

Term Contract

PO Box 210089
Cincinnati OH 45221-0089

Contract
Number: T421-05M
F.O.B.: FOB Delivered
Terms: 2% 10 DAYS
Buyer: Zondra C. Hall, A.P.P.
Phone: (513) 556-2364

Contractor:
Aegis Labs
345 Hill Ave
Nashville, TN 37210

**COMMODITY
OR SERVICE:** Drug Testing for Athletics

**ANNUAL ESTIMATED
REQUIREMENTS:** \$15,000.00

EFFECTIVE PERIOD:
(See Renewal Clause) From August 9, 2004 Through June 30, 2005

NUMBER OF PAGES: 8

CAUTIONS TO CONTRACTOR:

1. Make deliveries or perform services only in response to a signed release form and to departments authorized on the department page.
2. If you accept an emergency phone release, make certain you are given a contract release number. This release number is the key to payment. Your release number and tax I.D. number must be on the invoice.
3. Vendor to include a packing slip with shipment, showing term contract release number and individual item identifier numbers.
4. Attach a copy of the release form to two copies of the invoice. Mail to Invoices, University of Cincinnati, PO Box 212000, Cincinnati OH 45221-2000.
5. All releases that vendor will receive against this agreement will refer to quantity, item identifier, and a brief description. If vendor needs the full description, refer to the corresponding item on this original agreement.

University of Cincinnati
Purchasing Department



Authorized Purchasing Signature

Date

8-9-04

TERM CONTRACT GENERAL CONDITIONS AND TERMS OF AGREEMENT

- A. Acceptance: The Contractor, by accepting this contract, agrees to all of the conditions and terms specified therein, on attachments to, on the reverse hereof, and on any Bid Inquiry that preceded the award. Direct all correspondence relative to this contract to the Purchasing Department, University of Cincinnati, PO Box 210089, Cincinnati OH 45221-0089. Prices cannot be altered during the term unless that was a condition of the Contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs.
- B. If this contract does not agree with your quotation, contact the Buyer before performance begins. Prior to performance, the University may require additional information from the Contractor in order to insure that the firm is qualified and that the product or service offered will meet the need for which it is intended.
- C. Ship only those items and/or services requested by an authorized release form and priced by this contract. Prepay all shipments. Only items specifically listed in this contract and requested for delivery by the University release form will be subject to payment. University departments authorized to use this contract are listed herein.
- D. Quantities shown are more or less, and while we would expect to require this amount during the year, this contract is not an exclusive commitment. The Contractor(s) will honor the prices shown even though the quantities vary. Additional or unusual requirements (including those that would provide continuity), may be bought separately. Multiple awards are possible. Contractors may be added and assignments may be changed.
- E. Goods not conforming with this term contract will not be accepted. The Buyer must approve any substitution of non-conforming goods prior to shipment (in writing). Unless otherwise noted, the University expects the Contractor to maintain adequate inventory to guarantee a typical delivery or service performance within three days.
- F. Terms of this contract cannot be modified, altered, or changed without the specific written approval of the Buyer.
- G. In the event of default by the Contractor, including failure to deliver any item ordered within a reasonable time after acceptance of this contract, or if the University rightfully rejects the goods or services or revokes acceptance, the University may without waiving any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred. Further, in such event, the University, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this contract.
- H. Contractor may not assign or delegate duties under this term contract without written approval of the Buyer, nor may Contractor change sources of supply or brands identified in the contract without written approval.
- I. If the price for any item is reduced by the Contractor to a price below the price stated in this term contract prior to delivery, the selling price applicable shall be reduced to give the University the benefit of such lowered price.
- J. Contractor warrants that the goods covered by this term contract are of merchantable quality and fit for any intended purpose disclosed by the University to the Contractor or as represented by Contractor to the University. Contractor agrees to reimburse the University for any losses or consequential damages which it incurs because of defective goods or services. Further, Contractor agrees to defend, indemnify and hold the University harmless from any claims made by third persons arising from injury caused by allegedly defective goods or personal services and any consequential damages claimed. Said warranties are in addition to any express or implied warranties of Contractor.
- K. The University shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming with the terms of this agreement. Rejected goods will be returned to Contractor at Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to Contractor.
- L. In the event of any proceedings in bankruptcy or insolvency of Contractor, the University may, at its option, cancel any unfilled releases under this term contract without liability, whatsoever.
- M. Quantities delivered must equal exact amounts released unless otherwise agreed in writing by the Buyer.
- N. This term contract sets forth the entire agreement between the parties and shall be construed in conformance with the laws of the State of Ohio. All provisions of the Revised Code of the State of Ohio, and the Ohio Administrative Code, insofar as they apply to contracting by a state university, are made a part of this agreement.
- O. Where the contractor is manufacturing goods incorporating or making use of any trade, service or identifying mark of the University, Contractor will be required to obtain authorization and be licensed through the University Licensing Program.
- P. No Contractor or Subcontractor or any person acting on their behalf shall, by reason of Race, Color, Sex, Age, Handicap, National Origin or Ancestry discriminate in employment in the performance of work under this contract.
- Q. Contractor shall comply with provision of Executive Order 11246 as amended by Executive Order 11375 as supplemented by Department of Labor Regulation 41 CFR Part 60, the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor Regulation 29 CFR Part 3, the Bacon-Davis Act (40 USC 276a et.seq.), Sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857 et.seq.) to the extent that they are applicable. Contractor shall comply with CERCLA, SARA, and all other federal, state, and local environmental laws and regulations in performing this contract.
- R. Contractor warrants that it is not subject to an unresolved finding for recovery under section 9.24 of the Ohio Revised Code. If the warranty is deemed to be false, the purchase order or term contract is void ab initio and the Contractor must immediately repay to the University any funds paid under this order or contract.
- S. Contractor must comply with Rules and Regulations of the University of Cincinnati relative to Affirmative Action and Contract Compliance.
- T. No Agreement, Purchase Order, policy, or contract of any nature is automatically renewable. All transactions terminate in accordance with the limitations of the specific period stated and/or in the event that no chronological limit is established by the

expiration date of budget funds as set forth on this purchase order or term contract. In addition, when an agreement requires periodic payments by the University out of funds appropriated by the legislature of the State of Ohio extending beyond the expiration of a legislative funding period, the agreement shall be subject to cancellation by the University without penalty if funding is not provided by the State.

- U. Taxes: The University of Cincinnati is a state university of the State of Ohio. As such, it is exempt from most taxes, including State Sales and Use taxes, Real Estate taxes and Personal Property taxes. The University is without authority to pay such taxes if billed by Contractor. If any taxes must be paid by Contractor, they should have been reflected in the quotation. The University's federal taxpayer identification number is 31-6000989.
- V. Work for Hire: Contractor and University intend the Work and any and all documentation or other products and results of the services to be rendered by Contractor hereunder to be a work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of University. If for any reason the Work would not be considered a work-for-hire under applicable law, Contractor does hereby sell, assign, and transfer to University, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- W. The Contractor agrees to protect, defend, and save the University harmless against any demand for payment for the use of any

patented material, process, article or device that may enter in to the manufacture, construction, or form a part of the work covered by this agreement.

- X. Billings: Send two copies of your invoice stapled to a copy of the Release Form that authorized you to deliver merchandise or service to:
Invoices
University of Cincinnati
PO Box 212000
Cincinnati OH 45221-2000
Include your Federal Tax I.D. Number and our Release Number on your invoice. Payment will be made when the materials or services have been fully delivered and accepted to the full satisfaction of the University.
- Y. Statutory Conformity: Contractor warrants and represents that goods covered by the contract have been manufactured and transported in accordance with all requirements of the Fair Labor Standards Act and all other applicable federal, state, and municipal laws, rules and regulations.
- Z. Invoices exceeding the limits established by this term contract, or for materials not qualifying under its specifications are not subject to payment. Issue invoices that fully describe the product or service that you have rendered, together with our release number. Do not issue statements. If you send your invoice to the wrong address, expect payment to be delayed. Discount period will begin on receipt of invoice or merchandise, whichever is later. Payment will be made by ordinary mail and date of postmark is date of payment, unless otherwise agreed to in writing. The University reserves the right to use cash payment terms and all other discounts in its evaluation of bids. It will not pay finance or other so called late charges.

Term Contract
Special Terms and Conditions of Agreement

Contract Duration

This is the first approximately 11 months of a contract that may be renewed for two additional one-year periods. Each option would be exercised automatically, unless written notice to the contrary is filed with either party not later than 60 calendar days prior to the expiration date of the contract. All such notices to be transmitted by registered or certified mail.

It is understood and agreed that the contract may be renewed only under the same conditions governing the original contract. Any request for a change in the contract shall be interpreted as a request not to renew the contract.

Smoking

Smoking is not permitted in any University building or non-designated area.

Standards Of Dress

Standards of dress and personal hygiene should be in accordance with departmental policies.

Safety

When contracted services are provided on University of Cincinnati premises the contractor agrees to abide by all established health and safety policies and procedures listed in the Industrial Health and Safety Manual and under the University of Cincinnati Radiation Control and Safety Program. These policies include, but are not limited, no food, drink or tobacco products in any laboratory environment and watching for hazardous material signage. Prior to working in areas where hazardous material signage is present contractors shall contact an appropriate representative of the University of Cincinnati and ensure the contractor is made aware of and then abides by applicable safety precautions.

Procurement Cards

The following vendor has agreed to allow end users of this Term Contract to use University-supplied charge cards (Visa) at no additional cost to procure awarded goods or services.

Aegis Labs

Term Contract
Special Terms and Conditions of Agreement (Continued)

Scope

To facilitate payment for drug testing services for athletes. The number of athletes to be tested during this first year of the contract is approximately 500.

Tests to be conducted

Drug	Screen Cut-Off	Confirmation Cut-Off
Amphetamines / Methamphetamines	300 ng/mL	100 ng/mL
Cocaine Metabolites	100 ng/mL	50 ng/mL
Cannabinoids	20 ng/mL	5 ng/mL
Ephedrine	5 ug/mL	5 ug/mL
Opiates	100 ng/mL	50 ng/mL
Phencyclidine (PCP)	20 ng/mL	10 ng/mL
Barbituates	200 ng/mL	100 ng/mL
Benzodiazepines	200 ng/mL	100 ng/mL
Methadone	300 ng/mL	300 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL

Vendor has agreed to secure storage of all positive samples, and support in court on all trials resulting of positive results.

Vendor has agreed to provide the following supplies and services.

- i) Split container collection
- ii) Temperature strips on containers
- iii) PH strips
- iv) Chain of custody forms
- v) Courier service that picks up sample at designated site (216 Shoemaker, 150 Stadium Drive, University of Cincinnati 45221-0021)

University of Cincinnati
Vendor List

Vendor No. Vendor Name & Address

001	Aegis Labs 345 Hill Ave Nashville TN 37210 Phone: 800-533-7052 exten 613 Fax: 615-255-3030	Vendor ID: 6215393870 FOB: FOB Delivered Terms: 2% 10 DAYS Delivery Days: 090
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Using Department: Be certain that individual items on this contract are ordered from the correct vendor.
Vendor: Only those items awarded to vendor indicated are allowed to be shipped under this contract.
See attached schedule for items, prices, and vendor award

University of Cincinnati
Department List

Stor. Loc./ Del. Pt.	Department Name
0021-97	Athletics

University of Cincinnati
Term Contract
Price Page

<u>Item Identifier</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Vendor</u>
421001	500	TEST	Testing for the drugs identified in the special terms section titled "Tests to be conducted". Commodity Code No. 1000-22	28.000	001

TERM CONTRACT CHANGE ORDER

Date: June 10, 2005

Contract #: T421-06M

For Information

Call: Zondra C. Hall, A.P.P.

Phone: (513) 556-2364

Vendor Code: 6215393870

Vendor: Aegis Labs
345 Hill Ave
Nashville TN 37210

Commodity/Service: Drug Testing for Athletics

Explanation:

Refer to the above agreement in your possession. The following checked changes are effective beginning July 1, 2005. All other terms and conditions remain the same as cited in the applicable bid inquiry and term contract.

Term Contract number T421-05M is hereby renewed for one additional year under the new contract number T421-06M and, in accordance with the prices, terms, and conditions of the original contract. On the above effective date, the attached new Department Page replaces the current one in the term contract. It identifies the University departments authorized to issue release orders for the period July 1, 2005 through June 30, 2006.

Replace the existing price page(s) _____ with the attached corresponding price page(s) due to changes to the following item identifier number(s):

Reason:

Information on the following vendor(s) has hereby changed in accordance with the attached Vendor List. Please update your records accordingly and replace the existing page(s) with the attached corresponding page(s). Vendor(s) affected:

Other:

Purchasing Dept Notes:

For March through June Use Only:
Change Also Affects Renewal?

hp
6/20/05



Approval

TERM CONTRACT CHANGE ORDER

Date: May 2, 2006

Contract #: T421-07M

Vendor Code: 108859

For Information

Vendor: Aegis Labs
345 Hill Ave
Nashville TN 37210

Call: Zondra C. Hall, A.P.P.

Phone: (513) 556-2364

Commodity/Service: Drug Testing for Athletics

Explanation:

Refer to the above agreement in your possession. The following checked changes are effective beginning July 1, 2006. All other terms and conditions remain the same as cited in the applicable bid inquiry and term contract.

Term Contract number T421-06M is hereby renewed for one additional year under the new contract number T421-07M and, in accordance with the prices, terms, and conditions of the original contract. On the above effective date, the attached new Department Page replaces the current one in the term contract. It identifies the University departments authorized to issue release orders for the period July 1, 2006 through June 30, 2007.

Replace the existing price page(s) _____ with the attached corresponding price page(s) due to changes to the following item identifier number(s):

Reason:

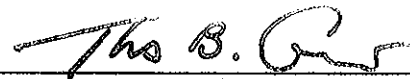
Information on the following vendor(s) has hereby changed in accordance with the attached Vendor List. Please update your records accordingly and replace the existing page(s) with the attached corresponding page(s).
Vendor(s) affected:

Other:

Purchasing Dept Notes:

For March through June Use Only:
Change Also Affects Renewal?

CA
5/6/06



Approval