	580-223-0022	844-273-0801	Monday 8:30AM-4:30PM Tuesday 8:30AM-4:30PM Wednesday 8:30AM-4:30PM Thursday 8:30AM-4:30PM Friday 8:30AM-4:30PM Saturday Closed Sunday Closed	R/N	UBH		
Carter	DIAGNOSTIC LABORATORY OF OKLAHOMA - ARDMORE, OK (N COMMERCE ST) **APPT REQ**	P		107 North Commerce Street	Ardmore	OK	73401	580-223-2918	580-223-3265	Monday 7AM-12PM, 1-4PM Tuesday 7AM-12PM, 1-4PM Wednesday 7AM-12PM, 1-4PM Thursday 7AM-12PM, 1-4PM Friday 7AM-3PM Saturday Closed Sunday Closed	R/N	UH	Y	
Carter	ROCKFORD FAMILY CARE	P		317 North Rockford Road	Ardmore	OK	73401	580-319-4242	580-798-4612	Monday 8AM-5PM Tuesday 8AM-5PM Wednesday 8AM-5PM Thursday 8AM-5PM Friday 8AM-5PM Saturday Closed Sunday Closed	R/N	U		
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other instruction
										Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm				

### Regular Hours Collections Sites

County	Site Name	Site Status	Site Contact	Address	City	State	Zip	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment	Other instruction
Offeror Name: Energetix Corporation														
Offeror Point of Contact: Keegan Miller														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
Type: U = Urine drug testing, H = Hair drug testing, S = Saliva drug testing, A = Alcohol testing														
Appointment Required: Y = Yes, N = No														
Cherokee	ADVANTAGE TESTING	P		1302 NE 1st St	Pryor Creek	OK	74361	918-373-1215	918-825-3128	Monday 9AM-12PM, 1:30-4:30PM Tuesday 9AM-12PM, 1:30-4:30PM Wednesday 9AM-12PM, 1:30-4:30PM Thursday 9AM-12PM Friday 9AM-12PM, 1:30-4:30PM Saturday Closed Sunday Closed	R/N	UBHS		
Choctaw Coverage	SALAS MINOR EMERGENCY CENTER-DAVID S SALAS, MD	P		1655 NE LOOP 286	PARIS	TX	75460	903-739-9191	903-739-2773	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 10AM-5PM Sunday 10AM-5PM	R/N	UBHS		
Cimarron Coverage	CDT SERVICES	P		418 E 1st St	Dumas	TX	79029	806-934-5571	806-934-5578	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday CLOSED Sunday CLOSED	R/N	UBHS		
Cleveland	DIAGNOSTIC LABORATORY OF OKLAHOMA **APPT REQ**	P		1401 Southwest 34th Street	Moore	OK	73160	405-676-8107	405-676-8109	Monday 8AM-5PM Tuesday 8AM-5PM Wednesday 8AM-5PM Thursday 8AM-5PM Friday 8AM-5PM Saturday Closed Sunday Closed	R/N	UH	Y	
Cleveland	PIC-MED WELLNESS - NORMAN , OK (24TH ANE NW)	P		1015 24th Avenue Northwest	Norman	OK	73069	405-310-4140	405-701-0575	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Cleveland	ACCESS MEDICAL CENTERS - NORMAN, OK (12TH AVE SE)	P		334 12th Avenue Southeast	Norman	OK	73071	405-321-1911	405-321-1610	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 8AM-8PM	R/N	UBHS		
Cleveland	DIAGNOSTIC LABORATORY OF OKLAHOMA **APPT REQ**	P		3421 24th Avenue Northwest	Norman	OK	73069	405-321-6294	405-321-1416	Monday 7AM-4PM Tuesday 7AM-4PM Wednesday 7AM-4PM Thursday 7AM-4PM Friday 7AM-4PM Saturday 9AM-12PM Sunday Closed	R/N	UH	Y	
Cleveland	NORMAN REGIONAL OCCUPATIONAL - NORMAN, OK (24TH AVE NW)	P		724 24th Avenue Northwest	Norman	OK	73069	405-515-0960	405-307-5660	Monday 8AM-5PM Tuesday 8AM-5PM Wednesday 8AM-5PM Thursday 8AM-5PM Friday 8AM-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Cleveland	DIAGNOSTIC LABORATORY OF OKLAHOMA - NORMAN, OK (N PORTER AVE) **APPT REQ**	P		900 North Porter Avenue	Norman	OK	73071	405-329-5467	405-360-5912	Monday 6:30AM-4PM Tuesday 6:30AM-4PM Wednesday 6:30AM-4PM Thursday 6:30AM-4PM Friday 6:30AM-4PM Saturday Closed Sunday Closed	R/N	UH	Y	
<b>County</b>	<b>Site Name</b>	<b>Site Status</b>	<b>Site Contact</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone Number</b>	<b>Fax Number</b>	<b>Hours of Operation</b>	<b>Services</b>	<b>Type</b>	<b>Appointment Required</b>	<b>Other instruction</b>
										Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm				

### Regular Hours Collections Sites

<b>Offeror Name:</b> Energetix Corporation														
<b>Offeror Point of Contact:</b> Keegan Miller														
<b>Site Status:</b> O = Offeror's owned site, P = Third-party site														
<b>Days:</b> M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
<b>Services:</b> R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
<b>Type:</b> U = Urine drug testing, H = Hair drug testing, S = Saliva drug testing, A = Alcohol testing														
<b>Appointment Required:</b> Y = Yes, N = No														
County	Site Name	Site Status	Site Contact	Address	City	State	Zip	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment	Other instruction
Coal	PROBATION ENFORCEMENT OF OKLAHOMA LLC - ADA, OK (N OAK AVE)	P		126 North Oak Avenue	Ada	OK	74820	580-310-0062	580-310-0065	Monday 8AM-12PM, 1-5PM Tuesday 8AM-12PM, 1-5PM Wednesday 8AM-12PM, 1-5PM Thursday 8AM-12PM, 1-5PM Friday 8AM-12PM, 1-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Comanche	DIAGNOSTIC LABORATORY OF OKLAHOMA-LAWT **APPT REQ**	P		1401 Southwest Park Ridge Boulevard	Lawton	OK	73505	580-248-7900	580-248-8870	Monday 6:30AM-4:30PM Tuesday 6:30AM-4:30PM Wednesday 6:30AM-4:30PM Thursday 6:30AM-4:30PM Friday 6:30AM-4PM Saturday Closed Sunday Closed	R/N	UH		
Comanche	WELLFAST URGENT CARE CTR - LAWTON, OK (E GORE BLVD)	P		1902 East Gore Boulevard	Lawton	OK	73501	580-357-4200	580-357-4201	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
Comanche	DIAGNOSTIC LABORATORY OF OKLAHOMA - LAWTON, OK (W GORE BLVD) **APPT REQ**	P		4411 West Gore Boulevard	Lawton	OK	73505	580-248-1816	580-248-1877	Monday 8AM-5PM Tuesday 8AM-5PM Wednesday 8AM-5PM Thursday 8AM-5PM Friday 8AM-3PM Saturday Closed Sunday Closed	R/N	UH	Y	
Comanche	ALLIED HEALTH RESEARCH LABORATORY-DEAN - LAWTON, OK (NW CACHE RD)	P		5243 NW CACHE RD	LAWTON	OK	73505	580-248-9679	580-351-0911	Monday 8AM-3PM Tuesday 8AM-3PM Wednesday 8AM-3PM Thursday 8AM-3PM Friday 8-11AM Saturday Closed Sunday Closed	R/N	UBHS		
Comanche	XPRESS WELLNESS URGENT CARE -LAWTON , OK (NW CACHE RD)	P		6744 Northwest Cache Road	Lawton	OK	73505	580-536-9355	580-536-9357	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
Cotton	ALLIED HEALTH RESEARCH LABORATORY-DEAN - LAWTON, OK (NW CACHE RD)	P		5243 NW CACHE RD	LAWTON	OK	73505	580-248-9679	580-351-0911	Monday 8AM-3PM Tuesday 8AM-3PM Wednesday 8AM-3PM Thursday 8AM-3PM Friday 8-11AM Saturday Closed Sunday Closed	R/N	UBHS		
Craig	DIAGNOSTIC LABORATORY OF OKLAHOMA - MIAMI, FL (2ND AVE SW) **APPT REQ**	P		310 2nd Avenue Southwest	Miami	OK	74354	918-542-6355	918-542-6748	Monday 7AM-4:30PM Tuesday 7AM-4:30PM Wednesday 7AM-4:30PM Thursday 7AM-4:30PM Friday 7AM-4PM Saturday Closed Sunday Closed	R/N	UH	Y	
Creek	XPRESS WELLNESS URGENT CARE - SAPULPA, OK (E TAFT AVE)	P		949 East Taft Avenue	Sapulpa	OK	74066	918-224-6079	918-224-6126	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 10AM-6PM	R/N	UBHS		
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other instruction
										Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm				

Regular Hours Collections Sites

Regular Hours Collections Sites														
Offeror Name:		Energetix Corporation												
Offeror Point of Contact:		Keegan Miller												
Site Status:		O = Offeror's owned site, P = Third-party site												
Days:		M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday												
Services:		R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated												
Type:		U = Urine drug testing, H = Hair drug testing, S = Saliva drug testing, A = Alcohol testing												
Appointment Required:		Y = Yes, N = No												
County	Site Name	Site Status	Site Contact	Address	City	State	Zip	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment	Other instruction
Custer	QUEST DIAGNOSTICS - CLINTON, OK (W GARY BLVD) **APPT REQ**	P		812 W Gary Blvd	Clinton	OK	73601	580-323-8418	580-323-1448	Monday 7AM-12:30PM, 1-4PM Tuesday 7AM-12:30PM, 1-4PM Wednesday 7AM-12:30PM, 1-4PM Thursday 7AM-12:30PM, 1-4PM Friday 7AM-12PM Saturday Closed Sunday Closed	R/N	UH	Y	
Custer	WEATHERFORD CHIROPRACTIC	P		500 North Washington Avenue	Weatherford	OK	73096	580-774-0611	580-774-0644	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-12PM Saturday Closed Sunday Closed	R/N	UBHS		
Delaware	DIAGNOSTIC LABORATORY OF OK	P		601 E. 13th St., Suite D	GROVE	OK	74344	800-891-2917	918-786-9358	M-F: 8:30 am-4:00 pm	R/N	UH		
Dewey	WEATHERFORD CHIROPRACTIC	P		500 North Washington Avenue	Weatherford	OK	73096	580-774-0611	580-774-0644	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-12PM Saturday Closed Sunday Closed	R/N	UBHS		
Ellis	DIAGNOSTIC LABORATORY OF OKLAHOMA - ELK CITY, OK (W 3RD ST)	P		1925 West 3rd Street	Elk City	OK	73644	580-225-2018	580-225-2218	Monday 7AM-12:30PM, 1-3:30PM Tuesday 7AM-12:30PM, 1-3:30PM Wednesday 7AM-12:30PM, 1-3:30PM Thursday 7AM-12:30PM, 1-3:30PM Friday 7AM-12PM Saturday Closed Sunday Closed	R/N	UH		
Ellis	WEATHERFORD CHIROPRACTIC	P		500 North Washington Avenue	Weatherford	OK	73096	580-774-0611	580-774-0644	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-12PM Saturday Closed Sunday Closed	R/N	UBHS		
Garfield	ENTERO SERVICES	P		112 South Jackson Street	Enid	OK	73701	580-234-8585	580-297-5048	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Garfield	DIAGNOSTIC LABORATORY OF OKLAHOMA-INTE	P		600 S MONROE ST	ENID	OK	73701	580-548-1185	--	Monday 7:30AM-4:30PM Tuesday 7:30AM-4:30PM Wednesday 7:30AM-4:30PM Thursday 7:30AM-4:30PM Friday 7:30AM-3PM Saturday Closed Sunday Closed	R/N	UB		
Garfield	DIAGNOSTIC LABORATORY OF OKLAHOMA0-ENID **APPT REQ**	P		620 S MADISON ST	ENID	OK	73701	580-548-1184	580-548-1492	Monday 7:30AM-4:30PM Tuesday 7:30AM-4:30PM Wednesday 7:30AM-4:30PM Thursday 7:30AM-4:30PM Friday 7:30AM-3PM Saturday Closed Sunday Closed	R/N	UH	Y	
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other instruction
										Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm				

### Regular Hours Collections Sites

County	Site Name	Site Status	Site Contact	Address	City	State	Zip	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment	Other instruction
Offor Name: Energetix Corporation														
Offor Point of Contact: Keegan Miller														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
Type: U = Urine drug testing, H = Hair drug testing, S = Saliva drug testing, A = Alcohol testing														
Appointment Required: Y = Yes, N = No														
Garvin	GARVIN COUNTY OCCUPATIONAL AND FAMILY MEDICINE - WYNNEWOOD, OK (E ROBERT S KERR	P		1202 East Robert S Kerr Boulevard	Wynnewood	OK	73098	405-665-2424	405-665-2466	Monday 8AM-4PM Tuesday 8AM-4PM Wednesday 8AM-4PM Thursday 8AM-4PM Friday 8AM-4PM Saturday Closed Sunday Closed	R/N	UBHS		
Grady	XPRESS WELLNESS URGENT CARE	P		411 West Grand Avenue	Chickasha	OK	73018	405-224-0053	405-224-0056	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
Grant	ENTERO SERVICES	P		112 South Jackson Street	Enid	OK	73701	580-234-8585	580-297-5048	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Greer	DIAGNOSTIC LABORATORY OF OKLAHOMA - ELK CITY, OK (W 3RD ST)	P		1925 West 3rd Street	Elk City	OK	73644	580-225-2018	580-225-2218	Monday 7AM-12:30PM, 1-3:30PM Tuesday 7AM-12:30PM, 1-3:30PM Wednesday 7AM-12:30PM, 1-3:30PM Thursday 7AM-12:30PM, 1-3:30PM Friday 7AM-12PM Saturday Closed Sunday Closed	R/N	UH		
Greer Coverage	FAMILY PHARMACY	P		1720 HILLCREST DR	VERNON	TX	76384	940-552-2999	940-552-5347	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 9AM-5PM Sunday Closed	R/N	UBH		
Harmon	DIAGNOSTIC LABORATORY OF OKLAHOMA - ELK CITY, OK (W 3RD ST)	P		1925 West 3rd Street	Elk City	OK	73644	580-225-2018	580-225-2218	Monday 7AM-12:30PM, 1-3:30PM Tuesday 7AM-12:30PM, 1-3:30PM Wednesday 7AM-12:30PM, 1-3:30PM Thursday 7AM-12:30PM, 1-3:30PM Friday 7AM-12PM Saturday Closed Sunday Closed	R/N	UH		
Harmon Coverage	FAMILY PHARMACY	P		1720 HILLCREST DR	VERNON	TX	76384	940-552-2999	940-552-5347	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 9AM-5PM Sunday Closed	R/N	UBH		
Harper Coverage	TECHNOLOGY TWO, LLC	P		809 S 14th Ave	Dodge City	KS	67801	620-227-5152	620-225-3177	Monday 8:30AM-12PM, 1-4PM Tuesday 8:30AM-12PM, 1-4PM Wednesday 8:30AM-12PM, 1-4PM Thursday 8:30AM-12PM, 1-4PM Friday 8:30AM-12PM, 1-4PM Saturday Closed Sunday Closed	R/N	UB		
Haskell	Xpress Wellness Urgent Care	P		2525 Chandler Road	Muskogee	OK	74403	918-681-7533	918-684-9033	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
<b>County</b>	<b>Site Name</b>	<b>Site Status</b>	<b>Site Contact</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone Number</b>	<b>Fax Number</b>	<b>Hours of Operation</b>	<b>Services</b>	<b>Type</b>	<b>Appointment Required</b>	<b>Other instruction</b>
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Offeror Point of Contact: Keegan Miller														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
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Type: U = Urine drug testing, H = Hair drug testing, S = Saliva drug testing, A = Alcohol testing														
Appointment Required: Y = Yes, N = No														
Hughes	PROBATION ENFORCEMENT OF OKLAHOMA LLC - ADA, OK (N OAK AVE)	P		126 North Oak Avenue	Ada	OK	74820	580-310-0062	580-310-0065	Monday 8AM-12PM, 1-5PM Tuesday 8AM-12PM, 1-5PM Wednesday 8AM-12PM, 1-5PM Thursday 8AM-12PM, 1-5PM Friday 8AM-12PM, 1-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Jackson	ALLIED HEALTH RESEARCH LABORATORY-DEAN - LAWTON, OK (NW CACHE RD)	P		5243 NW CACHE RD	LAWTON	OK	73505	580-248-9679	580-351-0911	Monday 8AM-3PM Tuesday 8AM-3PM Wednesday 8AM-3PM Thursday 8AM-3PM Friday 8-11AM Saturday Closed Sunday Closed	R/N	UBHS		
Jefferson	NEWBERRY EXPRESS PHARMACY	P		801 S. BROADWAY	Marlow	OK	73055	580-658-3784	580-658-3725	Monday 8:30AM-6PM Tuesday 8:30AM-6PM Wednesday 8:30AM-6PM Thursday 8:30AM-6PM Friday 8:30AM-6PM Saturday Closed Sunday Closed	R/N	UBH		
Johnston	SABER TRANSPORTATION SUPPORT	P		1017 15th Avenue Northwest	Ardmore	OK	73401	580-223-0022	844-273-0801	Monday 8:30AM-4:30PM Tuesday 8:30AM-4:30PM Wednesday 8:30AM-4:30PM Thursday 8:30AM-4:30PM Friday 8:30AM-4:30PM Saturday Closed Sunday Closed	R/N	UBH		
Johnston	DIAGNOSTIC LABORATORY OF OKLAHOMA - DURANT, OK **APPT REQ**	P		1028 Criswell Dr	Durant	OK	74701	580-931-9733	580-931-9716	Monday 7AM-12PM, 1PM - 4PM Tuesday 7AM-12PM, 1PM - 4PM Wednesday Monday 7AM-12PM, 1PM - 4PM Thursday Monday 7AM-12PM, 1PM - 4PM Friday 7AM-3PM Saturday Closed Sunday Closed	R/N	UH	Y	
Johnston	ALLIANCE HEALTH - MADILL, OK ( S. 5TH AVE)	P		901 South 5th Avenue	Madill	OK	73446	580-795-0137	508-795-5973	Open 24 Hours 7 Days/week	R/N	U		
Kay Coverage	TESTING SERVICES LIMITED - ARKANSAS CITY, KS (S SUMMIT ST)	P		1423 South Summit Street	Arkansas City	KS	67005	620-441-9333	620-441-9334	Monday 8AM-4:30PM Tuesday 8AM-4:30PM Wednesday 8AM-4:30PM Thursday 8AM-4:30PM Friday 8AM-4:30PM Saturday Closed Sunday Closed	R/N	UBH		
Kingfisher	INSIGHT SCREENING SERVICES, LLC	P		1608 East Highway 66	El Reno	OK	73036	405-295-9005	405-295-9011	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Kiowa	WEATHERFORD CHIROPRACTIC	P		500 North Washington Avenue	Weatherford	OK	73096	580-774-0611	580-774-0644	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-12PM Saturday Closed Sunday Closed	R/N	UBHS		
<b>County</b>	<b>Site Name</b>	<b>Site Status</b>	<b>Site Contact</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone Number</b>	<b>Fax Number</b>	<b>Hours of Operation</b>	<b>Services</b>	<b>Type</b>	<b>Appointment Required</b>	<b>Other instruction</b>
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Type: U = Urine drug testing, H = Hair drug testing, S = Saliva drug testing, A = Alcohol testing														
Appointment Required: Y = Yes, N = No														
Latimer	Xpress Wellness Urgent Care	P		2525 Chandler Road	Muskogee	OK	74403	918-681-7533	918-684-9033	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
Le Flore Coverage	APPLICANT INFORMATION	P		7612 Taylor Avenue	Fort Smith	AR	72916	479-649-8601	479-646-1017	Monday 8AM-12PM, 1-3PM Tuesday 8AM-12PM, 1-3PM Wednesday 8AM-12PM, 1-3PM Thursday 8AM-12PM, 1-3PM Friday 8AM-12PM, 1-3PM Saturday Closed Sunday Closed	R/N	UBHS		
Lincoln	XPRESS WELLNESS URGENT CARE - SHAWNEE, OK (E MACARTHUR ST)	P		12 East Macarthur Street	Shawnee	OK	74804	405-275-1001	405-275-1201	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
Logan	ACCESS MEDICAL CENTERS - EDMOND, OK (N PENNSYLVANIA AVE)	P		16205 North Pennsylvania Avenue	Edmond	OK	73013	405-705-5700	405-705-5698	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 9AM-6PM Sunday 9AM-6PM	R/N	UBHS		
Love Coverage	ABSOLUTE URGENT CARE	P		800 W HWY 82	Gainesville	TX	76240	940-301-5000	940-301-5004	Monday 8AM-6PM Tuesday 8AM-6PM Wednesday 8AM-6PM Thursday 8AM-6PM Friday 8AM-6PM Saturday 9AM-1PM Sunday 12-4PM	R/N	UB		
Major	ENTERO SERVICES	P		112 South Jackson Street	Enid	OK	73701	580-234-8585	580-297-5048	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Marshall	SABER TRANSPORTATION SUPPORT	P		1017 15th Avenue Northwest	Ardmore	OK	73401	580-223-0022	844-273-0801	Monday 8:30AM-4:30PM Tuesday 8:30AM-4:30PM Wednesday 8:30AM-4:30PM Thursday 8:30AM-4:30PM Friday 8:30AM-4:30PM Saturday Closed Sunday Closed	R/N	UBH		
Marshall	DIAGNOSTIC LABORATORY OF OKLAHOMA - DURANT, OK **APPT REQ**	P		1028 Criswell Dr	Durant	OK	74701	580-931-9733	580-931-9716	Monday 7AM-12PM, 1PM - 4PM Tuesday 7AM-12PM, 1PM - 4PM Wednesday Monday 7AM-12PM, 1PM - 4PM Thursday Monday 7AM-12PM, 1PM - 4PM Friday 7AM-3PM Saturday Closed Sunday Closed	R/N	UH	Y	
Marshall	ALLIANCE HEALTH - MADILL, OK ( S. 5TH AVE)	P		901 South 5th Avenue	Madill	OK	73446	580-795-0137	508-795-5973	Open 24 Hours 7 Days/week	R/N	U		
<b>County</b>	<b>Site Name</b>	<b>Site Status</b>	<b>Site Contact</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone Number</b>	<b>Fax Number</b>	<b>Hours of Operation</b>	<b>Services</b>	<b>Type</b>	<b>Appointment Required</b>	<b>Other instruction</b>
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County	Site Name	Site Status	Site Contact	Address	City	State	Zip	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment	Other instruction
Mayes	ADVANTAGE TESTING	P		1302 NE 1st St	Pryor Creek	OK	74361	918-373-1215	918-825-3128	Monday 9AM-12PM, 1:30-4:30PM Tuesday 9AM-12PM, 1:30-4:30PM Wednesday 9AM-12PM, 1:30-4:30PM Thursday 9AM-12PM Friday 9AM-12PM, 1:30-4:30PM Saturday Closed Sunday Closed	R/N	UBHS		
Mcclain	PIC-MED WELLNESS - NORMAN , OK (24TH ANE NW)	P		1015 24th Avenue Northwest	Norman	OK	73069	405-310-4140	405-701-0575	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday Closed Sunday Closed	R/N	UBHS		
Mcclain	ACCESS MEDICAL CENTERS - NORMAN, OK (12TH AVE SE)	P		334 12th Avenue Southeast	Norman	OK	73071	405-321-1911	405-321-1610	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 8AM-8PM	R/N	UBHS		
Mccurtain	DIAGNOSTIC LABORATORY OF OKLAHOMA **APPT REQ**	P		1425 E Lincoln Rd	Idabel	OK	74745	580-286-5550	580-286-5588	Monday 7:30AM-12PM, 1-5PM Tuesday 7:30AM-12PM, 1-5PM Wednesday 7:30AM-12PM, 1-5PM Thursday 7:30AM-12PM, 1-5PM Friday Closed Saturday Closed Sunday Closed	R/N	UH	Y	
Mcintosh	Xpress Wellness Urgent Care	P		2525 Chandler Road	Muskogee	OK	74403	918-681-7533	918-684-9033	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
Mcintosh	XPRESS WELLNESS URGENT CARE - MUSKOGEE NORTH	P		550 West Shawnee Bypass	Muskogee	OK	74401	918-910-5186	918-910-5195	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
Murray	GARVIN COUNTY OCCUPATIONAL AND FAMILY MEDICINE - WYNNEWOOD, OK (E ROBERT S KERR	P		1202 East Robert S Kerr Boulevard	Wynnewood	OK	73098	405-665-2424	405-665-2466	Monday 8AM-4PM Tuesday 8AM-4PM Wednesday 8AM-4PM Thursday 8AM-4PM Friday 8AM-4PM Saturday Closed Sunday Closed	R/N	UBHS		
Muskogee	Xpress Wellness Urgent Care	P		2525 Chandler Road	Muskogee	OK	74403	918-681-7533	918-684-9033	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
Muskogee	QUEST DIAGNOSTICS - MUSKOGEE, OK (W OKMULGEE AVE) **APPT REQ**	P		3316 West Okmulgee Avenue	Muskogee	OK	74401	918-682-4112	918-682-4117	Monday 7AM-1PM, 1:30-3:30PM Tuesday 7AM-1PM, 1:30-3:30PM Wednesday 7AM-1PM, 1:30-3:30PM Thursday 7AM-1PM, 1:30-3:30PM Friday 7AM-1PM, 1:30-3:30PM Saturday Closed Sunday Closed	R/N	UH	Y	
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Rogers	ACCESS MEDICAL CARE	P		1926 S. HIGHWAY 66	CLAREMORE	OK	74019	918-343-2273	918-343-2284	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 9AM-6PM Sunday 9AM-6PM	R/N	UBHS		
Seminole	XPRESS WELLNESS URGENT CARE - SHAWNEE, OK (E MACARTHUR ST)	P		12 East Macarthur Street	Shawnee	OK	74804	405-275-1001	405-275-1201	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
Sequoyah Coverage	APPLICANT INFORMATION	P		7612 Taylor Avenue	Fort Smith	AR	72916	479-649-8601	479-646-1017	Monday 8AM-12PM, 1-3PM Tuesday 8AM-12PM, 1-3PM Wednesday 8AM-12PM, 1-3PM Thursday 8AM-12PM, 1-3PM Friday 8AM-12PM, 1-3PM Saturday Closed Sunday Closed	R/N	UBHS	Y	
Stephens	DIAGNOSTIC LABORATORY OF OKLAHOMA - DUNCAN **APPT REQ**	P		1509 Brookwood Avenue	Duncan	OK	73533	580-470-8855	580-470-8880	Monday 7-11AM, 12-3PM Tuesday 7-11AM, 12-3PM Wednesday 7-11AM, 12-3PM Thursday 7-11AM, 12-3PM Friday 7AM-1PM Saturday Closed Sunday Closed	R/N	U		
Stephens	URGENT MED LLC	P		3570 NORTH HIGHWAY 81	Duncan	OK	73533	580-252-1911	580-252-1020	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-5PM Sunday 8AM-5PM	R/N	UB		
Stephens	NEWBERRY EXPRESS PHARMACY	P		801 S. BROADWAY	Marlow	OK	73055	580-658-3784	580-658-3725	Monday 8:30AM-6PM Tuesday 8:30AM-6PM Wednesday 8:30AM-6PM Thursday 8:30AM-6PM Friday 8:30AM-6PM Saturday Closed Sunday Closed	R/N	UBH		
Texas Coverage	CDT SERVICES	P		418 E 1st St	Dumas	TX	79029	806-934-5571	806-934-5578	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday CLOSED Sunday CLOSED	R/N	UBHS		
Texas Coverage	XPRESS WELLNESS URGENT CARE - LIBERAL, KS (W 15TH ST)	P		445 West 15th Street	Liberal	KS	67901	620-417-9012	620-417-9013	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UB		
Tillman	ALLIED HEALTH RESEARCH LABORATORY-DEAN - LAWTON, OK (NW CACHE RD)	P		5243 NW CACHE RD	LAWTON	OK	73505	580-248-9679	580-351-0911	Monday 8AM-3PM Tuesday 8AM-3PM Wednesday 8AM-3PM Thursday 8AM-3PM Friday 8-11AM Saturday Closed Sunday Closed	R/N	UBHS		
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Tulsa	ST JOHN URGENT CARE CLINIC - JENKS, OK (S ELM ST)	P		220 South Elm Street	Jenks	OK	74037	918-403-7146	918-856-5150	Monday 8AM-7:30PM Tuesday 8AM-7:30PM Wednesday 8AM-7:30PM Thursday 8AM-7:30PM Friday 9AM-6PM Saturday 9AM-6PM Sunday 9AM-6PM	R/N	UB	Y	
Tulsa	DIAGNOSTIC LABORATORY OF OKLAHOMA - JENKS, OK (E MAIN ST) **APPT REQ**	P		607 E Main St	Jenks	OK	74037	918-299-2381	918-299-2180	Monday 7AM-12:45PM, 1:45-4PM Tuesday 7AM-12:45PM, 1:45-4PM Wednesday 7AM-12:45PM, 1:45-4PM Thursday 7AM-12:45PM, 1:45-4PM Friday 7AM-12:45PM, 1:45-4PM Saturday Closed Sunday Closed	R/N	UH		
Tulsa	ST JOHN OCC HEALTH CLINIC - SAND SPRINGS, OK (W MORROW RD)	P		402 West Morrow Road	Sand Springs	OK	74063	918-872-6827	918-403-6303	Monday 8AM-5PM Tuesday 8AM-5PM Wednesday 8AM-5PM Thursday 8AM-5PM Friday 8AM-5PM Saturday Closed Sunday Closed	R/N	UB		
Tulsa	PICMED WELLNESS - TULSA , OK (E 51ST ST)	P		11014 East 51st Street	Tulsa	OK	74146	918-438-5005	918-438-5010	M - F 8:30am-5:00pm Sat 10:30am-2:00pm	R/N	UBHS	Y	
Tulsa	DIAGNOSTIC LABORATORY OF OKLAHOMA - TULSA, OK (S UTICA AVE) **APPT REQ**	P		1145 S UTICA AVE	TULSA	OK	74104	918-294-5330	918-294-5397	Monday 7AM-12:30PM, 1:30-4PM Tuesday 7AM-12:30PM, 1:30-4PM Wednesday 7AM-12:30PM, 1:30-4PM Thursday 7AM-12:30PM, 1:30-4PM Friday 7AM-12:30PM, 1:30-4PM Saturday Closed Sunday Closed	R/N	UH		
Tulsa	ST JOHN URGENT CARE CENTER	P		1717 S Utica Ave	Tulsa	OK	74104	918-748-1300	918-832-6075	Monday 8AM-7:30PM Tuesday 8AM-7:30PM Wednesday 8AM-7:30PM Thursday 8AM-7:30PM Friday 8AM-7:30PM Saturday 9AM-6PM Sunday 9AM-6PM	R/N	U		
Tulsa	TOMO DRUG TESTING - TULSA, OK (S MEMORIAL DR)	P		5640 South Memorial Drive	Tulsa	OK	74145	918-622-5669	918-624-2673	Monday 8AM-5PM Tuesday 8AM-5PM Wednesday 8AM-5PM Thursday 8AM-5PM Friday 8AM-5PM Saturday Closed Sunday Closed	R/N	UBHS	Y	
Tulsa	NATIONAL OCCUPATIONAL HEALTH - TULSA, OK (E 41ST ST) *APPT REQ*	P		6732 East 41st Street	Tulsa	OK	74145	918-794-4777	918-794-4778	Monday 8AM-6PM Tuesday 8AM-6PM Wednesday 8AM-6PM Thursday 8AM-6PM Friday 8AM-6PM Saturday Closed Sunday Closed	R/N	UBH		
Tulsa	ST JOHN URGENT CARE CENTER - TULSA, OK (S MEMORIAL DR)	P		8131 S Memorial Dr	Tulsa	OK	74133	918-872-6800	918-832-6091	Monday 8AM-7:30PM Tuesday 8AM-7:30PM Wednesday 8AM-7:30PM Thursday 8AM-7:30PM Friday 8AM-7:30PM Saturday 9AM-6PM Sunday 9AM-6PM	R/N	U		
Tulsa	TEAM PROFESSIONAL SERVICES - TULSA, OK (S MINGO RD)	P		8165 South Mingo Road	Tulsa	OK	74133	918-970-2323	918-970-2321	Monday 8AM-5PM Tuesday 8AM-5PM Wednesday 8AM-5PM Thursday 8AM-5PM Friday 8AM-5PM Saturday Closed Sunday Closed	R/N	UBH	Y	
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### Regular Hours Collections Sites

Offeror Name:		Energetix Corporation												
Offeror Point of Contact:		Keegan Miller												
Site Status:		O = Offeror's owned site, P = Third-party site												
Days:		M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday												
Services:		R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated												
Type:		U = Urine drug testing, H = Hair drug testing, S = Saliva drug testing, A = Alcohol testing												
Appointment Required:		Y = Yes, N = No												
County	Site Name	Site Status	Site Contact	Address	City	State	Zip	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment	Other instruction
Tulsa	DIAGNOSTIC LABORATORY OF OKLAHOMA - TULSA, OK (S 101ST E AVE) **APPT REQ**	P		8803 S 101ST EAST AVE	TULSA	OK	74133	918-459-0837	918-459-9287	Monday 7:30AM-1PM, 2-4:30PM Tuesday 7:30AM-1PM, 2-4:30PM Wednesday 7:30AM-1PM, 2-4:30PM Thursday 7:30AM-1PM, 2-4:30PM Friday 7:30AM-1PM, 2-4:30PM Saturday Closed Sunday Closed	R/N	UH		
Wagoner	PREMIER FAMILY CARE	P		1130 E Lansing St	Broken Arrow	OK	74012	918-258-9990	918-251-9339	Monday 8AM-5PM Tuesday 8AM-5PM Wednesday 8AM-5PM Thursday 8AM-5PM Friday 8AM-5PM Saturday Closed Sunday Closed	R/N	UB		
Washington	TOMO DRUG TESTING - BARTLESVILLE, OK (SE WASHINGTON BLVD)	P		2232 Southeast Washington Boulevard	Bartlesville	OK	74006	918-331-9982	918-331-9984	Mon - Fri: 8:00 AM - 12:00 PM	R/N	UBHS		
Washington	CROSSROADS CHIROPRACTIC	P		608 Delaware Avenue	Bartlesville	OK	74003	9182148637	9182148102	Tuesday 8:30AM-3:30PM Wednesday 8:30AM-5PM Thursday 8:30AM-3:30PM Friday 8:30AM-3:30PM Saturday Closed Sunday Closed	R/N	UB		
Washington	ST JOHN UC - BARTLESVILLE, OK (E FRANK PHILLIPS BLVD)	P		3550 Southeast Frank Phillips Boulevard	Bartlesville	OK	74006	918-338-3730		Monday 8AM-7:30PM Tuesday 8AM-7:30PM Wednesday 8AM-7:30PM Thursday 8AM-7:30PM Friday 9AM-6PM Saturday 9AM-6PM Sunday 9AM-6PM	R/N	U		
Washington	CROSSROADS CHIROPRACTIC	P		608 Delaware Avenue	Bartlesville	OK	74003	918-214-8637	918-214-8102	Monday 8:30AM-5PM Tuesday 8:30AM-3:30PM Wednesday 8:30AM-5PM Thursday 8:30AM-3:30PM Friday 8:30AM-3:30PM Saturday Closed Sunday Closed	R/N	UB		
Washita	XPRESS WELLNESS URGENT CARE	P		411 West Grand Avenue	Chickasha	OK	73018	405-224-0053	405-224-0056	Monday 8AM-8PM Tuesday 8AM-8PM Wednesday 8AM-8PM Thursday 8AM-8PM Friday 8AM-8PM Saturday 8AM-8PM Sunday 1-7PM	R/N	UBH		
Washita	ALLIED HEALTH RESEARCH LABORATORY-DEAN - LAWTON, OK (NW CACHE RD)	P		5243 NW CACHE RD	LAWTON	OK	73505	580-248-9679	580-351-0911	Monday 8AM-3PM Tuesday 8AM-3PM Wednesday 8AM-3PM Thursday 8AM-3PM Friday 8-11AM Saturday Closed Sunday Closed	R/N	UBHS		
Woods	ENTERO SERVICES	P		112 South Jackson Street	Enid	OK	73701	580-234-8585	580-297-5048	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-5PM Saturday Closed Sunday Closed	R/N	UBHS	Y	
Woodward	QUEST DIAGNOSTICS - CLINTON, OK (W GARY BLVD) **APPT REQ**	P		812 W Gary Blvd	Clinton	OK	73601	580-323-8418	580-323-1448	Monday 7AM-12:30PM, 1-4PM Tuesday 7AM-12:30PM, 1-4PM Wednesday 7AM-12:30PM, 1-4PM Thursday 7AM-12:30PM, 1-4PM Friday 7AM-12PM Saturday Closed Sunday Closed	R/N	UH		
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other instruction
										Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm				

Regular Hours Collections Sites

<b>Regular Hours Collections Sites</b>														
<b>Offeror Name:</b> Energetix Corporation		<b>Offeror Point of Contact:</b> Keegan Miller												
<b>Site Status:</b> O = Offeror's owned site, P = Third-party site														
<b>Days:</b> M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
<b>Services:</b> R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
<b>Type:</b> U = Urine drug testing, H = Hair drug testing, S = Saliva drug testing, A = Alcohol testing														
<b>Appointment Required:</b> Y = Yes, N = No														
County	Site Name	Site Status	Site Contact	Address	City	State	Zip	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment	Other instruction
Woodward	WEATHERFORD CHIROPRACTIC	P		500 North Washington Avenue	Weatherford	OK	73096	580-774-0611	580-774-0644	Monday 8:30AM-5PM Tuesday 8:30AM-5PM Wednesday 8:30AM-5PM Thursday 8:30AM-5PM Friday 8:30AM-12PM Saturday Closed Sunday Closed	R/N	UBHS		

**Exhibit #6**  
24 Hour Collections Sites

SEDES THE BID PREVIOUS													
Offeror Name:													
Offeror Point of Contact:													
Site Status: O = Offeror's owned site, Sub = Third-party site													
* Phone number provided is for after hours. Phone number for regular hours, see regular hours sites listing													
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated													
Type: U = Urine drug testing, H = Hair drug testing, S= Saliva drug testing, A = Alcohol testing													
Appointment Required: Y = Yes, N = No													
Oklahoma or Neighboring State County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	*Phone Number	Fax Number	Services	Type	Appointment Required	Other Instructions
Oklahoma	LOBDOCK IMPAIRMENT DETECTION - ON SITE	O	Keegan Miller, Ops Manager	2000 North Drexel Boulevard	Oklahoma City	OK	73107	405-822-0553	405-602-8402	R/N	UBHS	N	Statewide onsite coverage, based in Oklahoma City In office collections available 24/7/365
Marshall	ALLIANCE HEALTH - MADILL, OK ( S. 5TH AVE)	Sub		901 South 5th Avenue	Madill	OK	73446	580-795-0137	508-795-5973	R/N	U	N	

**Attachment F**

**STATE OF OKLAHOMA CONTRACT WITH ENERGETIX CORPORATION**

**Negotiated Exceptions to Solicitation 0900000539**

**STATEWIDE CONTRACT #0555**

The Solicitation is hereby amended as set forth below and supersedes all prior exceptions submitted by Energetix Corporation or discussed by the parties.

**Any Requested Exceptions Not Appearing Below Have Been Declined by the State**

RFP Section	Exception
<b>Attachment A. Contract Specific Terms, C.23.5</b>	<b>This item is hereby deleted in its entirety and replaced with the following:</b> “Successful offeror shall retain positive specimens for <i>one year</i> 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 <i>1 year</i> , the successful offeror shall <i>make the stated request to Quest Laboratory and undertake all efforts to comply with such request</i> . Successful offeror shall retain negative samples for at least three workdays following collection/testing in compliance with federal standards.”

# SW555 Energtx MSA \_Signature needed

Final Audit Report

2022-08-09

Created:	2022-08-05
By:	Asha Parks (asha.parks@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ7VLvfzGOkmQCuPWSJ7ug-fwsnv7Ev3

## "SW555 Energtx MSA \_Signature needed" History

-  Document created by Asha Parks (asha.parks@omes.ok.gov)  
2022-08-05 - 2:22:54 PM GMT
-  Document emailed to Steve Lobsinger (steve@energetixholdings.com) for signature  
2022-08-05 - 2:27:41 PM GMT
-  Email viewed by Steve Lobsinger (steve@energetixholdings.com)  
2022-08-05 - 5:10:03 PM GMT
-  Asha Parks (asha.parks@omes.ok.gov) replaced signer Steve Lobsinger (steve@energetixholdings.com) with susan@energetixholdings.com  
2022-08-05 - 8:44:07 PM GMT
-  Document emailed to susan@energetixholdings.com for signature  
2022-08-05 - 8:44:08 PM GMT
-  Email viewed by susan@energetixholdings.com  
2022-08-05 - 8:55:47 PM GMT
-  Signer susan@energetixholdings.com entered name at signing as Susan Lobsinger  
2022-08-08 - 8:30:20 PM GMT
-  Document e-signed by Susan Lobsinger (susan@energetixholdings.com)  
Signature Date: 2022-08-08 - 8:30:24 PM GMT - Time Source: server
-  Document emailed to tim.tuck@omes.ok.gov for signature  
2022-08-08 - 8:30:27 PM GMT
-  Email viewed by tim.tuck@omes.ok.gov  
2022-08-08 - 8:36:47 PM GMT
-  Signer tim.tuck@omes.ok.gov entered name at signing as Tim Tuck  
2022-08-08 - 8:37:18 PM GMT

 Document e-signed by Tim Tuck (tim.tuck@omes.ok.gov)

Signature Date: 2022-08-08 - 8:37:19 PM GMT - Time Source: server

 Document emailed to Dan Sivard (dan.sivard@omes.ok.gov) for signature

2022-08-08 - 8:37:24 PM GMT

 Email viewed by Dan Sivard (dan.sivard@omes.ok.gov)

2022-08-09 - 12:48:02 PM GMT

 Document e-signed by Dan Sivard (dan.sivard@omes.ok.gov)

Signature Date: 2022-08-09 - 12:48:45 PM GMT - Time Source: server

 Agreement completed.

2022-08-09 - 12:48:45 PM GMT