

# DOCTORS LABORATORY, INC.

2906 JULIA DRIVE • PO BOX 4750  
VALDOSTA, GA 31604  
(229) 244-4468 • FAX (229) 249-5181  
www.doctorslabinc.com

080385

September 2<sup>nd</sup>, 2008



City of Gainesville  
222 East University Avenue  
P.O. Box 490, Station 60  
Gainesville, FL 32602-0490  
Attn: Department of Risk Management

RE: Contracted Laboratory and After Hours Fee Schedules

Dear Mr. Steve Varvel:

After careful review of your current contracted clinical laboratory and toxicology pricing; including an assessment of the inclusive 24-hour post accident and reasonable suspicion testing. Doctors Laboratory would be agreeable to "take over" as the primary vendor for this particular contract, maintaining the current contracted testing fee schedules with a few exceptions to the 24-hour post accident fee schedule (please see table below).

24-Hour Post Accident & Reasonable Suspicion Testing	Minimum of 1 Hour Fee
Regular Hours – Mobile – Random and Pre-Scheduled After Hours Random	\$50.00
Regular Hours – Mobile – Post-Accident and Reasonable Suspicion	\$50.00
After Hours – In Clinic – Post-Accident, Reasonable Suspicion, and Unscheduled Random	\$75.00
After Hours – Mobile – Post-Accident, Reasonable Suspicion and Unscheduled Random	\$75.00

Should the City of Gainesville find it to be in the best interest of the City to make changes, Doctors Laboratory can be operational with a 30-day prior and written notice.

Best Regards,

Robert Anderson  
Regional Sales Manager  
Doctors Laboratory Inc.  
(800) 342-7552 ext. 2315

# NON-COMPETITIVE SITUATION WAIVER OF COMPETITIVE BIDDING

2008

VENDOR NAME & ADDRESS: **Doctors Laboratory, Inc**  
2906 Julia Drive  
Valdosta, GA 36109

COMMODITY (GENERAL DESCRIPTION) **Collection and Clinical Lab Services**

PLEASE CHECK ENTRY BELOW THAT APPLIES TO THE PROPOSED PURCHASE AND PROVIDE EXPLANATION. ATTACH ADDITIONAL DATA OR SUPPORT DOCUMENTATION AS MAY BE NECESSARY.

Sole Source: The only source through which the materials and services may be purchased (not available from any other vendor).

Explanation:

Specified Source: A source selected without competitive bidding for justifiable reasons

Explanation: The City's current collection site, Elite Services has not provided the services as described in their technical proposal. Specifically, they unilaterally change the lab facility for the City Drug Free Work Place program. The Federal Transit Authority requires that the random Drug Testing program take place during the "normal operating hours of the transit system". This requires the City to have available the ability to randomly test Monday through Sunday almost 24 hours a day. Doctors Lab has a local collection site and has agreed to fulfill the term of the current contract for this service, including after hours random and post-accident testing. Given the importance of adhering to the FTA drug testing standards, it is the best interest of the City to move the service to a more reliable vendor. Doctor's Lab has performed this function in the past and provided superior service than our current vendor.

Only Approved Source: Only one source meets the stated requirements of a specification based on a thorough qualitative and/or quantitative evaluation.

Explanation:

Of  
Evaluation:

I RECOMMEND THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT THE SERVICE OR MATERIAL BE PURCHASED FROM THE VENDOR INDICATED BASED ON THE EXISTENCE OF A NON-COMPETITIVE SITUATION AS DESCRIBED ABOVE.

REQUISITIONER

Date

9/4/08

DEPARTMENT HEAD

Date

9/4/08

CITY MANAGER DIRECT REPORTS

Date

9-4-08

CITY MANAGER OR DESIGNEE Date

September 4, 2008

Jacqueline Jagers, President  
Jagers Enterprises, Inc.  
5530 Bayside Drive  
Orlando, FL 32819

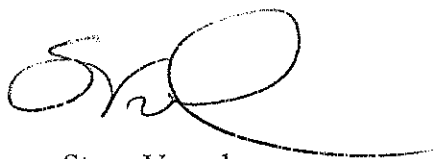
Dear Ms. Jagers,

It has recently come to my attention that the City of Gainesville's drug testing has been diverted from Doctor's Laboratory, Inc to another lab provider. This has caused significant delays in our ability to receive drug testing results and has caused my staff considerable additional work sorting out the mess with our Medical Review Officer. This action is also in violation of the contract Jagers Enterprises, Inc has with the City of Gainesville, where your technical proposal states that "all diagnostic lab tests will be processed by Doctor's Laboratory, Valdosta Georgia".

While this appears to be a breach of contract, the City of Gainesville is electing to utilize the cancellation clause as described in the Section V – General Conditions B. 7. which allows the contract to be terminated without cause upon 30 days written notice to the other party.

Accept this letter as official notice that the City of Gainesville will be terminating the contract for Collection and Clinical Laboratory Services effective October, 4, 2008. The City expects Jagers Enterprises, Inc. to continue to provide the services up to the date of termination as specified in the contract currently in place.

Sincerely,



Steve Varvel  
Risk Management Director

Cc: City of Gainesville Purchasing Division  
City Attorney's Office