

**MAYOR'S SIGNATURE REQUEST**

---

**DOCUMENT TITLE:**

**CITY COUNCIL AUTHORIZATION:**

Date Authorized:

Legistar File ID:

---

**DOCUMENTS REVIEWED AS TO:**

Content: \_\_\_\_\_  
Contract Administrator

Content: \_\_\_\_\_  
Finance Director

Forms: \_\_\_\_\_  
City Attorney

---

**COMMENTS:**

Contract: RFPCL25-006

Vendor(s): Allied Laboratories and Statcare Urgent and Walk in Medical Care

**CITY APPROVAL**

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The City of Lawton, Oklahoma  
a Municipal Corporation

\_\_\_\_\_  
Stanley Booker, Mayor

ATTEST:

\_\_\_\_\_  
Donnalynn Blazek-Scherler, City Clerk

**LEGAL REVIEW**

APPROVED, as to form and legality on behalf of the City of Lawton on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Attorney



*Human Resources Department*

212 SW 9<sup>th</sup> Street

Lawton, OK, 73501

(580) 581-3392 Phone (580) 581-3530 fax

TO: Deaven Newell, Accountant  
THRU: Craig Akard, Human Resources Director *CA*  
FROM: Candy Brown, Deputy Director Human Resources  
RE: RFPCL 25-006 Employee Drug & Alcohol Screening for Normal Business &  
After- Hours  
DATE: October 17, 2024

The City of Lawton received two (2) proposals in response to RFPCL25-006 for employee drug and alcohol screening for normal business & after-hours from the following vendors: Allied Laboratories and Statcare Urgent and Walk in Medical Care.

The proposals were reviewed by the Human Resources staff. Allied Laboratories was the lowest bidder. The proposal meets specifications in all respects. Allied Laboratories is the current vendor facilitating employee drug and alcohol screens for the City of Lawton. Allied Laboratories has established an excellent working relationship with the City of Lawton. The department recommends awarding the contract to Allied Laboratories.

The cost of employee drug and alcohol screens was budgeted to be paid out of the Professional and Technical Service Account, 100-01-15-1501-000-52002.

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Deaven Newell*

## ABSTRACT OF BIDS

CL/RFP Number RFPCL25-006		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number <u>3</u>	
CL/RFP Title Employee Drug and Alcohol Screening for Normal Business, After Hours		Date Opened: October 9, 2024		Allied Lab, INC Deana Walters P O Box 6834 Lawton, OK 73506 580-248-9679 <a href="mailto:lawtonlab5243@gmail.com">lawtonlab5243@gmail.com</a>		Statcare Urgent & Walk In Medical Care PLLC Priti Jain 135 Mineola Blvd New York, NY 11501 917-310-3371 <a href="mailto:occhealthgrp@naomedical.com">occhealthgrp@naomedical.com</a>		Comanche County Hospital Authority DBA MMG Occupational Medicine George Kruger 3201 W Gore Blvd Suite G-1 Lawton, OK 73505 580-355-9675 <a href="mailto:occupationalhealth@ccmhhealth.com">occupationalhealth@ccmhhealth.com</a>	
Fincancial Services: Buyer Colbie Garrett		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes		As required Yes Yes Yes		As required Yes Yes Yes	
Item No.	Description of Bid Item			Normal Workday Cost	After-Hours or Weekend Cost	Normal Workday Cost	After-Hours or Weekend Cost	Normal Workday Cost	After-Hours or Weekend Cost
1	DOT Drug Screen Testing (including MRO services)			\$45.00	\$70.00	\$60.000	\$360.00	\$45.000	\$45.00
2	Non-DOT Drug Screen Testing (including MRO services)			\$45.00	\$70.00	\$60.000	\$360.00	\$45.000	\$45.00
3	DOT Breath Alcohol			\$30.00	\$40.00	\$60.000	\$360.00	\$40.000	n/a
4	Non-DOT Breath Alcohol			\$30.00	\$40.00	\$60.000	\$360.00	\$40.000	n/a

\*\*100.00 cal os fee\*\*

# City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 <sup>th</sup> Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: <a href="mailto:deaven.newell@lawtonok.gov">deaven.newell@lawtonok.gov</a>  ACCEPTING ELECTRONIC BIDS ON: <a href="http://www.bidnetdirect.com/oklahoma/cityoflawton">www.bidnetdirect.com/oklahoma/cityoflawton</a>	
Date Proposal Typed: <b>September 20, 2024</b>	Date(s) Advertised: <b>September 24, 2024</b>	No Proposals Received After: <b>October 9, 2024 2:00 P.M.</b>	
Proposal Number and Title: <small>RFPCL25-006 EMPLOYEE DRUG AND ALCOHOL SCREENING FOR NORMAL BUSINESS, AFTER HOURS &amp; WEEKENDS</small> Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Proposal valid until: <b>November 30, 2024 11:59p CST</b>	
Bid Openings are held at Lawton City Hall 2 <sup>nd</sup> Floor Conference Room 212 SW 9 <sup>th</sup> Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: <b>Allied Lab, Inc Lawton, OK 73505 De Ana M Walters, President</b>		Reason for No Proposal:	
Mailing Address: <b>Po Box 6834</b>			
City: <b>Lawton</b> State: <b>OK</b> Zip: <b>73506</b>	Delivery: <b>Hand Delivery to Clerk</b>		
Area Code and Phone Number: <b>580.248.9679</b>	Email Address: <b>lawtonlabs243@gmail.com</b>		
Federal Employer Identification Number or Social Security Number <b>46-1582537</b>			

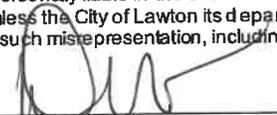
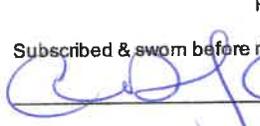
**THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED**

**AFFIDAVIT:**

STATE OF Oklahoma COUNTY OF Comanche, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Allied Lab Inc  
 Address: 5243 NW Cache Rd  
Lawton, OK 73505  
(City, State, Zip)  
 Phone: 580.248.9679

  
 SIGNATURE OF AUTHORIZED AGENT  
De Ana M Walters, President  
 PRINT/TYPE NAME/TITLE  
 Subscribed & sworn before me this 9 day of October, 2024.  
  
 My Commission expires: 10-3-2024  
 Notary Public

CONDITIONS FOR SUBMITTING PROPOSALS  
PAGE 1 OF 11

FORM REVISED 2/14/22

**NOTARY SEAL**  
 EMMANUEL DE JESUS GARCIA  
 Notary Public - State of Oklahoma  
 Commission Number 23013290  
 My Commission Expires Oct 3, 2027

**PROPOSED CHARGES FOR PROFESSIONAL MEDICAL SERVICES AS SPECIFIED  
IN REQUEST FOR PROPOSALS**  
Complete this page indicating unit cost to be charged the City of Lawton for medical services.

Service Pricing Fees	Normal Workday Cost	After-Hours or Weekend Cost
<b>A. Drug/Alcohol Testing</b>		
1. DOT Drug Screen Testing (including MRO services)	\$ <u>45.00</u> each	\$ <u>70.00</u> each
2. Non-DOT Drug Screen Testing (including MRO services)	\$ <u>45.00</u> each	\$ <u>70.00</u> each
3. DOT Breath Alcohol	\$ <u>30.00</u> each	\$ <u>40.00</u> each
4. Non-DOT Breath Alcohol	\$ <u>30.00</u> each	\$ <u>40.00</u> each
<b>Service Data Questionnaire</b>		
1. Will you provide secure web-based access to test results for drug and alcohol testing?	Yes. eScreen123 and myeScreen.com	
2. Will you provide electronic web-based negative drug and alcohol test results to multiple people while not providing positive results to the same people?	Results available to DER and other designees via phone or available online 24-7 POSITIVES TO DER ONLY	
3. Will you provide electronic web-based positive drug and alcohol test results to limited people?	POSITIVES TO DER ONLY	
4. Please provide the name and phone number for your after-hours and weekend contact person.	Douglas L. Waters, CRE, BAA Cell 580-591-6148 15 min max	
5. Will you provide itemized billing?	Yes. Monthly invoice provided	
6. Will you provide utilization reports on a monthly basis? Please provide a sample report.	Yes. If requested by DER	
7. Will you provide utilization reports broken down by City Departments on a monthly basis?	Yes. If requested by DER	
8. Will you provide utilization reports broken down by type of service on a monthly basis?	Yes. If requested by DER	
9. Will you provide utilization reports in an electronic format such as over the web or in MS Excel?	Yes. Reporting to DER	
10. List the specific location(s) for delivery of services. If different for specific services, please list and identify the service.	all services provided at the 5213 NW Cache Rd Location/lab	
11. Will you provide testing within the specified time frames? If no, please list the time frames needed for each service.	response to lab services within 1 hour Testing results reporting a timely manner with exceptions	
12. Please provide 3 references that have used your services including name of contact, title, name of organization and phone number.	① Lawton Public Schools, Sheila Pett 357-6900 ② Apache Casino Hotel, T. Poemich 394-1036 ③ Ford Roofing, Jeff. Jung, 355-5547	
13. Provide proof of the following licensure and accreditation requirements: a. Licensure issued by the U.S. Department of Health and Human Services (HHS; attach CLIA certificate)	Here/Abbott Laboratories CLIA # 19D8457328 SAMHSA # NCLP LabNO 0083 Allied Lab - OSDH - License # 8003	

\* See attached complete list

<p>b. Proof of having met the minimum standards to engage in urine drug testing for federal agencies. Provide proof of the last inspection by HHS or Office of Drug and Alcohol Policy and Compliance (ODAPC) to include any findings and/or Corrective measures.</p>	<p>See ODAPC Certificates  See SAPAA Certificates  See eScreen Certificates  See Clearing house info  See Laboratory Certificates</p>
<p>14. Provide proof of compliance with ongoing implementation of Health and Human Services (HHS) and Department of Transportation (DOT) prescribed procedures and controls on accuracy &amp; confidentiality of testing, reporting, record keeping &amp; specimen handling.</p>	<p>See attached letter and results page</p>
<p>15. Provide proof that the full-time laboratory director is an M.D., licensed to practice medicine in the State of Oklahoma, and board-certified in anatomical and clinical pathology.</p>	<p>Robert C. Balogh MD  OSBMLS Lic# 25362</p>
<p>16. Provide an example of a chemistry (chem) panel and a CBC sample report.</p>	<p>See attached</p>
<p>17. Describe your customer support services including your ability to provide prompt response to inquiries.</p>	<p>Phones answered during business hrs  after hours response 15 minutes total</p>
<p>18. Does the proposed MRO meet the DOT guidelines? (Please see <a href="http://www.dot.gov/ost/dapc/">http://www.dot.gov/ost/dapc/</a> (49 CFR part 40)</p>	<p>Brian Heinen, SR. M.D.  Cert# 991003119 AAMRO</p>

**GENERAL CONDITIONS FOR SUBMITTING PROPOSALS TO  
THE CITY OF LAWTON, OKLAHOMA.**

**VENDOR – TO ENSURE CONSIDERATION OF THE  
PROPOSAL, CAREFULLY FOLLOW THESE INSTRUCTIONS.  
FAILURE TO DO SO MAY RESULT IN THE REJECTION OF  
YOUR PROPOSAL WITHOUT FURTHER CONSIDERATION  
OR NOTICE TO YOU.**

**SEALED DOCUMENTS:** All proposals and this form must be executed and submitted in a sealed envelope or other sealed container. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE OR CONTAINER.) The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time by which proposals must be submitted in order to be considered and the project number. Proposals not submitted with this form shall be rejected. All proposals are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Proposals will be considered only on first quality products. Copies of specifications, drawings, schedules or special instructions necessary for preparation of a proposal are on file with the City Clerk and may be examined during normal working hours.

**ELECTRONIC SEALED DOCUMENTS:** The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at to <https://www.bidnetdirect.com/oklahoma> participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

1. **EXECUTION OF PROPOSAL SUBMISSION:** Proposal documents must contain an original signature of authorized representative in the space provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY VENDOR TO PROPOSAL MUST BE INITIALIZED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO PROPOSAL:** If not submitting a proposal, respond by returning page one (1), marking it "NO PROPOSAL SUBMITTED," and explain the reason in the space provided. Failure to submit a proposal three (3) times in succession shall be cause or removal of the supplier's name from the information mailing list, without further notice. **NOTE:** To qualify as having responded, a vendor must submit a "NO PROPOSAL SUBMITTED," and it must be received no later than the stated proposal opening date and hour.
3. **OBJECTIONS/CHALLENGES:** should a vendor have an objection to or challenge the request, the vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the deadline for submission of proposals. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Request for Proposal. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list, or who have submitted proposals prior to the date and time for proposal submission, will be provided an addendum which addresses the

challenge. Challenges/Objections not considered valid will be so stated to the objecting party.

4. **PROPOSAL OPENING:** Proposal opening occurs at the time specified on the proposal form. It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not delivered at the proper time and place will not be considered. Proposals by telegram, facsimile or telephone are not acceptable. NOTE: Proposals may be examined during normal working hours by appointment, after the date and time of proposal opening. Proposals become the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn at any time prior to the proposal opening date and time. After proposals are opened, all proposals will be considered firm and valid until accepted or rejected by the City.
6. **AWARDS:**
  - a. As the best interest of the City may require, the right is reserved to:
    1. Accept any individual item, group of items, all or none, or a combination thereof contained within a proposal.
    2. To modify a suggested project, based upon proposals received.
    3. To reject any and all proposals or waive any minor irregularity or technically in proposals received.
  - b. Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract. The City reserves the right to excerpt portions of proposals and recombine them in any combination, which may then be submitted to prospective vendors as an Invitation for Bid.
7. **ACCEPTANCE OF PROPOSAL:** This document constitutes only the vendor's proposal until it is accepted by the City Council for the City of Lawton and a contract is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision(s), or minor project guideline deviation(s) when considered to be in the best interest of the City.
9. **CHANGES TO PROJECT GUIDELINES:** Proposals are to be submitted in accordance with the project guidelines provided. Any exceptions to the project guidelines must be indicated in the place provided on the specifications page(s) or by separate letter from the vendor, if place is not provided on the specifications page(s). Changes in project guidelines reducing the quality, versatility or applicability of the product or service may cause the rejection of the proposal. The City shall make the final determination. Failure to put the City on notice of any deviation from the project guidelines may cause the proposal to be rejected at the discretion of the City.
10. **MISTAKES:** Vendors are expected to examine the project guidelines, delivery schedule, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The vendor must provide information pertinent to items proposed. Complete catalogs are not necessary. If furnished, however, the vendor must identify the exact location in the catalog and circle or identify clearly the item being proposed.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trades name brand names, information and/or catalog numbers listed in project guidelines are for information and are not intended to limit competition. The vendor may offer any brand, which meets or exceeds the specification(s) for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturers' name and model number. Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous proposal will not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and should not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the proposal form.
13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample meets project guidelines and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor. If the sample satisfies the project guidelines, the cost of testing shall be borne by the City.
15. **NON-CONFORMANCE TO PROJECT GUIDELINES:** Items may be tested for compliance with project guidelines by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item proposed as a result of this Request for Proposal shall be new (current model at the time of the proposal). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the ordering agency. The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
  - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
  - b. Report damage (whether visible or concealed) to the carrier and vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

- c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the vendor, or for a reasonable time after notification to the vendor, whichever comes first.
  - d. Provide the vendor with a copy of the carrier's Bill of Landing and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon entry into any contract with the City, vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the project guidelines attached hereto and made a part of any proposal submitted or contract awarded; vendor further warrants that same shall be of good material and workmanship and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet project guidelines authorized the City to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting vendor. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, vendor, upon notice thereof from the City, shall promptly correct or replace the same at vendor's expense. If vendor shall fail so to do, the City may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, all such goods will be held at vendor's risk. The City may, and at vendor's direction shall, return such goods to vendor at vendor's risk, and all transportation charges, both to and from original destination, shall be paid by vendor. Any payment for such goods shall be refunded by vendor unless vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Proposals shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The vendor shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the vendor's breach of any agreement entered or the vendor's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the project guidelines, firm fixed prices shall be submitted F.O.B. Lawton at the indicated Department's address and shall include packing, handling and shipping charges fully prepaid by the vendor. Proposal prices shall be valid for a minimum of sixty (60) days from the date of proposal opening, and shall thereafter remain firm for the life of any contract awarded by the City to a vendor.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Vendors are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned, prepared on

Accounting Division Forms, unless instructed otherwise in the Request for Proposal or executed contract agreement.

25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the proposal or resulting agreement pursuant to the cancellation clause, if one is included as a part of the Request for Proposal, and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated. Proposals which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or which otherwise indicate that prices reflected are infirm or subject to change, will be deemed non-conforming unless the proposal specifications specifically provide for price escalation. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the vendor.
26. **SUMMARY OF TOTAL SALES:** If any agreement is entered into as the result of the acceptance of a Request for Proposal or any proposal submitted, the vendor agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached project guidelines.
27. **PAYMENT:**
  - a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated in any agreement entered into as the result of the submission of a Request for Proposal. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting the Request for Proposal shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the vendor wishes to ship or service from a point other than the home office, he will furnish a written list of these locations to the City. **HOWEVER, NO ORDERS WILL BE PRESENTD TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
  - b. **REQUIREMENTS ONLY PURCHASES:** Any contract resulting from the submission of a Request for Proposal shall be for the quantities actually ordered during the life of the agreement only. Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities actually ordered and delivered. The City reserves the right to purchase none of the product or more than the quantity indicated in the proposal.
  - c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
  - d. **DISCOUNTS:** Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

- e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Request for Proposal hereunder is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All vendors must disclose with the proposal the name of any Officer, Director or Agent who is also an employee of the City of Lawton or any of its Agencies or Subdivisions. Further, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The vendor, without exception, shall indemnify and save harmless the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any contract resulting from the submission of this Request for Proposal, including its use by the City of Lawton. If the vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
31. **FACILITIES:** The City reserves the right to inspect the vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, the City shall have the right to terminate any agreement resulting from the submission of this Request for Proposal upon written notice to the vendor without prejudice to any claim for damages or any other right of the City under any agreement resulting from the submission of this Request for Proposal to the time of such termination.
33. **ASSIGNMENT:** No agreement resulting from the submission of this Request for Proposal shall be assigned by the vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the project guidelines, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the entry into any agreement:
- a. **General Liability:** The vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies

shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.

- b. **Automobile Liability:** The vendor shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the vendor shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.
- c. **Workers' Compensation:** The vendor shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the vendor and the City against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be submitted as a part of the proposal and maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds nor Performance Bonds are required unless specifically set forth in the project guidelines attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the project guidelines, proposals filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. This amount will be retained by the City as damages in the event the successful vendor fails to comply with the terms of any agreement entered into as a result of this Request for Proposal but shall in no way pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful vendors within a reasonable time after the acceptance of a proposal, and to the successful vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a Performance Bond is required under the project guidelines, the successful vendor must, prior to the entry into any agreement, post the bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. The Bidder's Bond posted will be returned to the successful vendor upon posting of the Performance Bond and completion of any additional requirements for execution of any agreement by the vendor. The Performance Bond will be released or returned to the vendor, as appropriate after satisfactory completion of the contract and the performance period as stated in the project guidelines attached or any amendments thereto.

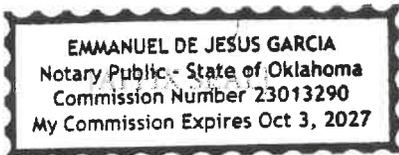
36. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.
- a. Vendor specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the vendor prior to submission of the proposal and the City Council's acceptance thereof.
  - b. When time is not of the essence, this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Vendor agrees, in connection with the performance of work under any agreement entered as a result of this Request for Proposal, as follows:
- a. Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
  - b. The vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under any agreement entered into as a result of this Request for Proposal.
  - c. In the event of the vendor's non-compliance with the above non-discrimination clause, any agreement entered into as a result of this Request for Proposal may be terminated by the City. The vendor may be declared by the City until satisfactory proof of intent to comply is made by the vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of any agreement entered into as a result of this Request for Proposal or award letter shall be furnished to each successful vendor as a result of this Request for Proposal. It shall be the vendor's responsibility to reproduce and distribute copies of any agreement entered in to as a result of this Request for Proposal to all distribution points listed in this Request for Proposal who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to any agreement entered into as a result of this Request for Proposal by the vendor.
39. **ADVERTISING:** In submitting this proposal, vendor agrees not to use the results therefrom as a part of any commercial advertising.

40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under any agreement entered into as a result of this Request for Proposal may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
  - b. Any such termination shall be effected by the delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
  - c. After receipt of a notice of termination, the vendor shall stop work and/or place no further orders under any agreement entered into as a result of this Request for Proposal on the date and to the extent specified in the notice of termination.
41. **VENUE:** Any agreement entered into as a result of this Request for Proposals shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items for which the City solicits bids or proposals are on the Oklahoma State Contract. The City is eligible to purchase from the State contract and will check the prices on the State contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. No agreement entered into as a result of this Request for Proposals may be modified except in writing and signed by both parties.
44. **SURVIVAL OF TERMS:** All terms, conditions, specifications, and requirements set forth in this Request for Proposals shall survive the execution of and become a part of any agreement entered into unless specifically deleted in writing and signed by both parties to the agreement.
45. **ENERGY SAVINGS:** Oklahoma is an energy conservation State, and we welcome any comments on your proposal that would indicate energy savings. Energy savings will be considered on all proposals where project guidelines call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma  
COUNTY OF Comanche SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Allied Lab Inc / Deana Walters  
Business Name / Contractor Name

[Signature]  
Signed  
Print: Deana M Walter

Attested to before me this 9 day of October 2021

[Signature]  
Notary Public

My Commission Expires October 3 2021

**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

Alere Toxicology Services, Inc.

FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM



SPECIMEN ID NO. 7910961933



1111 Newton St., Gretna, LA 70053 Phone: 800.433.3823
450 Southlake Blvd., Richmond, VA 23236 Fax: 504.361.8298

LAB NUMBER

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address I.D. No.

Allied Lab Inc.
City of Lawton HR Department - 46113-179
212 SW 9th Street
Lawton, OK 73501
Phone: 580-581-3572 Fax: 580-581-3530



Lab Acct #: Z0461130

B. MRO Name, Address, Phone No. and Fax No.

Dr. Brian N. Heinen
151 Leon Ave.
Eunice, LA 70535
Phone: 888-382-2281
Fax: 913-752-3148

C. Donor SSN, Employee I.D., or CDL State and No. OK M082966938

D. Specify Testing Authority: HHS NRC Specify DOT Agency: FMCSA FAA FRA FTA PHMSA USCG

E. Reason for Test: Pre-employment Random Reasonable Suspicion/Cause Post Accident Return to Duty Follow-up Other (specify)

F. Drug Tests to be Performed: THC, COC, PCP, OPI, AMP THC & COC Only Other (specify)

G. Collection Site Address:

Allied Lab Inc. - 46113
5243 NW Cache Rd
Lawton, OK 73505

46113
Clinic ID

Collector Contact Info: Phone 580-248-9679

Fax 580-351-0911

Other

STEP 2: COMPLETED BY COLLECTOR (make remarks when appropriate).

URINE ORAL FLUID

COLLECTION: Split Single None Provided, Enter Remark

URINE: Collector reads urine temperature within 4 minutes. Temperature between 90° and 100° F? Yes No, Enter Remark Observed, Enter Remark

ORAL FLUID: Split Type: Serial Concurrent Subdivided Each Device Within Expiration Date? Yes No Volume Indicator(s) Observed

REMARKS:

STEP 3: Collector affixes seal(s) to bottle(s)/tube(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY TEST FACILITY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable Federal requirements.

X
Signature of Collector
De Ana Walters
09 / 02 / 2021
9:39:54
AM
(Print) Collector's Name (First, MI, Last) Date (Mo/Day/Yr) Time of Collection

SPECIMEN BOTTLE(S)/TUBE(S) RELEASED TO:

FEDEX
Name of Delivery Service

STEP 5: COMPLETED BY DONOR

I certify that I provided my urine specimen to the collector; that I have not adulterated it in any manner; each specimen bottle used was sealed with a tamper-evident seal in my presence; and that the information provided on this form and on the label affixed to each specimen bottle is correct.

X
Signature of Donor
(Print) Donor's Name (First, MI, Last)
Date (Mo/Day/Yr)
09 / 02 / 2021
Email Day Phone (580) Evening Phone ( ) Not Provided Date of Birth 09 / 03 /

After the Medical Review Officer receives the test results for the specimen identified by this form, he/she may contact you to ask about prescriptions and over-the-counter medications you may have taken. Therefore, you may want to make a list of those medications for your own records. THIS LIST IS NOT NECESSARY. If you choose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). - DO NOT PROVIDE THIS INFORMATION ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.

STEP 6: COMPLETED BY MEDICAL REVIEW OFFICER - PRIMARY SPECIMEN

URINE ORAL FLUID

In accordance with applicable Federal requirements, my verification is:

Negative Positive for:
Dilute
Refusal to Test because - check reason(s) below: TEST CANCELLED
ADULTERATED (adulterant/reason):
SUBSTITUTED
OTHER:

REMARKS:

X
Signature of Medical Review Officer
(Print) Medical Review Officer's Name (First, MI, Last)
Date (Mo/Day/Yr)

STEP 7: COMPLETED BY MEDICAL REVIEW OFFICER - SPLIT SPECIMEN

In accordance with applicable Federal requirements, my verification for the split specimen (if tested) is:

RECONFIRMED for: TEST CANCELLED
FAILED TO RECONFIRM for:

REMARKS:

X
Signature of Medical Review Officer
(Print) Medical Review Officer's Name (First, MI, Last)
Date (Mo/Day/Yr)



# Specimen Result Certificate

Printed by: 46113 - Allied Lab Inc.  
ID Number: 7910961933

Report printed on 10/20/2021 03:49 PM Page 1 of 1

Attention: Candy Brown City of Lawton HR Department 212 SW 9th Street Lawton, OK 73501 Collection Site: 46113-Allied Lab Inc.	Verification Date 9/10/2021 01:38 PM CST	Medical Review Officer: Dr. Brian N. Heinen 151 Leon Ave. Eunice LA 70535 888-382-2281
---	---	--

Donor Name: _____	Donor SSN: _____
Date Of Test: 9/2/2021	Donor ID: OK M. _____
ID Number: 7910961933	Reason for Test: Pre-employment
Laboratory: ALERE	Regulation: DOT-FMCSA Specimen Type: Urine

Drugs Tested:		Laboratory	Laboratory	Laboratory	Laboratory		
Drug Name	Result	Screening Cutoff *	Confirmation Cutoff *	Drug Name	Result	Screening Cutoff *	Confirmation Cutoff *
Marijuana	Negative	50 ng/ml	15 ng/ml	Hydrocodone/Hydromorphone	Negative	300 ng/ml	100 ng/ml
Cocaine	Negative	150 ng/ml	100 ng/ml	Oxycodone/Oxymorphone	Negative	100 ng/ml	100 ng/ml
Amphetamines	Negative	500 ng/ml	250 ng/ml	PCP	Negative	25 ng/ml	25 ng/ml
Opiates	Negative	2000 ng/ml	2000 ng/ml	MDMA/MDA	Negative	500 ng/ml	250 ng/ml
6-Monoacetylmorphine	Negative	10 ng/ml	10 ng/ml				

**Final Result Disposition: Negative**

CCF Record Date and Data Entry Operator : 9/2/2021 - Maxfield, Melissa

**TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER**

I have reviewed the laboratory results for the specimen identified by this form in accordance with applicable Federal requirements. My determination/verification is:

Negative     
  Positive     
  Test Cancelled     
  Refusal to test because  
 Dilute     
  Adulterated     
  Substituted

REMARKS:

Dr. Brian N. Heinen      *Brian N Heinen MD*      9/10/2021 01:38 PM

(PRINT) Medical Review Officer's Name      Signature of Medical Review Officer      Date (Mo./Day/Yr.)

\* Represents laboratory screening and confirmation values.      †Represents class (Sub-Class Abbreviation)

FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM

Alere Toxicology

1111 Newton St., Gretna, LA 70053  
450 Southlake Blvd., Richmond, VA 23236

Phone: 800.433.3823  
Fax: 504.361.8298



SPECIMEN ID NO. 7907903390

Courier Tracking Number

OMB No. 0930-0158

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address, I.D. No.

Allied Lab Inc.  
City of Lawton HR Department - 46113-179  
212 SW 9th Street  
Lawton, OK 73501  
Phone: 580-581-3572 Fax: 580-581-3530



Lab Acct #: Z0461130

B. MRO Name, Address, Phone and Fax No.

Dr. Brian N. Heinen  
151 Leon Ave.  
Eunice, LA 70535  
Phone: 888-382-2281  
Fax: 913-752-3148

C. Donor SSN or Employee I.D. No. ORA562745

D. Specify Testing Authority:  HHS  NRC Specify DOT Agency:  FMCSA  FAA  FRA  FTA  PHMSA  USCG

E. Reason for Test:  Pre-Employment  Random  Reasonable Suspicion/Cause  Post Accident  Return to Duty  Follow Up  Other (Specify)

F. Drug Tests to be Performed:  THC, COC, PCP, OPI, AMP  THC & COC Only  Other (Specify)

G. Collection Site Address:

Allied Lab Inc. - 46113  
5243 NW Cache Rd  
Lawton, OK 73505

46113  
Clinic ID

Collector Phone No. 580-248-9679

Collector Fax No. 580-351-0911

STEP 2: COMPLETED BY COLLECTOR (make remarks when appropriate) Collector reads specimen temperature within 4 minutes.

Temperature between 90° and 100° F?  Yes  No. Enter Remark Collection:  Split  Single  None Provided, Enter Remark  Observed, Enter Remark

REMARKS:

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY TEST FACILITY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable Federal requirements.

X

Signature of Collector

07 / 19 / 2021

9:30:51

AM  
 PM

SPECIMEN BOTTLE(S) RELEASED TO:

FEDEX  
Name of Delivery Service

STEP 5: COMPLETED BY DONOR

I certify that I provided my urine specimen to the collector, that I have not adulterated it in any manner; each specimen bottle used was sealed with a tamper-evident seal in my presence; and that the information provided on this form and on the label affixed to each specimen bottle is correct.

X

Signature of Donor

(PRINT) Donor's Name (First, MI, Last)

07 / 19 / 2021  
Date (Mo./Day/Yr.)

Daytime Phone No. (580) \_\_\_\_\_

Evening Phone No. ( ) Not Provided

Date of Birth 01 / 15 / \_\_\_\_\_  
Date (Mo./Day/Yr.)

After the Medical Review Officer receives the test results for the specimen identified by this form, he/she may contact you to ask about prescriptions and over-the-counter medications you may have taken. Therefore, you may want to make a list of those medications for your own records. THIS LIST IS NOT NECESSARY. If you choose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). - DO NOT PROVIDE THIS INFORMATION ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.

STEP 6: COMPLETED BY MEDICAL REVIEW OFFICER - PRIMARY SPECIMEN

In accordance with applicable Federal requirements, my verification is:

Negative  Positive for: \_\_\_\_\_

Dilute

Refusal to Test because - check reason(s) below:

TEST CANCELLED

ADULTERATED (adulterant/reason): \_\_\_\_\_

SUBSTITUTED

OTHER: \_\_\_\_\_

REMARKS: \_\_\_\_\_

X \_\_\_\_\_  
Signature of Medical Review Officer (PRINT) Medical Review Officer's Name (First, MI, Last) Date (Mo./Day/Yr.)

STEP 7: COMPLETED BY MEDICAL REVIEW OFFICER - SPLIT SPECIMEN

In accordance with applicable Federal requirements, my verification for the split specimen (if tested) is:

RECONFIRMED for: \_\_\_\_\_

TEST CANCELLED

FAILED TO RECONFIRM for: \_\_\_\_\_

REMARKS: \_\_\_\_\_

X \_\_\_\_\_  
Signature of Medical Review Officer (PRINT) Medical Review Officer's Name (First, MI, Last) Date (Mo./Day/Yr.)

3848483

COPY 4 - EMPLOYER COPY



# Specimen Result Certificate

Printed by: 46113 - Allied Lab Inc.  
ID Number: 7907903390

Report printed on 10/20/2021 03:47 PM Page 1 of 1

Attention: Candy Brown City of Lawton HR Department 212 SW 9th Street Lawton, OK 73501 Collection Site: 46113-Allied Lab Inc.	Verification Date 7/23/2021 08:42 AM CST  Medical Review Officer: Dr. Brian N. Heinen 151 Leon Ave. Eunice LA 70535 888-382-2281
---	---

Donor Name: _____ Date Of Test: 7/19/2021 ID Number: 7907903390	Donor SSN: _____ Donor ID: ORA562745 Reason for Test: Reasonable Suspicion/Cause  Regulation: DOT-FMCSA Specimen Type: Urine
Laboratory: ALERE	

Drugs Tested:							
Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana	Negative	50 ng/ml	15 ng/ml	6-Monoacetylmorphine	Negative	10 ng/ml	10 ng/ml
Cocaine	Negative	150 ng/ml	100 ng/ml	Hydrocodone/Hydromorphone	Negative	300 ng/ml	100 ng/ml
Amphetamines	Positive	500 ng/ml	250 ng/ml	Oxycodone/Oxymorphone	Negative	100 ng/ml	100 ng/ml
Amphetamine	Positive	500 ng/ml	250 ng/ml	PCP	Negative	25 ng/ml	25 ng/ml
Methamphetamine	Positive	500 ng/ml	250 ng/ml	MDMA/MDA	Negative	500 ng/ml	250 ng/ml
Opiates	Negative	2000 ng/ml	2000 ng/ml				

Final Result Disposition: **Positive**

CCF Record Date and Data Entry Operator : 7/19/2021 - Heinen, Brian

**TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER**

I have reviewed the laboratory results for the specimen identified by this form in accordance with applicable Federal requirements. My determination/verification is:

Negative     
 Positive     
 Test Cancelled     
 Refusal to test because  
 Dilute     
 Adulterated     
 Substituted

REMARKS:

Dr. Brian N. Heinen      *Brian N Heinen MD*      7/23/2021 08:42 AM

(PRINT) Medical Review Officer's Name      Signature of Medical Review Officer      Date (Mo./Day/Yr.)

\* Represents laboratory screening and confirmation values.      † Represents class (Sub-Class Abbreviation)





# Specimen Result Certificate

Printed by: 46113 - Allied Lab Inc.  
ID Number: 7909464543

Report printed on 10/20/2021 03:40 PM Page 1 of 1

Attention: Candy Brown City of Lawton HR Department 212 SW 9th Street Lawton, OK 73501 Collection Site: 46113-Allied Lab Inc.	Verification Date 10/15/2021 02:38 PM CST  Medical Review Officer: Dr. Brian N. Heinen 151 Leon Ave. Eunice LA 70535 888-382-2281
---	--

Donor Name: _____ Date Of Test: 10/14/2021 ID Number: 7909464543	Donor SSN: XXX-XX-7918 Donor ID: OKE _____ Reason for Test: Random  Regulation: Non-DOT Specimen Type: Urine
Laboratory: ALERE	

**Drugs Tested:**

Drug Name	Result	Laboratory		Drug Name	Result	Laboratory	
		Screening Cutoff *	Confirmation Cutoff *			Screening Cutoff *	Confirmation Cutoff *
Marijuana	Negative	50 ng/ml	15 ng/ml	Opiates	Negative	2000 ng/ml	2000 ng/ml
Cocaine	Negative	300 ng/ml	150 ng/ml	PCP	Negative	25 ng/ml	25 ng/ml
Amphetamines	Negative	1000 ng/ml	500 ng/ml				

**Final Result Disposition: Negative**

Remarks:

\* Represents laboratory screening and confirmation values.

†Represents class (Sub-Class Abbreviation)

Alere Toxicology Services, Inc.



SPECIMEN ID NO. 7909464518

FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM



1111 Newton St., Gretna, LA 70053 Phone: 800.433.3823
450 Southlake Blvd., Richmond, VA 23236 Fax: 504.361.8298

LAB NUMBER

OMB No. 0930-0158

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address I.D. No.

Allied Lab Inc.
City of Lawton HR Department - 46113-179
212 SW 9th Street
Lawton, OK 73501
Phone: 580-581-3572 Fax: 580-581-3530



Lab Acct #: Z0461130

B. MRO Name, Address, Phone No. and Fax No.

Dr. Brian N. Heinen
151 Leon Ave.
Eunice, LA 70535
Phone: 888-382-2281
Fax: 913-752-3148

C. Donor SSN, Employee I.D., or CDL State and No.

OK R084020436

D. Specify Testing Authority:

HHS NRC Specify DOT Agency: FMCSA FAA FRA FTA PHMSA USCG

E. Reason for Test:

Pre-employment Random Reasonable Suspicion/Cause Post Accident Return to Duty Follow-up Other (specify)

F. Drug Tests to be Performed:

THC, COC, PCP, OPI, AMP THC & COC Only Other (specify)

G. Collection Site Address:

Allied Lab Inc. - 46113
5243 NW Cache Rd
Lawton, OK 73505

46113
Clinic ID

Collector Contact Info: Phone 580-248-9679

Fax 580-351-0911

Other

STEP 2: COMPLETED BY COLLECTOR (make remarks when appropriate).

URINE ORAL FLUID

COLLECTION: Split Single None Provided, Enter Remark

URINE: Collector reads urine temperature within 4 minutes. Temperature between 90° and 100° F? Yes No, Enter Remark Observed, Enter Remark

ORAL FLUID: Split Type: Serial Concurrent Subdivided Each Device Within Expiration Date? Yes No Volume Indicator(s) Observed

REMARKS:

STEP 3: Collector affixes seal(s) to bottle(s)/tube(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY TEST FACILITY

I certify that I provided the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable Federal requirements.

SPECIMEN BOTTLE(S)/TUBE(S) RELEASED TO:

X

[Signature]

Signature of Collector

Doug Walters

(PRINT) Collector's Name (First, MI, Last)

10 / 04 / 2021

Date (Mo/Day/Yr)

11:01:16

Time of Collection

AM PM

FEDEX

Name of Delivery Service

STEP 5: COMPLETED BY DONOR

I certify that I provided my urine specimen to the collector, that I have not adulterated it in any manner, each specimen bottle used was sealed with a tamper-evident seal in my presence, and that the information provided on this form and on the label affixed to each specimen bottle is correct.

X

[Signature]

Signature of Donor

(PRINT) Donor's Name (First, MI, Last)

10 / 04 / 2021

Date (Mo/Day/Yr)

Email

Day Phone (580)

Evening Phone ( ) Not Provided

Date of Birth

06 / 29 /

Date (Mo/Day/Yr)

After the Medical Review Officer receives the test results for the specimen identified by this form, he/she may contact you to ask about prescriptions and over-the-counter medications you may have taken. Therefore, you may want to make a list of those medications for your own records. THIS LIST IS NOT NECESSARY. If you choose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). - DO NOT PROVIDE THIS INFORMATION ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.

STEP 6: COMPLETED BY MEDICAL REVIEW OFFICER - PRIMARY SPECIMEN

URINE ORAL FLUID

In accordance with applicable Federal requirements, my verification is:

Negative Positive for:

Dilute

Refusal to Test because - check reason(s) below:

TEST CANCELLED

ADULTERATED (adulterant/reason):

SUBSTITUTED

OTHER:

REMARKS:

X

Signature of Medical Review Officer

(PRINT) Medical Review Officer's Name (First, MI, Last)

Date (Mo/Day/Yr)

STEP 7: COMPLETED BY MEDICAL REVIEW OFFICER - SPLIT SPECIMEN

In accordance with applicable Federal requirements, my verification for the split specimen (if tested) is:

RECONFIRMED for:

TEST CANCELLED

FAILED TO RECONFIRM for:

REMARKS:

X

Signature of Medical Review Officer

(PRINT) Medical Review Officer's Name (First, MI, Last)

Date (Mo/Day/Yr)

Testing Conducted by Alere Toxicology Services, Inc.



# Specimen Result Certificate

Printed by: 46113 - Allied Lab Inc.  
ID Number: 7909464518

Report printed on 10/20/2021 03:32 PM Page 1 of 1

Attention: Candy Brown City of Lawton HR Department 212 SW 9th Street Lawton, OK 73501 Collection Site: 46113-Allied Lab Inc.	Verification Date 10/5/2021 01:43 PM CST	Medical Review Officer: Dr. Brian N. Heinen 151 Leon Ave. Eunice LA 70535 888-382-2281
---	---	--

Donor Name: Date Of Test: 10/4/2021 ID Number: 7909464518  Laboratory: ALERE	Donor SSN: Donor ID: Reason for Test: Post Accident  Regulation: DOT-FMCSA Specimen Type: Urine
--	--

**Drugs Tested:**

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana	Negative	50 ng/ml	15 ng/ml	Hydrocodone/Hydromorphone	Negative	300 ng/ml	100 ng/ml
Cocaine	Negative	150 ng/ml	100 ng/ml	Oxycodone/Oxymorphone	Negative	100 ng/ml	100 ng/ml
Amphetamines	Negative	500 ng/ml	250 ng/ml	PCP	Negative	25 ng/ml	25 ng/ml
Opiates	Negative	2000 ng/ml	2000 ng/ml	MDMA/MDA	Negative	500 ng/ml	250 ng/ml
6-Monoacetylmorphine	Negative	10 ng/ml	10 ng/ml				

**Final Result Disposition: Negative**

CCF Record Date and Data Entry Operator : 10/4/2021 - Maxfield, Melissa

**TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER**

I have reviewed the laboratory results for the specimen identified by this form in accordance with applicable Federal requirements. My determination/verification is:

Negative     
  Positive     
  Test Cancelled     
  Refusal to test because  
 Dilute     
  Adulterated     
  Substituted

REMARKS:

Dr. Brian N. Heinen      *Brian N Heinen MD*      10/5/2021 01:43 PM

(PRINT) Medical Review Officer's Name      Signature of Medical Review Officer      Date (Mo./Day/Yr.)

\* Represents laboratory screening and confirmation values.

† Represents class (Sub-Class Abbreviation)



# Specimen Result Certificate

Printed by: 46113 - Allied Lab Inc.  
ID Number: BAT77380452

Report printed on 10/20/2021 03:30 PM Page 1 of 1

Attention:

Candy Brown  
City of Lawton HR Department  
212 SW 9th Street  
Lawton, OK 73501

Collection Site:  
46113-Allied Lab Inc.

Donor Name: ██████████  
Date Of Test: 10/18/2021  
ID Number: BAT77380452

Donor SSN: XXX-XX-██████  
Donor ID: ██████████  
Reason for Test: Random  
Regulation: Non-DOT  
Specimen Type: Breath

Drugs Tested:

Drug Name	Quant
Ethanol Breath	0.017

Final Result Disposition: **Quant Only**

Remarks:

\* Represents laboratory screening and confirmation values.

† Represents class (Sub-Class Abbreviation)



SAPAAA

worldwide



# Certificate of Membership

*Allied Labs, Inc.*

The organization named above is a member in good standing of the Substance Abuse Program Administrators Association, and is hereby entitled to all rights and privileges of membership, as provided in the Bylaws of the Association.

*Brennen Portalski*

Brennen Portalski, CSAPA  
President

*Anne M. Kelly*

Anne Kelly, CAE, CMP  
Executive Director



Membership expires December 31, 2024.

# Certificate of Attendance

is hereby granted to: Deana Walters

for attending the J. J. Keller & Associates, Inc.® webcast

## DOT D & A Clearinghouse:

*How does it affect your recordkeeping?*

September 25, 2019



Signed

  
**J. J. Keller**  
& Associates, Inc.®  
Since 1953

  
**J. J. Keller**  
& Associates, Inc.®  
Since 1953

<u>Name and Address</u>	<u>Lic. No.</u>	<u>ADMINISTRATOR</u>	<u>SRVCE</u>	<u>ACT. REGS</u>	<u>EXP. DATE</u>
Access Medical Centers 2929 South Garnett Tulsa, OK 74129-5195	8116	(918) 655-1520 Dr. Barbara Rygiel	72	0	0
Access Medical Centers 275 South Perkins Road Stillwater, OK 74074	8586	(405) 334-5272 Dr. Steven Nussbaum	80	0	0
Access Medical Centers 5300 SE 29th Street Oklahoma City, OK 73112	8560	(405) 835-2767 Dr. Steven Nussbaum	55	0	0
Accurate Drug Screening Services of Oklahoma, LLC 2017 A Mohawk Foss, OK 73647	8598	(918) 557-0208 Penelope Sprague, RN, BSN	55	0	0
Advantage Testing, LLC 1302 NE 1st Street Pryor, OK 74361	8198	(918) 373-1215 Dr. Steven Dill	49		
Alere Toxicology Services 450 Southlake Blvd Richmond, VA 23236	8447	(804) 378-9130 Mark Wuest	80	0	0
Alere Toxicology Services, Inc 1111 Newton Street Gretna, LA 70053	8140	(800) 445-3823 Dr. David A. Green	80		
AllianceHealth Woodward 900 17th Street Woodward, OK 73801	8180	(580) 254-8485 Dr. Barry Rockler	77		
Allied Lab, Inc 5243 West Cache Road Lawton, OK 73505	8003	(580) 248-9679 Robert C. Balogh, MD	16		
Alpha Drug Testing 519 E Main St Stigler, OK 74462	8453	(918) 967-9444 Marsha Oldham	1	0	0
AMC Urgent Care Plus, LLC 1909 West 6th Street, Suite B Stillwater, OK 74074	8395	(405) 385-0029 Samuel Hague, MD	60	0	0

<u>Name And Address</u>	<u>License No.</u>	<u>TELEPHONE AND ADMINISTRATOR</u>	<u>COUNTY</u>	<u>TOT. BEDS</u>	<u>NO. BASS</u>
Access Medical Centers 2929 South Garnett Tulsa, OK 74129-5195	8116	(918) 655-1520 Dr. Barbara Rygiel	72	0	0
Access Medical Centers 275 South Perkins Road Stillwater, OK 74074	8586	(405) 334-5272 Dr. Steven Nussbaum	80	0	0
Access Medical Centers 5300 SE 29th Street Oklahoma City, OK 73112	8560	(405) 835-2767 Dr. Steven Nussbaum	55	0	0
Accurate Drug Screening Services of Oklahoma, LLC 2017 A Mohawk Foss, OK 73647	8598	(918) 557-0208 Penelope Sprague, RN, BSN	55	0	0
Advantage Testing, LLC 1302 NE 1st Street Pryor, OK 74361	8198	(918) 373-1215 Dr. Steven Dill	49		
Alere Toxicology Services 450 Southlake Blvd Richmond, VA 23236	8447	(804) 378-9130 Mark Wuest	80	0	0
Alere Toxicology Services, Inc 1111 Newton Street Gretna, LA 70053	8140	(800) 443-3823 Dr. David A. Green	80		
AllianceHealth Woodward 900 17th Street Woodward, OK 73801	8180	(580) 254-8485 Dr. Barry Rockler	77		
Allied Lab, Inc 5243 West Cache Road Lawton, OK 73505	8003	(580) 248-9679 Robert C. Balogh, MD	16		
Alpha Drug Testing 519 E Main St Stigler, OK 74462	8453	(918) 967-9444 Marsha Oldham	1	0	0
AMC Urgent Care Plus, LLC 1909 West 6th Street, Suite B Stillwater, OK 74074	8395	(405) 385-0029 Samuel Hague, MD	60	0	0

[My Dashboard](#) | [Violations](#) | [Queries](#) | [Return-to-Duty](#) | [Manage: My Profile](#)

[BACK TO DASHBOARD](#)

## My C/TPA Profile Notification Settings

### Contact Information

Enter your contact information below. All fields are required unless otherwise noted.

#### Name

First Name

DEANA

Middle Name (Optional)

MARIA

Last Name

WALTERS

#### Phone/Email

Phone Number

+1 580-591-1998

Type

Cell

Email Address (Login.gov Username)

lawtonlab@att.net

### Company Information

#### Company Name

Name

ALLIED LAB INC (DeAna Walters)

#### Office Address

Street

5243 NW Cache Road

City

Lawton

Country

United States

State

Oklahoma

ZIP Code

73505

#### Contact Information

Phone Number

+1 580-248-9679

Type

Business

Alternate Phone Number (optional)

+1 580-591-1998

Type

Cell

Company Email Address (optional)

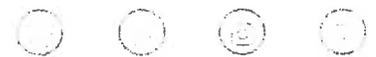
lawtonlab@att.net

#### Additional Address

No additional address

[Save](#) [Cancel](#)

Copyright © 2020



 [BACK TO DASHBOARD](#)

## My C/TPA Profile Notification Settings

### Contact Information

Enter your contact information below. All fields are required unless otherwise noted.

#### Name

First Name

DEANA

Middle Name (Optional)

MARIA

Last Name

WALTERS

#### Phone/Email

Phone Number

+1 580-591-1998

Type

Cell

Email Address (Login.gov Username)

lawtonlab@att.net

### Company Information

#### Company Name

Name

ALLIED LAB INC (DeAna Walters)

#### Office Address

Street

5243 NW Cache Road

City

Lawton

Country

United States

State

Oklahoma

ZIP Code

73505

#### Contact Information

Phone Number

+1 580-248-9679

Type

Business

Alternate Phone Number (optional)

+1 580-591-1998

Type

Cell

Company Email Address (optional)

lawtonlab@att.net

#### Additional Address

No additional address

[Save](#) [Cancel](#)

Lawton, Oklahoma 73505





Welcome [lawtonlab@att.net](mailto:lawtonlab@att.net)

ODAPC Business Registration

## You may also be interested in information from these organizations.

Subscribe by checking the boxes; unsubscribe by unchecking the boxes. By clicking "Submit", you are sending your email address to these partners.

Access your [subscriber preferences](#) to update your subscriptions or modify your password or email address without adding subscriptions.

This page contains information from additional organizations you might be interested in. Each agency is separated into sections marked at the top by an image with the title of the agency next to its image. Each section includes an option to automatically and quickly check all the most popular topics with a single checkbox. There is also a "View All Topic" link that opens a new list that shows all of the topics for that particular agency. Upon clicking the View All Topic link there will be top level categories that expand further so you can view and subscribe to the topics for each top level category. After you have selected all the individual topics you would like to subscribe to, go to the bottom of the page and select the Subscribe button.



National Highway Traffic Safety Administration (NHTSA) U.S. Department of Transportation [lawtonlab@att.net](mailto:lawtonlab@att.net) has 1 subscriptions for National Highway Traffic Safety Administration (NHTSA)

- Recalls & Defects (Vehicle Safety)
- News from [TrafficSafetyMarketing.gov](http://TrafficSafetyMarketing.gov) (Traffic Safety Marketing)
- Vehicles (Laws & Regulations)
- Child Passenger Safety (Laws & Regulations)
- Jobs at NHTSA

[View all topics for National Highway Traffic Safety Administration \(NHTSA\)](#)  
[Privacy Policy](#)



Maritime Administration US Department of Transportation

- U.S. Maritime Administration News (U.S. Department of Transportation's



Maritime Administration)

[View all topics for Maritime Administration](#)  
[Privacy Policy](#)

U.S. Federal Aviation Administration U.S. Department of Transportation (DOT)

- FAA Safety Briefing (Flight Standards)



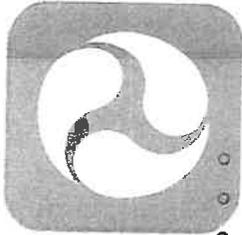
- Fact Sheets (Latest FAA News)
  - News & Updates from the FAA Homepage (Latest FAA News)
  - Press Releases (Latest FAA News)
- [View all topics for U.S. Federal Aviation Administration](#)  
[Privacy Policy](#)



GSA Fleet – Vehicle Leasing

- Important Information and Notices
- Fleet Newsletter
- FedFleet
- GSA Fleet
- GSA Fleet Training

[View all topics for GSA Fleet](#)  
[Privacy Policy](#)



Federal Motor Carrier Safety Administration U.S. Department of Transportation  
 lawtonlab@att.net has 11 subscriptions for Federal Motor Carrier Safety Administration

- Hours-of-Service Regulations (Rules & Regulations)
- Drug and Alcohol Program (Rules & Regulations)
- PSP Account Holder - News and Updates
- New at FMCSA
- CSA Stay Connected

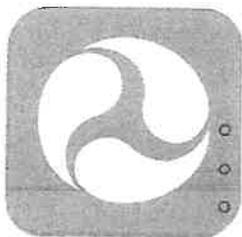
[View all topics for Federal Motor Carrier Safety Administration](#)  
[Privacy Policy](#)



Federal Railroad Administration U.S. Department of Transportation  
 lawtonlab@att.net has 2 subscriptions for Federal Railroad Administration

- Publications, Studies, and Reports (Announcements & News)
- Press Releases (Announcements & News)
- Safety Advisories (Announcements & News)
- Updates to the Train Horn Rule (Announcements & News)
- Emergency Orders

[View all topics for Federal Railroad Administration](#)  
[Privacy Policy](#)



Federal Transit Administration U.S. Department of Transportation (DOT)  
 lawtonlab@att.net has 3 subscriptions for Federal Transit Administration

- Federal Register Publications (About FTA)
- Third Party Procurement (About FTA)
- Circulars/Guidance (Legislation, Regulations & Circulars/Guidance)

[View all topics for Federal Transit Administration](#)  
[Privacy Policy](#)

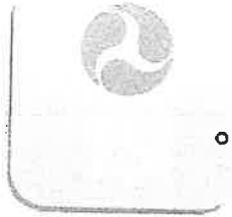
Pipeline and Hazardous Materials Safety Administration US Department of Transportation



- Federal Registers (Hazmat)
- HAZMAT Western Region Newsletter
- Miscellaneous Hazardous Materials Notices
- All PHMSA Job Openings
- Pipeline Final Rules

[View all topics for Pipeline and Hazardous Materials Safety Administration](#)

[Privacy Policy](#)



Transportation Safety Institute Research and Innovative Technology Administration (RITA) lawtonlab@att.net has 1 subscriptions for Transportation Safety Institute

- Transit Updates (Transportation Safety & Security Updates)

[View all topics for Transportation Safety Institute](#)

[Privacy Policy](#)

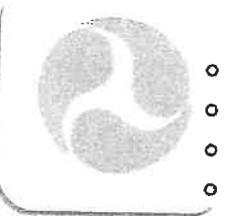


National Highway Institute U.S. Federal Highway Administration lawtonlab@att.net has 1 subscriptions for National Highway Institute

- Updated Courses Summary (NHI News and Updates)

[View all topics for National Highway Institute](#)

[Privacy Policy](#)



US DOT Volpe Center U.S. Department of Transportation (DOT)

- eNews (Publications)
- ITS Training
- Public Lands Updates
- Roadway Safety -FHWA Specialists
- FHWA Operations Newsletter

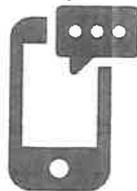
[View all topics for U.S. DOT Volpe Center](#)

[Privacy Policy](#)



U.S. DOT Federal Highway Administration

- EDC News Weekly Newsletter



- Public Roads Magazine
- Pavement Preservation and Maintenance



United States  
Department of Transportation

Welcome **dmgwalters@att.net**

## Success

dmgwalters@att.net has been successfully subscribed to DOT Workplace Drug and Alcohol Testing Rules for U.S. Department of Transportation.

[Subscriber Preferences](#)

Your contact information is used to deliver requested updates or to access your subscriber preferences.

---

[Privacy Policy](#) | [Cookie Statement](#) | [Help](#)



United States  
Department of Transportation

Welcome **doug.walters1961@att.net**

## Success

doug.walters1961@att.net has been successfully subscribed to DOT Workplace Drug and Alcohol Testing Rules for U.S. Department of Transportation.

[Subscriber Preferences](#)

Your contact information is used to deliver requested updates or to access your subscriber preferences.

---

[Privacy Policy](#) | [Cookie Statement](#) | [Help](#)



Welcome **andrea8006@hotmail.com**

Subscriptions updated

## You may also be interested in information from these organizations.

Subscribe by checking the boxes; unsubscribe by unchecking the boxes. By clicking "Submit", you are sending your email address to these partners.

Access your [subscriber preferences](#) to update your subscriptions or modify your password or email address without adding subscriptions.

This page contains information from additional organizations you might be interested in. Each agency is separated into sections marked at the top by an image with the title of the agency next to its image. Each section includes an option to automatically and quickly check all the most popular topics with a single checkbox. There is also a "View All Topic" link that opens a new list that shows all of the topics for that particular agency. Upon clicking the View All Topic link there will be top level categories that expand further so you can view and subscribe to the topics for each top level category. After you have selected all the individual topics you would like to subscribe to, go to the bottom of the page and select the Subscribe button.



National Highway Traffic Safety Administration (NHTSA) U.S. Department of Transportation

- Recalls & Defects (Vehicle Safety)
- News from TrafficSafetyMarketing.gov (Traffic Safety Marketing)
- Vehicles (Laws & Regulations)
- Child Passenger Safety (Laws & Regulations)

- Jobs at NHTSA

[View all topics for National Highway Traffic Safety Administration \(NHTSA\)](#)

[Privacy Policy](#)



Maritime Administration US Department of Transportation

- U.S. Maritime Administration News (U.S. Department of Transportation's



Maritime Administration)

[View all topics for Maritime Administration](#)

[Privacy Policy](#)

U.S. Federal Aviation Administration U.S. Department of Transportation (DOT)



# SAPAA

worldwide

# Training Institute

## Certificate of Qualification

This document certifies that

**Andrea Evans**

has successfully completed SAPAA's Collection Personnel Training Course® and, with a signature attesting to proper proficiency demonstration monitoring, becomes a SAPAA Certified Collector. This course meets the requirements of 49 CFR Part 40.

*Anna Kelly*

SAPAA Representative

January 13, 2023

Date

January 13, 2023

Date Exam Completed

Proficiency Instructor Signature

*[Signature]*

Date

*1/13/2023*

Date Proficiencies Completed

*1/13/2023*

**SAPAA Certification Expiration Date: January 13, 2028**

Approved for 4 CEU hours  
CCDAPP approval code: 0028-1407-SAPAA



Alere™ eScreen® Product Training

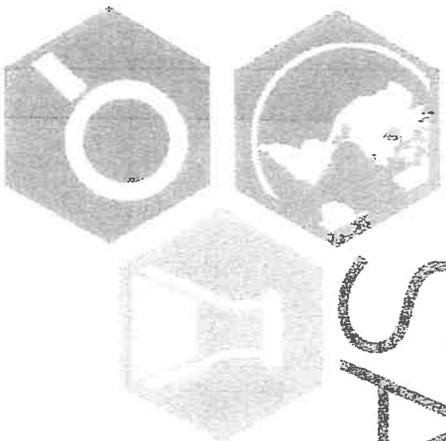
# Certificate of Completion

This is to certify that on **11/18/2015**  
with a score of **10 / 10**

**Andrea Evans**  
successfully completed training on **eScreen123® - eCCF for DOT Urine Drug Screen,**  
in accordance with the required procedure.



  
Leo Darbisan, Director of Training & Education  
Alere Toxicology



# SAPAA

Certificate of Qualification

# Training Institute

This document certifies that  
**DeAna Walters**

has successfully completed SAPAA's Collection Personnel Training Course® and, with a signature attesting to proper proficiency demonstration monitoring, becomes a SAPAA Certified Collector. This course meets the requirements of 49 CFR Part 40.

*Aime Kelly* SAPAA Representative February 17, 2023 February 17, 2023

*DeAna Walters* Proficiency Instructor Signature Date: *FEB 17, 2023* Date Proficiencies Completed: *FEB 17, 2023*

SAPAA Certification Expiration Date: February 17, 2028

Approved for 4 CEU hours  
CCDAPP approval code: 0028-1407-SAPAA



# Certificate

This is to certify that

**Deana Gutierrez-Walters**

has successfully completed the CMI-Approved

## **Breath Alcohol Technician Instructor Refresher**

Training Course on **May 13, 2022**

and is factory-certified to train BAT's for DOT breath alcohol testing purposes.

- Proficient in 49 CFR Part40 Procedures       Proficient in Operations of EBT

Intoxilyzer 400



Cliff Anderson, Instructor

**39**

Instructor No.

**30084**

BAT No.

Refresher Course Required May 13, 2027



# Certificate

This is to certify that

**Deana Gutierrez-Walters**

has successfully completed the CMI-Approved

**Breath Alcohol Technician Refresher**

Training Course on **May 13, 2022**

Proficient in 49 CFR Part40 Procedures

Proficient in Operations of EBT

Intoxilyzer 400



Cliff Anderson, Instructor

**39**

**30084**

Instructor No.

BAT No.

Refresher Course Required May 13, 2027



Alere™ eScreen® Product Training

# Certificate of Completion

This is to certify that on 7/12/2016  
with a score of 10 / 10

DEANA WALTERS

successfully completed training on eScreen123® - eCCF for DOT Urine Drug Screen,  
in accordance with the required procedure.



  
Leo Barbisan, Director of Training & Education  
Alere Toxicology



# SAPAA

Worldwide

# Training Institute

Certificate of Qualification

This document certifies that  
**Douglas Walters**

has successfully completed SAPAA's Collection Personnel Training Course® and, with a signature attesting to proper proficiency demonstration monitoring, becomes a SAPAA Certified Collector. This course meets the requirements of 49 CFR Part 40.

<i>Anne Kelly</i>	February 14, 2023	February 14, 2023
SAPAA Representative	Date	Date Exam Completed
<i>DW</i>	2/14/2023	2/14/2023
Proficiency Instructor Signature	Date	Date Proficiencies Completed

SAPAA Certification Expiration Date: February 14, 2028

Approved for 4 CEU hours  
 CCDAPP approval code: 0028-1407-SAPAA



# Certificate

This is to certify that

**Douglas L. Walters**

has successfully completed the CMI-Approved

**Breath Alcohol Technician Refresher**

Training Course on **July 16, 2022**

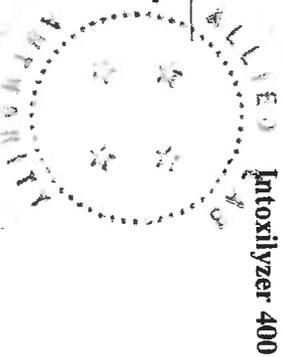
- Proficient in 49 CFR Part40 Procedures
- Proficient in Operations of EBT

*D. Walters* 07/16/2022

Deana Gutierrez-Walters, Instructor

**30084** **22105**

Instructor No. BAT No.



Refresher Course Required Jul 16, 2027



Alere™ eScreen® Product Training

# Certificate of Completion

This is to certify that on 7/13/2016  
with a score of 10 / 10

Doug Walters

successfully completed training on eScreen123® - eCCF for DOT Urine Drug Screen,  
in accordance with the required procedure.

 Alere™ eScreen®

  
Leo Barbisan, Director of Training & Education  
Alere Toxicology



SAPAA  
worldwide

Certificate of Qualification

# Training Institute

This document certifies that

**Daijah Maria Vaughn**

has successfully completed SAPAA's Collection Personnel Training Course® and, with a signature attesting to proper proficiency demonstration monitoring, becomes a SAPAA Certified Collector. This course meets the requirements of 49 CFR Part 40.

<i>Anne Kelly</i>	January 18, 2022	January 18, 2022
SAPAA Representative	Date	Date Exam Completed
<i>DW</i>	1/18/22	1/18/22
Proficiency Instructor Signature	Date	Date Proficiencies Completed



SAPAA Certification Expiration Date: January 18, 2027

Approved for 4 CEU hours  
CCDAPP approval code: 0028-1407-SAPAA

# Certificate

This is to certify that

**Daijah M. Vaughn**

has successfully completed the CMI-Approved

**Breath Alcohol Technician**

Training Course on **January 18, 2022**

Proficient in 49 CFR Part40 Procedures

Proficient in Operations of EBT

Intoxilyzer 400

*Deana Gutierrez-Walters*  
Deana Gutierrez-Walters, Instructor

30084

912351

Instructor No.

BAT No.

Refresher Course Required Jan 18, 2027



# STATE OF OKLAHOMA

Oklahoma State Department of Health

This is to certify that

**Allied Lab, Inc**

Is Hereby Licensed to Conduct and Maintain a  
Workplace Drug and Alcohol Testing Facility

Under the Name of

**Allied Lab, Inc**

Located At:

5243 West Cache Road

Lawton, OK 73505

Effective Date: 05/01/2024

Expiration Date: 04/30/2025

Initial Drug Screening

Urine

Hair

Saliva

Blood

Confirmatory Drug Testing

Initial Alcohol Screening

Breath

Blood

Saliva

Urine

Confirmatory Alcohol Testing

This license is issued pursuant to the provisions of the Oklahoma Statutes and of the rules and regulations adopted by the State Board of Health. It is issued only for the premises named above and is not transferable or assignable:

License No. 8003

Licensuer Official

Keith Reed, MPH, CPH  
Commissioner of Health

**Comp. Metabolic Panel (14)**

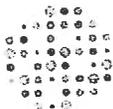
Test	Current Result and Flag	Previous Result and Date	Units	Reference Interval
▲ Glucose <sup>01</sup>	101 High		mg/dL	70-99
BUN <sup>01</sup>	10		mg/dL	6-24
Creatinine <sup>01</sup>	0.73		mg/dL	0.57-1.00
eGFR	97		mL/min/1.73	>59
BUN/Creatinine Ratio	14			9-23
Sodium <sup>01</sup>	140		mmol/L	134-144
Potassium <sup>01</sup>	4.8		mmol/L	3.5-5.2
Chloride <sup>01</sup>	103		mmol/L	96-106
Carbon Dioxide, Total <sup>01</sup>	23		mmol/L	20-29
Calcium <sup>01</sup>	9.9		mg/dL	8.7-10.2
Protein, Total <sup>01</sup>	6.6		g/dL	6.0-8.5
Albumin <sup>01</sup>	4.5		g/dL	3.8-4.9
Globulin, Total	2.1		g/dL	1.5-4.5
Bilirubin, Total <sup>01</sup>	0.3		mg/dL	0.0-1.2
Alkaline Phosphatase <sup>01</sup>	83		IU/L	44-121
AST (SGOT) <sup>01</sup>	17		IU/L	0-40
ALT (SGPT) <sup>01</sup>	18		IU/L	0-32

**CBC, Platelet, No Differential**

Test	Current Result and Flag	Previous Result and Date	Units	Reference Interval
WBC <sup>01</sup>	5.8		x10E3/uL	3.4-10.8
RBC <sup>01</sup>	4.47		x10E6/uL	3.77-5.28
Hemoglobin <sup>01</sup>	13.3		g/dL	11.1-15.9
Hematocrit <sup>01</sup>	40.1		%	34.0-46.6
MCV <sup>01</sup>	90		fL	79-97
MCH <sup>01</sup>	29.8		pg	26.6-33.0
MCHC <sup>01</sup>	33.2		g/dL	31.5-35.7
RDW <sup>01</sup>	13.6		%	11.7-15.4
Platelets <sup>01</sup>	450		x10E3/uL	150-450

**ATTENTION:** Allied Lab, Inc does not perform these test in our facility. We send all hematology and chemistry testing to LabCorp of America or Clinical Pathology Laboratories upon receipt of a physicians order. These are example of CMP and CBC processed through our facility.

COLLEGE of AMERICAN  
PATHOLOGISTS



The College of American Pathologists  
certifies that the laboratory named below

**Alere Toxicology Services Inc**  
**Laboratory**  
**Gretna, Louisiana**  
**David A. Green, PhD**

CAP Number: 1993701  
AU-ID: 1191936

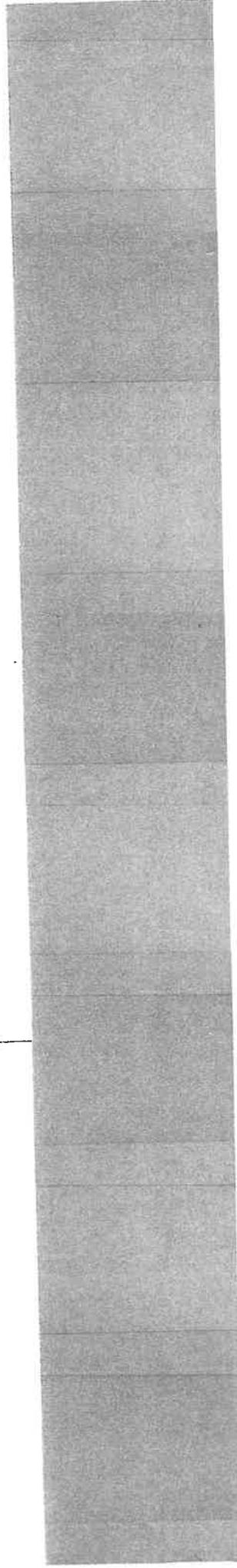
has met all applicable standards for accreditation and is hereby accredited by the  
College of American Pathologists' Forensic Drug Testing Accreditation Program.

Accreditation does not automatically survive a change in director, ownership,  
or location and assumes that all interim requirements are met.

*R. Bruce Williams, MD, FCAP*

President, College of American Pathologists

Chair, Accreditation Committee



# Certificate of Accreditation



The Substance Abuse and Mental Health  
Services Administration  
*certifies that*

## **Alere Toxicology Services, Inc.**

**Gretna, LA**  
NLCP Laboratory Number: 0083

has successfully completed the requirements  
of the National Laboratory Certification Program for urine laboratories in accordance  
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

*Effective June 26, 1989*

Pamela S. Hyde, J.D.  
Administrator  
Substance Abuse and Mental Health Services Administration



Frances M. Harding  
Director  
Center for Substance Abuse Prevention

CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS  
CERTIFICATE OF COMPLIANCE

LABORATORY NAME AND ADDRESS  
ALERE TOXICOLOGY SERVICES, INC  
1111 NEWTON STREET  
GRETNA, LA 70053

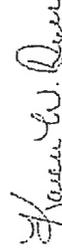
CLIA ID NUMBER  
19D00457328

LABORATORY DIRECTOR

DAVID A GREEN Ph.D.

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory, located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer, Acting Director  
Division of Laboratory Services  
Survey and Certification Group  
Center for Clinical Standards and Quality





National Laboratory Certification Program

5040 Cornwallis Road • PO Box 12194 • Research Triangle Park, NC 27709-2194 • USA  
Telephone 919-541-7242 • Fax 919-541-7042 • www.rti.org

## PT Results Report 0083LU

Laboratory Number 0083LU  
RP Name(s) Ms. Susan Bybee, Mr. David Golz, Ms. Ivy Stelzner  
Laboratory Name Alere Toxicology Services, Inc.  
Location Gretna, LA  
PT Occasion MAPT139  
File Reference 0083LU\_210806\_MAPT139\_RESULT.pdf

We have received the results reported by your laboratory for this occasion of National Laboratory Certification Program (NLCP) Maintenance Performance Testing (PT), and have notified the Substance Abuse and Mental Health Services Administration (SAMHSA), Department of Health and Human Services (HHS) of the laboratory's performance. The HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs (the Guidelines) define PT requirements for HHS-certified laboratories for each PT occasion and over two consecutive PT occasions, and specify actions when a laboratory fails to satisfy the minimum requirements.

Your laboratory's performance scores and details including the group means (based on results from all participating laboratories) are on the following pages. PT errors and required remedial action, if any, will be addressed in separate correspondence (i.e., PT Error Notification).

To maintain HHS certification in accordance with the Guidelines, the laboratory must successfully complete quarterly NLCP PT occasions. We anticipate shipping the next Maintenance PT set on the second Monday of October 2021.

If you have any questions or comments, please contact me at (919) 541-6913 or Cynthia Lewallen at (919) 541-5977.

NLCP Contact

Dale Hart  
PT Task Leader  
edhart@rti.org

**Laboratory Performance Scores – PT Occasion 139****Drug Results**

Initial Test	100.00%
Confirmation	100.00%
Quantitation	100.00%
Results more than 50% outside group mean	0
Reporting	100.00%
False Positive Reports	0

**Specimen Validity Results**

Detection	100.00%
Confirmation	100.00%
Quantitation	100.00%
Results outside acceptable limits based on group mean	0
Reporting	100.00%
False Positive Reports	0

**Laboratory Performance Scores – PT Occasions 139 and 138****Drug Results**

Initial Test	100.00%
Confirmation	100.00%
Quantitation	99.32%
Results more than 50% outside group mean	0
Reporting	100.00%
False Positive Reports	0

**Specimen Validity Results**

Detection	100.00%
Confirmation	100.00%
Quantitation	100.00%
Results outside acceptable limits based on group mean	0
Reporting	100.00%
False Positive Reports	0



**OKLAHOMA**  
State Department  
of Health

April 30, 2024

Mr. Robert Balogh  
Allied Health Research Laboratory  
Po Box 6834  
Lawton, OK 73506

Lic. #: 8003  
Effective Date: 05/01/2024 - Expiration Date: 04/30/2025

Dear Mr. Balogh:

Enclosed is your facility's license to operate an Alcohol and/or Drug Testing Facility. The license must be posted in a conspicuous place observable by the public at the address where testing is performed. The license is not transferable or assignable.

Notification of all changes in facility operation or testing that may affect your license must be made in writing to this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Martin, RN".

Jerry Martin, RN  
Administrative Programs Manager  
Medical Facilities Service  
Protective Health Services

Enclosure

JM/CH

# Oklahoma State Board of Medical Licensure and Supervision

101 NE 51st Street  
Oklahoma City, OK 73105-1821

**ROBERT CORNEL BALOGH, M.D.**  
503 NW FAIRWAY VILLAS PLACE #4  
LAWTON, OK 73505

This board has issued you a license to practice your profession in the State of Oklahoma. Below is a wallet card that displays your license number, your profession, and any limitations placed upon said license. You are required to carry this card when practicing your profession. If you misplace this card, you may retrieve a copy online.

A current license is required to practice in the state. Please note the expiration date on the attached wallet card. This Board will attempt to send a renewal notification approximately sixty (60) days prior to expiration. State law requires you notify this Board of your current practice location and mailing address.

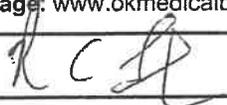
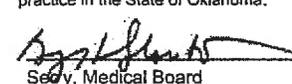
License renewal is the sole responsibility of the licensee, whether or not a renewal notification is received. You may contact the Department of Licensing at the Board office at any time for renewal information.

Oklahoma law requires renewal of this license annually.  
OBNDD certificates must be renewed every 3 years.  
DEA certificates must be renewed every 3 years.

The Law has placed continuing education requirements on many of the professions licensed by this Board. Please refer to your Practice Act on our Web Page for more details. The Board's Web Page can be accessed at [www.okmedicalboard.org](http://www.okmedicalboard.org). Then go to your profession to see the Act and rules under the **Laws & Rules** selection. Continuing Education forms are also available under the **Forms & Resources** selection on the Web Page.

The card now includes a QR Code that allows a smart phone or other scanning device to quickly retrieve your license information on the OSBMLS website.

Please remember to **sign** the back of your wallet card.

<p><b>Oklahoma State Board of Medical Licensure and Supervision</b></p> <p>101 NE 51st St. Oklahoma City, OK 73105 Phone:(405) 962-1400 Fax:(405) 962-1440</p> <p><b>Web Page:</b> <a href="http://www.okmedicalboard.org">www.okmedicalboard.org</a></p> <p> Signature</p>	 <p><b>Oklahoma State Board of Medical Licensure and Supervision</b></p> <p>License Number:25362</p> <p><b>ROBERT CORNEL BALOGH, M.D.</b> MEDICAL DOCTOR</p> <p>Restrictions: none</p> 	<p>The undersigned certifies that the person has been issued a license to practice in the State of Oklahoma.</p> <p> Secretary, Medical Board</p>
--	---	--

Cut out wallet card and fold on center line



Theodore F. Shults, MS, JD  
Chairman  
(919) 489-5407

## American Association of Medical Review Officers

**Verification of Certification for:** Brian Heinen, Sr., M.D.  
Heinen Medical Review  
151 Leon St.  
Eunice, LA 70535

**Certification Number:** 991003119

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after October 1, 2010 will have to attend an MRO training program and take the exam. Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers ([www.aamro.com](http://www.aamro.com)).

Theodore F. Shults, J.D., M.S.  
Chairman



# NAADAC, The Association for Addiction Professionals

hereby attests that

**Christina Erman**

has met all of the DOT requirements for practice as a Substance Abuse Professional  
and may use the title of



Executive Director, NAADAC

Director of Training, NAADAC

Certification Number: 173708

**CITY OF LAWTON  
REQUEST FOR PROPOSALS TO  
PERFORM EMPLOYEE DRUG & ALCOHOL TESTING**

The City of Lawton, Oklahoma is seeking proposals from qualified medical care professionals interested in providing drug testing for applicants being considered for employment with the City of Lawton, drug and alcohol testing of existing City of Lawton employees which there is a legal authorization for random or other type of testing such as reasonable suspicion "for cause" testing, post-accident testing or return to duty testing. The City of Lawton is seeking drug and alcohol testing during normal business hours (Monday – Friday 8am to 5pm) and after normal business hours (after 5pm and before 8am Monday -Friday) and weekends for post-accident and reasonable suspicion drug and alcohol testing of existing City of Lawton employees.

**SCOPE**

**Drug Screen Testing (DOT and NON-DOT)** - Existing employees and potential hires for which there is a legal requirement for testing or reasonable suspicion to suspect unlawful use or abuse of a chemical substance will also undergo the drug testing and/or an Evidential Breath Test for evidence of alcohol use of existing employees.

The initial screen must be by immunoassay or thin-layer chromatography methods. The confirmation testing must be by combination gas-liquid chromatography/mass spectrometry analysis. Collection methods, chain of custody, confidentiality, and specimen security must be in accordance with State and Federal guidelines. Also, the sample will be tested for adulteration. Testing must be conducted in a NIDA (National Institute for Drug Assessment) approved laboratory. Substances to be tested for on the non-DOT tests include amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, methadone, methaqualone, opiates, phencyclidine and propoxyphene (9 panel). DOT test must comply with 49 CFR Part 40. A qualified physician licensed to practice in the State of Oklahoma is to be designated by the provider as the Medical Review Officer (MRO) for the City of Lawton. The MRO will review all lab results. For positive test results, the MRO will contact the patient to discuss the positive result and will determine if it is due to a legitimate cause or due to the unlawful use or abuse of a chemical substance. The services of the MRO are to be included at no extra cost above the fee charged for each drug test.

**Random Testing** - For employee groups that participate in a random drug and alcohol testing program, the Human Resources Department or their designee will furnish to the provider the names and employee numbers of employees to be included in each testing pool. By use of appropriate computer software or other approved method, the provider will generate a random selection process to identify employees to be tested along with a list of alternates. The provider will keep all information related to employees selected for testing and the anticipated test date(s) confidential only releasing it to the Human

Resources Director or their designee. The Human Resources Director or their designee will be responsible for arranging for employees to report for testing as scheduled.

Timely processing and reporting of all test results is required. Negative drug test results must be reported to the City's Human Resources Department Director or their designee within 48 hours and positive results must be reported within 72 hours including weekends. Reporting will include access to results electronically.

No minimum or maximum number is guaranteed.

**Breath Alcohol Testing** – Existing employees for which there is a legal requirement for testing or reasonable suspicion to suspect unlawful use or abuse will also undergo a Breath Alcohol Test. See the random testing section above under Drug Screen Testing. It is anticipated 80-90 Evidential Breath Tests will be required annually. No minimum or maximum number is guaranteed.

**Other** - Please complete the attached evaluation forms for pricing and information gathering and note any exceptions or additions your firm has with the listed items.

The medical facility must be able to respond to testing request with within one hour of request and have the capabilities to deal with the City's needs either internally or with additional outside facilities.

Services will be contracted for one year with possible renewal for up to two additional one-year periods.

The City of Lawton reserves the right to reject any or all proposals or portions thereof.

Note: Proposals will not be accepted if submitted by fax or email.

#### **Selection Criteria -**

The proposals will be evaluated based on the following criteria:

1. Qualifications and capabilities of the medical care provider to perform the required services.
2. Experience in satisfactorily performing similar services for other clients.
3. Timelines of service.
4. Cost of services.

CURRENT BUSINESS REFERENCES:

-  
LAWTON PUBLIC SCHOOLS, SHEILA RELF, 580-357-6900, JAY HUNT, 248-3255

APACHE CASINO HOTEL, THOSEYAH POEMOCEAH, 580-354-1806

FORD ROOFING AND SHEETMETAL, JEFF JUNG, 580-355-5447

Additionally we manage the FTA (Federal Transit Authority) Accounts for the Comanche Nation of Oklahoma and the Kiowa Nation of Oklahoma. The Transportation DER and contact info are as follows:

COMANCHE NATION TRANSIT: Brian Stillwell, DER 580-492-3340

KIOWA TRIBE OF OKLA: Lawrence Spottedbird, Tabitha Ramos, 580-654-6410

We also manage the Federally Mandated Testing (DOT Testing) for Comanche County Districts, and the testing for employees within the CCCH and the CCDC.

Our contacts are the District Commissioners:

CCD1 Jeremy T. Logan, Ashley Sanders, 580-492-4328

CCD2 Johnny Owens, 580-353-3717

CCD3 Josh Powers, 580-429-3717

Comanche County Detention Center the contact is Sandy MacDonald, 580-250-1902

Comanche County Courthouse employees also fall under Johnny Owens, Commissioner

ALLIED LAB, INC  
5243 NW CACHE RD  
LAWTON, OK 73505-3310  
PHONE: 580-248-9679  
FAX: 580-351-0911



**CITY OF LAWTON**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3500

---

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE**  
**WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

RFPC25-006  
Contract Number

Allied Lab, Inc, D. Walters  
Name of Contractor (Print)

10-8-2024  
Date

DW, President  
Signature, Member of Firm or Officer of Corporation

President  
Title



# Summary Report

Printed by: 46113 - Allied Lab Inc.

Report printed on: 10/8/2024 03:50 PM

Donor Name	CCF	Donor ID	Client	Regulation	Reason	Test	Collection Date/Time	Final Verification Date/Time	Result
7939726103	XXX-XX-1018	City of Lawton HR Department	DOT-FMCSA	Post Accident	Urine	9/18/2024 03:01 PM	9/19/2024 05:08 PM	Negative	
7939726111	XXX-XX-8349	City of Lawton HR Department	mCup 9A on site drug test	Pre-employment	Urine	9/20/2024 09:00 AM	9/20/2024 09:00 AM	Negative	
7939726121	XXX-XX-0281	City of Lawton HR Department	Non-DOT	Pre-employment	Urine	9/23/2024 02:28 PM	9/24/2024 05:08 PM	Negative	
7939726144	XXX-XX-6009	City of Lawton HR Department	Non-DOT	Random	Urine	9/30/2024 08:40 AM	10/2/2024 09:57 AM	Negative	
7939726157	XXX-XX-4995	City of Lawton HR Department	mCup 9A on site drug test	Pre-employment	Urine	10/2/2024 09:17 AM	10/2/2024 09:17 AM	Negative	
7939726160	XXX-XX-1058	City of Lawton HR Department	mCup 9A on site drug test	Pre-employment	Urine	10/2/2024 12:46 PM	10/2/2024 12:46 PM	Negative	
7939726168	XXX-XX-2734	City of Lawton HR Department	mCup 9A on site drug test	Pre-employment	Urine	10/7/2024 09:42 AM	10/7/2024 09:42 AM	Negative	
7939726804	XXX-XX-0889	City of Lawton HR Department	Non-DOT	Pre-employment	Urine	9/6/2024 09:50 AM	9/7/2024 03:01 PM	Negative	
7939726805	XXX-XX-7399	City of Lawton HR Department	Non-DOT	Pre-employment	Urine	9/6/2024 10:46 AM	9/7/2024 03:00 PM	Negative	
7939726811	XXX-XX-1760	City of Lawton HR Department	mCup 9A on site drug test	Pre-employment	Urine	9/10/2024 11:09 AM	9/10/2024 11:09 AM	Negative	
7939726827	XXX-XX-402450	City of Lawton HR Department	DOT	Pre-employment	Urine	9/18/2024 10:27 AM		IN PROCESS WITH MRO	
7939726827x	XXX-XX-3538	City of Lawton HR Department	DOT-FMCSA	Pre-employment	Urine	9/18/2024 10:27 AM	9/25/2024 01:51 PM	Positive	
7939726843	XXX-XX-5781	City of Lawton HR Department	Non-DOT	Random	Urine	9/26/2024 10:58 AM	9/27/2024 04:55 PM	Negative	
7939726855	XXX-XX-4048	City of Lawton HR Department	mCup 9A on site drug test	Pre-employment	Urine	10/3/2024 11:09 AM	10/3/2024 11:09 AM	Negative	
7939726857	XXX-XX-8682	City of Lawton HR Department	mCup 9A on site drug test	Pre-employment	Urine	10/7/2024 11:14 AM	10/7/2024 11:14 AM	Negative	
7939726859	XXX-XX-7423	City of Lawton HR Department	mCup 9A on site drug test	Pre-employment	Urine	10/8/2024 08:29 AM		SENT TO LAB	

Printed by: 46113 - Allied Lab Inc.

Report printed on: 10/8/2024 03:50 PM

Donor Name	CCF	Donor ID	Client	Regulation	Reason	Test	Collection Date/Time	Final Verification Date/Time	Result
	7939728753	XXX-XX-0162	City of Lawton HR Department	mCup 9A on site drug test	Other	Urine	8/30/2024 10:37 AM	8/30/2024 10:37 AM	Negative
	7939728783	XXX-XX-6198	City of Lawton HR Department	mCup 9A on site drug test	Pre-employment	Urine	9/10/2024 01:36 PM	9/10/2024 01:36 PM	Negative
	7944361488	XXX-XX-6446	City of Lawton HR Department	Non-DOT	Random	Urine	8/30/2024 08:23 AM	8/31/2024 12:38 PM	Negative
	7944361492	XXX-XX-5849	City of Lawton HR Department	Non-DOT	Pre-employment	Urine	9/3/2024 11:32 AM	9/4/2024 01:56 PM	Negative



# Client Account Summary

Client City of Lawton HR Department  
 Master Account Sub Account  
 46113 - 179

Printed on 10/8/2024 03:45 PM  
 Status Active

Office Contact/Address		Billing Contact/Address		Shipping Contact/Address	
Name :	Candy Brown	Name :	Candy Brown	Name :	Candy Brown
Phone :	580-581-3572	Phone :	580-581-3572	Phone :	580-581-3572
Ext :		Ext :		Ext :	
Fax :	580-581-3530	Fax :	580-581-3530	Fax :	580-581-3530
Email :	candy.brown@lawtono	Email :	candy.brown@lawtono	Email :	candy.brown@lawtonok
Address1 :	212 SW 9th Street	Address1 :	212 SW 9th Street	Address1 :	212 SW 9th Street
Address2 :		Address2 :		Address2 :	
City :	Lawton	City :	Lawton	City :	Lawton
Country :	United States	Country :	United States	Country :	United States
State :	OK	State :	OK	State :	OK
Postal Code :	73501	Postal Code :	73501	Postal Code :	73501

Authorized Regulatory Agencies: FMCSA, FTA

DOT Tests	non-DOT Tests
-----------	---------------

Urine collection (DOT, HHS, NRC)	Lab Based 1365 - 5DSP/EXP OPI2000/PHN (1365)	On Site Lab-based urine collection for drug test mCup 9A on site drug test
----------------------------------	---	--

### Reporting Methods:

Web Reporting  
 (<http://www.myescreen.com>) User  
 ID:780950 Password:41378

### Special Notes

Clients Internal Account #: 0179  
 Alternate phone 581-3392 -- Candy cell 280-6062 -- Craig Akard cell 704-3531 -- Kea Lauchu

### Client Exception Actions:

- No positive identification of donor      Dismiss donor to retrieve proper ID and notify company contact
- Shy bladder      Offer donor 40 oz. liquid for up to three hours until sufficient



# Client Account Summary

quantity is obtained (45 mL).

Invalid temperature

Discard sample and recollect observed

Suspect adulteration (visible cues)

Discard sample and recollect observed

## DONOR WAITING LIST SCHEDULED EVENT LIST

Enter Name or Account #

Search Event by Clinic

Allied Lab Inc. (46113)



Search

46113 Allied Lab Inc. [6]

NAME	CONFIRMATION #	TEST	COMPANY NAME	REASON FOR TEST	EXI
<u>Bell</u>	AI53138676Q6	mCup 9A on site drug test	City of Lawton HR Department 46113- 179	Pre-employment	10/
<u>Schulze</u>	AI53100336Z2	xCup 10 Panel	Aerotek Office- 00935 129202-935	Pre-employment	10/
<u>Chambers</u>	AI53199589Y7	mCup 9A on site drug test	City of Lawton HR Department 46113- 179	Pre-employment	10/
<u>McAreevy</u>	AI531224646A	mCup 9A on site drug test	City of Lawton HR Department 46113- 179	Pre-employment	10/

<u>Young, Bianca</u>	A15318469478	eCup Instant Test	Oklahoma City (TTEC) - 01404 104823-179	Pre-employment	10/25/
<u>Lawry, .....</u>	A153194640Z9	eCup Instant Test	Allcat Claims Service LLC 107561-0	Random	10/27/

RFPCL25-006 Employee Drug and  
Alcohol Screening for Normal Business,  
After Hours & Weekends  
Agreement  
Between the City of Lawton  
and

---



---

**THIS IS AN AGREEMENT** by and between the CITY of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and Allied (hereinafter called VENDOR). CITY intends for VENDOR to provide Lab, Inc. for the City of Lawton.

The CITY and VENDOR in consideration of their mutual covenants herein agree in respect to the performance of services by VENDOR and the payment for those services by CITY, as set forth below.

1. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall imply being delivered to the receiving dock, department stockroom, or other point specified. The CITY accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the VENDOR until accepted by the CITY. The VENDOR shall be responsible for filing, processing, and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the ordering department will:
    - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
    - b. Report damage (whether visible or concealed) to the carrier and VENDOR, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
    - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the VENDOR, or for a reasonable time after notification to the VENDOR, whichever comes first.
    - d. Provide the VENDOR with a copy of the carrier's Bill of Landing and damage inspection report.
  2. **SAFETY STANDARDS:** Unless otherwise agreed to in writing by the CITY and VENDOR, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards related to safety.
-

3. **SERVICE AND WARRANTY:** Unless otherwise indicated in this agreement, **VENDOR** expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to project guidelines stipulated in Attachment 'A'; **VENDOR** further warrants that same shall be of good material and workmanship and free from defects. Any additional warranties that will be provided during the term of this agreement are included in Attachment 'A'.

4. **REMEDIES:** Failure to make delivery or to meet project guidelines authorizes the **CITY** to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting **VENDOR**. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, **VENDOR**, upon notice thereof from the **CITY**, shall promptly correct or replace the same at **VENDOR'S** expense. If **VENDOR** shall fail so to do, the **CITY** may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the **VENDOR**, all such goods will be held at **VENDOR'S** risk. The **CITY** may, and at **VENDOR'S** direction shall, return such goods to **VENDOR** at **VENDOR'S** risk, and all transportation charges, both to and from original destination, shall be paid by **VENDOR**. Any payment for such goods shall be refunded by **VENDOR** unless **VENDOR** promptly corrects or replaces the same at its expense.

5. **LIABILITY:** The **VENDOR** shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the **CITY** harmless against the claims by third parties resulting from the **VENDOR'S** breach of this agreement or the **VENDOR'S** negligence.

6. **PRICES AND TERMS:** Prices and terms shall be as reflected in the **VENDOR'S** response to the RFP (Attachment A).

7. **ACCEPTANCE OF PURCHASE ORDERS:** **VENDORS** are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and employees of the **CITY**, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal (Attachment A) or this agreement.

8. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, **MAY NOT** be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the **VENDOR**.

9. **SUMMARY OF TOTAL SALES:** VENDOR agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as mutually agreed in by the parties.

10. **PAYMENT:**

a. **INVOICING:** The VENDOR shall be paid within a reasonable time after submission of proper certified invoices to the CITY at the prices stipulated in this Agreement, including Attachment 'A'. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The VENDOR shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the VENDOR wishes to ship or service from a point other than the home office, the VENDOR will furnish a written list of these locations to the CITY. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.

b. **REQUIREMENTS ONLY PURCHASES:** Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities ordered and delivered. The CITY reserves the right to purchase none of the product and/or services or more than the quantity indicated in Attachment 'A'.

c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.

d. **DISCOUNTS:** VENDORS may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. VENDORS are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct Invoice at the office specified, whichever is later.

11. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the CITY and the VENDOR. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said

---

extended contract upon thirty days' prior written notice of termination by one party to the other.

12. **CONFLICT OF INTEREST:** This Contract Request is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All VENDORS must disclose the name of any Officer, Director or Agent who is also an employee of the City of Lawton or any of its Agencies or Subdivisions. Further, VENDOR must disclose the name of any CITY employee who owns, directly or indirectly, an interest of five percent (5%) or more in the VENDOR'S firm or any of its branches.

13. **PATENTS AND ROYALTIES:** The VENDOR, without exception, shall indemnify and save harmless the CITY of Lawton, Its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this contract, including its use by the City of Lawton. If the VENDOR uses any design, device or materials covered by trademark, patent, or copyright, it is mutually agreed and understood without exception that the prices of goods and services shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

14. **FACILITIES:** The CITY reserves the right to inspect the VENDOR'S facilities at any time with reasonable prior notice.

15. **BANKRUPTCY:** If the VENDOR becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the VENDOR, or if a receiver is appointed for the VENDOR, the CITY shall have the right to terminate this agreement upon written notice to the VENDOR without prejudice to any claim for damages or any other right of the CITY under this agreement.

16. **ASSIGNMENT:** This agreement shall not be assigned by the VENDOR without written consent of the CITY.

17. **INSURANCE:** Unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the CITY, showing the CITY as an additional insured thereunder without cost to the City of Lawton:

a. **General Liability:** The VENDOR shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a

comprehensive form as required by State law. In addition, the VENDOR shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$ 1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY. A current certificate, showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.

- b. **Automobile Liability:** The VENDOR shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the VENDOR shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the VENDOR'S business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.
  
- c. **Workers' Compensation:** The VENDOR shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the VENDOR and the CITY against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the VENDOR has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the CITY.

18. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.

- a. VENDOR specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes,

lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions hereof.

- b. When time is not of the essence, this contract shall be inoperative during such period that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the VENDOR has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

19. **DISCRIMINATION:** VENDOR agrees, in connection with the performance of work under this agreement:

- a. VENDOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental Impairment. The VENDOR shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The VENDOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The VENDOR agrees to include this non-discrimination clause in any subcontract connected with the performance of this agreement.
- c. In the event of the VENDOR'S non-compliance with the above nondiscrimination clause, this agreement may be terminated by the CITY. The VENDOR may be declared terminated by the CITY until satisfactory proof of intent to comply is made by the VENDOR.

20. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this agreement may be terminated by the CITY, in whole or in part, whenever it is determined to be in the best interest of the CITY.

- b. Any such termination shall be accomplished by the delivery to the VENDOR of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the VENDOR shall stop work and/or place no further orders under this agreement on the date and to the extent specified in the notice of termination.

21. **DISPUTES:**

- a. **Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma.
  - b. **Negotiation:** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within thirty (30) days from the Notice of Dispute, either Party may request mediation.
  - c. **Non-binding Mediation:** If mediation is requested the parties will select an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. Unless mutually agreed otherwise by the parties, any mediation brought under this section will be held in Lawton, Oklahoma.
  - d. **Litigation, Venue, and Jurisdiction:** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation or if mediation is not requested within forty-five (45) days of receipt of the Notice of Dispute, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Oklahoma. Each Party irrevocably agrees to
-

submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement. Venue of any such action will be the Oklahoma District Court of Comanche County, Oklahoma, or the Federal Court for the Western District of Oklahoma, whichever is appropriate. Nothing herein shall prevent either party from proceeding to court earlier, if necessary to protect the public health and safety.

22. **BUILDING INFORMATION MODELING (BIM) DELIVERABLES:**

- a. The VENDOR shall furnish design data with computations for all improvements involved in this contract.
- b. VENDOR will provide the CITY with Instruments of Service in electronic readable format. These Instruments of Service will be in addition to any other deliverables expressed in any part of this agreement, its exhibits, and attachments. The Instruments of Service consists of any and all project data to include, but not limited to, building information modeling (BIM) data; all partial, intermediate, and final versions of BIM models, AutoCad renderings, or similar 2-D or 3-D computer-aided designs or drafts; any and all AutoCad data and the like; all files, drawings, specifications, models, sketches, digital representations, and design documents.
- c. All aforementioned files, renderings, and data remain the CITY'S property to be delivered at the completion of each task and phase of the project, and at any time upon the CITY'S request. The Instruments of Service will be provided to the CITY in dgn format, or with the approval of the CITY, in a similar format translatable to .dxf and .dwg formats.
- d. The VENDOR also grants the CITY an unlimited license to use this data for the operations, maintenance, marketing, and any other purpose related to the effective implementation of the project, but not to be used for any other future projects.
- e. The CITY retains ownership of all copyrights relating to all drawings, models, and data.
- f. The CITY'S rights as described herein to the Instruments of Service supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings with respect to the subject matter, and all such

other negotiations, commitments, agreements, exhibits, attachments, and writings will have no further force or effect.

- g. The VENDOR will be held responsible for any mistakes or omissions in the work of the VENDOR, which appear during the final review by the CITY or during construction and will be required to do any work necessary to correct the mistakes or omissions in his work, without additional compensation.

23. **INTEGRATED AGREEMENT:** The General Conditions, terms, and requirements set forth in Attachment 'A' Request for Proposal and Response, including Pricing and Product Specifications (including references to the VENDOR'S "catalog", if any), are incorporated into this Contract. This writing, with any attachments hereto, constitutes the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. If there is any conflict or disagreement between the conditions and terms in this Agreement and the conditions and terms in the incorporated Attachment 'A' the conditions and terms in this Agreement shall supersede the conflicting language in Attachment 'A'.

24. **MODIFICATION:** This Contract may not be modified except in writing and signed by both parties.

- Signature Page Follows -

**SIGNATURE PAGE**

**CITY OF LAWTON, OKLAHOMA**  
A Municipal Corporation

\_\_\_\_\_  
STAN BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONNALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality on behalf of the CITY of Lawton, Oklahoma,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
JOHN ANDREWS, CITY ATTORNEY

\_\_\_\_\_  
VENDOR: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTACHMENT 'A'  
REQUEST FOR PROPOSAL AND RESPONSE,  
INCLUDING REQUIREMENTS AND  
QUALIFICATIONS

**CITY OF LAWTON  
REQUEST FOR PROPOSALS TO  
PERFORM EMPLOYEE DRUG & ALCOHOL TESTING**

The City of Lawton, Oklahoma is seeking proposals from qualified medical care professionals interested in providing drug testing for applicants being considered for employment with the City of Lawton, drug and alcohol testing of existing City of Lawton employees which there is a legal authorization for random or other type of testing such as reasonable suspicion “for cause” testing, post-accident testing or return to duty testing. The City of Lawton is seeking drug and alcohol testing during normal business hours (Monday – Friday 8am to 5pm) and after normal business hours (after 5pm and before 8am Monday -Friday) and weekends for post-accident and reasonable suspicion drug and alcohol testing of existing City of Lawton employees.

**SCOPE**

**Drug Screen Testing (DOT and NON-DOT)** - Existing employees and potential hires for which there is a legal requirement for testing or reasonable suspicion to suspect unlawful use or abuse of a chemical substance will also undergo the drug testing and/or an Evidential Breath Test for evidence of alcohol use of existing employees.

The initial screen must be by immunoassay or thin-layer chromatography methods. The confirmation testing must be by combination gas-liquid chromatography/mass spectrometry analysis. Collection methods, chain of custody, confidentiality, and specimen security must be in accordance with State and Federal guidelines. Also, the sample will be tested for adulteration. Testing must be conducted in a NIDA (National Institute for Drug Assessment) approved laboratory. Substances to be tested for on the non-DOT tests include amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, methadone, methaqualone, opiates, phencyclidine and propoxyphene (9 panel). DOT test must comply with 49 CFR Part 40. A qualified physician licensed to practice in the State of Oklahoma is to be designated by the provider as the Medical Review Officer (MRO) for the City of Lawton. The MRO will review all lab results. For positive test results, the MRO will contact the patient to discuss the positive result and will determine if it is due to a legitimate cause or due to the unlawful use or abuse of a chemical substance. The services of the MRO are to be included at no extra cost above the fee charged for each drug test.

**Random Testing** - For employee groups that participate in a random drug and alcohol testing program, the Human Resources Department or their designee will furnish to the provider the names and employee numbers of employees to be included in each testing pool. By use of appropriate computer software or other approved method, the provider will generate a random selection process to identify employees to be tested along with a list of alternates. The provider will keep all information related to employees selected for testing and the anticipated test date(s) confidential only releasing it to the Human

Resources Director or their designee. The Human Resources Director or their designee will be responsible for arranging for employees to report for testing as scheduled.

Timely processing and reporting of all test results is required. Negative drug test results must be reported to the City's Human Resources Department Director or their designee within 48 hours and positive results must be reported within 72 hours including weekends. Reporting will include access to results electronically.

No minimum or maximum number is guaranteed.

**Breath Alcohol Testing** – Existing employees for which there is a legal requirement for testing or reasonable suspicion to suspect unlawful use or abuse will also undergo a Breath Alcohol Test. See the random testing section above under Drug Screen Testing. It is anticipated 80-90 Evidential Breath Tests will be required annually. No minimum or maximum number is guaranteed.

**Other** - Please complete the attached evaluation forms for pricing and information gathering and note any exceptions or additions your firm has with the listed items.

The medical facility must be able to respond to testing request with within one hour of request and have the capabilities to deal with the City's needs either internally or with additional outside facilities.

Services will be contracted for one year with possible renewal for up to two additional one-year periods.

The City of Lawton reserves the right to reject any or all proposals or portions thereof.

Note: Proposals will not be accepted if submitted by fax or email.

### **Selection Criteria -**

The proposals will be evaluated based on the following criteria:

1. Qualifications and capabilities of the medical care provider to perform the required services.
2. Experience in satisfactorily performing similar services for other clients.
3. Timelines of service.
4. Cost of services.

PROPOSED CHARGES FOR PROFESSIONAL MEDICAL SERVICES AS SPECIFIED  
IN REQUEST FOR PROPOSALS  
Complete this page indicating unit cost to be charged the City of Lawton for medical services.

Service Pricing Fees	Normal Workday Cost	After-Hours or Weekend Cost
<b>A. Drug/Alcohol Testing</b>		
1. DOT Drug Screen Testing (including MRO services)	\$ _____ each	\$ _____ each
2. Non-DOT Drug Screen Testing (including MRO services)	\$ _____ each	\$ _____ each
3. DOT Breath Alcohol	\$ _____ each	\$ _____ each
4. Non-DOT Breath Alcohol	\$ _____ each	\$ _____ each
<b>Service Data Questionnaire</b>		
1. Will you provide secure web-based access to test results for drug and alcohol testing?		
2. Will you provide electronic web-based negative drug and alcohol test results to multiple people while not providing positive results to the same people?		
3. Will you provide electronic web-based positive drug and alcohol test results to limited people?		
4. Please provide the name and phone number for your after-hours and weekend contact person.		
5. Will you provide itemized billing?		
6. Will you provide utilization reports on a monthly basis? Please provide a sample report.		
7. Will you provide utilization reports broken down by City Departments on a monthly basis?		
8. Will you provide utilization reports broken down by type of service on a monthly basis?		
9. Will you provide utilization reports in an electronic format such as over the web or in MS Excel?		
10. List the specific location(s) for delivery of services. If different for specific services, please list and identify the service.		
11. Will you provide testing within the specified time frames? If no, please list the time frames needed for each service.		
12. Please provide 3 references that have used your services including name of contact, title, name of organization and phone number.		
13. Provide proof of the following licensure and accreditation requirements: a. Licensure issued by the U.S. Department of Health and Human Services (HHS; attach CLIA certificate)		

<p>b. Proof of having met the minimum standards to engage in urine drug testing for federal agencies. Provide proof of the last inspection by HHS or Office of Drug and Alcohol Policy and Compliance (ODAPC) to include any findings and/or Corrective measures.</p>	
<p>14. Provide proof of compliance with ongoing implementation of Health and Human Services (HHS) and Department of Transportation (DOT) prescribed procedures and controls on accuracy &amp; confidentiality of testing, reporting, record keeping &amp; specimen handling.</p>	
<p>15. Provide proof that the full-time laboratory director is an M.D., licensed to practice medicine in the State of Oklahoma, and board-certified in anatomical and clinical pathology.</p>	
<p>16. Provide an example of a chemistry (chem) panel and a CBC sample report.</p>	
<p>17. Describe your customer support services including your ability to provide prompt response to inquiries.</p>	
<p>18. Does the proposed MRO meet the DOT guidelines? (Please see <a href="http://www.dot.gov/ost/dapc/">http://www.dot.gov/ost/dapc/</a> (49 CFR part 40)</p>	