



University of Connecticut
Office of Audit, Compliance and Ethics

February 5, 2007

Scott Fontaine
6146 S. Cushman Ave.
Tacoma, WA 98408

Via FIRST CLASS MAIL

Re: *Freedom of Information Request*

Dear Mr. Fontaine:

I serve as Privacy Officer and coordinator for Freedom of Information requests received by the University of Connecticut. A copy of your request for records maintained by the University of Connecticut concerning drug testing of student athletes has been forwarded to me by the Office of the President. Thank you for your correspondence.

Your request has been provided to the appropriate University personnel to commence compilation and review of the available documents that are not excepted from disclosure pursuant to the Connecticut Freedom of Information Act and/or other relevant laws.

Once the records relevant to your request have been compiled and reviewed, you will be contacted to discuss the total charge for copies, if any, and the most appropriate manner of transferring same to you.

Very Truly Yours,

Rachel Krinsky Rudnick, JD, CIPP
University Privacy Officer

Cc: P. Austin
S. Brohinsky
R. Urban
J. Hathaway
P. McCarthy

An Equal Opportunity Employer

Allyn Larabee Brown Building
9 Walters Avenue Unit 5084
Storrs, Connecticut 06269-5084

Telephone: (860) 486-4526
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University of Connecticut
Office of Audit, Compliance and Ethics

March 27, 2007

Scott Fontaine
6146 S. Cushman Ave.
Tacoma, WA 98408

Via FIRST CLASS MAIL

Re: *Freedom of Information Request*

Dear Mr. Fontaine:

The documents responsive to your request under the Connecticut Freedom of Information Act have been compiled and reviewed. The documents or portions thereof that are not exempt from the disclosure requirements of the Freedom of Information Act or protected from disclosure by Federal law or regulation are enclosed with this letter.

As you can see, some of the information in the enclosed documents has been redacted. In addition, the specific records relating to the individual students who were tested are not enclosed, as they are medical documents regarding students. The redacted portions of the enclosed documents and the records that have not been provided to you are exempt from the disclosure requirements in accordance with Connecticut General Statute § 1-210(b)(2), (11) and (17), and are prohibited from disclosure under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations, 45 C.F.R. § 160.101, *et seq.*

As a courtesy, the University has waived the standard fees it charges for the processing of Freedom of Information requests. As a result, the enclosed records are provided to you without a charge.

If you have any questions, please do not hesitate to contact me at (860) 486-5256 or rachel.krinsky@uconn.edu.

Very Truly Yours,

Rachel Krinsky Rudnick, JD, CIPP
University Privacy Officer

An Equal Opportunity Employer

Allyn Larabee Brown Building
9 Walters Avenue Unit 5084
Storrs, Connecticut 06269-5084

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Facsimile: (860) 486-4527

e-mail: wwwaudit@uconnvm.uconn.edu
web: <http://www.audit.uconn.edu>

Encl. (87 pages)

Cc (w/ encl.): M. Enright
Cc (w/o encl.): P. Austin
S. Brohinsky
R. Urban
J. Hathaway
P. McCarthy

Dates	Administered Drug Tests	Positives
August, 2004	126	5
September, 2004	25	1
October, 2004	41	
November, 2004	11	1
December, 2004	1	
February, 2005	36	
March, 2005	35	2
April, 2005	64	
May, 2005	2	
August, 2005	102	
September, 2005	22	
October, 2005	18	
December, 2005	1	1
January, 2006	15	1
February, 2006	39	1
March, 2006	36	
April, 2006	42	11
May, 2006	12	
August, 2006	96	2
September, 2006	49	1
October, 2006	12	1
November, 2006	13	3
January, 2007	2	

Division of Athletics

Substance Abuse Program for Student-Athletes

The abuse and misuse of drugs and alcohol is a major problem for all segments of contemporary American society. This problem is a complex one and solutions, if they exist, will be equally complex. In order to aid in the understanding of the problem and its potential solutions, the University of Connecticut has determined to develop a program of drug and alcohol education and testing for its student-athletes. It should be understood that there are no specific drug problems which are specific to student-athletes. However, student-athletes occupy a special position in the University community: they must maintain a high degree of physical fitness and alertness to perform to the best of their capacity in their athletic endeavors; they must adhere rigorously to the highest standards of ethical behavior in their chosen sports; and they must be prepared to be viewed as role models by their peers. These and other demands placed upon the student-athlete by the University community make it essential that student-athletes exist in a drug-free environment and learn to use alcohol in a legal and responsible manner. With the twin goals of a drug-free environment and responsible management of alcohol use in mind, the University has developed the following program of education and identification.

Educational Programs

In programs conducted by members of the University medical staff and other University personnel, student-athletes will become acquainted with the hazards of the use of both the performance-enhancing drugs and the so-called "street" or "illicit" drugs, including alcohol. The purpose of these educational programs will be to familiarize the student-athletes with the scope of the problem, to acquaint them with the facilities and procedures available to them should they experience problems of drug and/or alcohol abuse, and to begin to provide them with the tools necessary to live a life free from the problems associated with either drug or alcohol abuse. All student-athletes shall attend these educational programs; such attendance will be a condition of their continuation as members of athletic teams at the University.

In addition to the educational programs for student-athletes, University staff will conduct a drug education program for coaches and other personnel of the Division of Athletics. This program will focus on identification of the signs of drug or alcohol dependency among the student-athlete population and on the procedures through which coaches and trainers may refer student-athletes to the appropriate medical personnel for evaluation and, if necessary, treatment.

The Drug Testing Program

The University of Connecticut's program of drug testing for student-athletes is designed to enhance the overall health and well-being of student-athletes by determining, through random testing and testing based upon individualized reasonable suspicion, those individuals who are in need of assistance because of a possible reliance on addictive substances. If a student-athlete is identified, through the procedures described in the following section entitled "Procedures for Drug Use Identification and Drug Testing", as a user of a specific drug or drugs, he or she will be referred to the appropriate medical personnel for evaluation, counseling, and treatment. The drugs for which testing may be conducted include, but are not limited to:

- 1) **Street Drugs**, including *amphetamines, ecstasy (MDMA), barbiturates, benzodiazepines, cannabinoids (marijuana), cocaine, methaqualone, opiates, and phencyclidine (PCP)*;
- 2) **Anabolic Steroids**, including *oxymetholone, methandrostenolone, oxandrolone, ethylstrenol, stanozolol, and nandrolone* (among others);

- 3) **Nutritional Supplements**, including *androstenedione, androstenediol, norandrostenedione, norandrostenediol, DHEA, and ephedrine*. Although these supplements can be purchased legally, they are banned by the NCAA and other athletic governing bodies.

Procedures for Drug-Testing

The University's drug-testing program is composed of three different testing regimens. The first of these is a random testing program. Under the random testing program, a random list of student-athletes' names will be generated on a regular basis. These student-athletes will be contacted by members of the Sports Medicine staff and will be required to be present at the drug testing site at the prescribed time. A student-athlete is considered to be subject to random drug testing at any time of the calendar year if the following conditions are met:

- 1) They are currently on an official roster of one of the intercollegiate athletic teams. *And*
- 2) They are either enrolled in classes at the university or they are participating in workout programs that are either supervised by University of Connecticut Division of Athletics staff members or involve the use of University of Connecticut facilities.

The second testing regimen is the University's probable cause drug testing program. Drug testing, in this situation, is performed after the identification of possible drug-users through what is known as "probable cause" or an individualized reasonable suspicion, based upon the observation of certain symptoms, that an individual is using either street drugs or performance-enhancing drugs. No probable cause tests will be carried out unless there is a reasonable suspicion that a student-athlete is using such drugs. The determination of probable cause or individualized reasonable suspicion may be made by: 1) a physician who identifies specific symptoms during the course of a routine or special physical examination; or 2) a coach or trainer who identifies symptoms in a student-athlete which indicate possible drug use. If the identification of symptoms is made by a physician, then testing (as described below) may take place immediately. If the identification of symptoms is made by a coach or trainer, then the student-athlete will be referred to the Director of Sports Medicine immediately for possible testing. Any testing procedure for probable drug use will be done immediately following the determination by a physician that a reasonable suspicion exists that the student-athlete is using either street drugs or performance-enhancing drugs. The student-athlete must be informed of the reasons for such testing procedures prior to being tested.

The third testing regimen involves the testing of all student-athletes prior to their participation in an NCAA Championship event or bowl contest where drug testing will likely be performed by the NCAA. Positive test results from this testing will be handled in the same fashion as with all other tests.

The testing procedure will involve the collection of specimens of urine from the student-athlete. This collection procedure will be observed by Health Care personnel.

When collected specimens are referred to an outside laboratory, a proper and effective chain of custody of collection specimens will be observed. The specimens collected from a student-athlete will be split into two samples, labeled "A" and "B", at the time of collection. Both samples will be sealed in the student-athlete's presence. The samples will then be forwarded to the outside laboratory for analysis. (The specific laboratory will be determined by the Director of Athletic Medicine.)

The testing laboratory will test specimen "A" from the student-athlete, using an immunoassay technique. If by immunoassay a student-athlete's urine specimen is found to contain any of the drugs mentioned above or other street drugs or performance-enhancing substances, a secondary confirmatory test will be performed by gas chromatography/mass spectroscopy. If this second test is positive, specimen "B" will be retained for possible later evaluation.

Thursday	Mansfield Natchaug Hospital 189 Stores Rd. (Rt. 195), Willimantic	7:30 noon	Open
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Local Narcotics Anonymous Meetings

<i>Meeting Days</i>	<i>Meeting Location</i>	<i>Time</i>	<i>Type of Meeting</i>
Friday	Second Congregational Church Church Rectory, Route 44, Coventry	12:00 midnight	Open

Local O.A. (Overeaters' Anonymous) Meetings

<i>Meeting Days</i>	<i>Meeting Location</i>	<i>Time</i>	<i>Type of Meeting</i>
Thursday	Storrs Congregational Church Route 195, Community House	2:00 pm	Open

Local A.C.O.A. (Adult Children of Alcoholics) Meetings

Meeting Days	Meeting Location	Time	Type of Meeting
Wednesday	Congregational Church Route 195, Mansfield Center	7:00 pm	Open
Sunday	2nd Congregational Church Church Rectory, Route 44, Coventry	1:00 pm	Open

There are more meetings in the Willimantic area and it is possible to get assistance if you need rides to meetings. Many individuals who attend are willing to provide transportation. Please ask for help if you need it.

For further information, contact:

Alcohol Education Program
Phone : 486-5537
Wilbur Cross Building
Room 15, Ground Floor

Dear [REDACTED]:

As a result of drug testing on [REDACTED], you have been identified as having [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be expected to meet with your team physician at a mutually agreeable time for appropriate evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a 2nd positive drug test.

#2: You will have another urine specimen collected between 2 and 8 weeks after your recent test. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a second positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a second positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained.

Finally, because this is your first positive test, the only notification from the Sports Medicine office will be to the office of the Director of Athletics and to your head coach. Your parents will not be notified. Our primary concern is in your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

Name

Date

Witness

Date

Dear [REDACTED]:

As a result of drug testing on [REDACTED], you have been identified as having [REDACTED] and [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be expected to meet with your team physician at a mutually agreeable time for appropriate evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a 2nd positive drug test.

#2: You will have another urine specimen collected between 2 and 8 weeks after your recent test. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a second positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a second positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained.

Finally, because this is your first positive test, the only notification from the Sports Medicine office will be to the office of the Director of Athletics and to your head coach. Your parents will not be notified. Our primary concern is in your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

[REDACTED]

Name

[REDACTED]

Date

J. Ant MD

Witness

[REDACTED]

Date

Dear [REDACTED]:

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. This is the second positive test that you have received for a banned recreational drug. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

- #1: You will be subject to a 30-60 day suspension from practice and competition. The length of this suspension is at the discretion of your head coach, the Director of Athletics and the Director of Sports Medicine.
- #2: At the end of this suspension period, you will be subject to another urine specimen collection. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a third positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a third positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained
- #3: You will be expected to meet again with a drug and alcohol counselor at a mutually agreeable time for further, more intensive, evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a third positive drug test. The length and number of these sessions will be determined by the substance abuse counselor.
- #4: You will be subject to periodic drug testing for the remainder of your athletic career. Rules for these tests will be exactly the same as noted before. If you have another positive drug test, you will face suspension for the remainder of the academic year and will be referred for further counseling.

Notification of this second positive test will be made from the Sports Medicine office to the office of the Director of Athletics and to your head coach. This second positive test heightens our level of concern that your drug use may be having a detrimental effect on your athletic and academic careers, as well as your life in general. Our primary concern remains your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

_____	_____
Name	Date
_____	_____
Witness	Date

Dear [REDACTED]

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. This is the second positive test that you have received for a banned recreational drug. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be subject to a 30-60 day suspension from practice and competition. The length of this suspension is at the discretion of your head coach, the Director of Athletics and the Director of Sports Medicine.

#2: At the end of this suspension period, you will be subject to another urine specimen collection. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a third positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a third positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained

#3: You will be expected to meet again with a drug and alcohol counselor at a mutually agreeable time for further, more intensive, evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a third positive drug test. The length and number of these sessions will be determined by the substance abuse counselor.

#4: You will be subject to periodic drug testing for the remainder of your athletic career. Rules for these tests will be exactly the same as noted before. If you have another positive drug test, you will face suspension for the remainder of the academic year and will be referred for further counseling.

Notification of this second positive test will be made from the Sports Medicine office to the office of the Director of Athletics and to your head coach. This second positive test heightens our level of concern that your drug use may be having a detrimental effect on your athletic and academic careers, as well as your life in general. Our primary concern remains your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

Name

Date

Witness

Date

Dear [REDACTED]

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

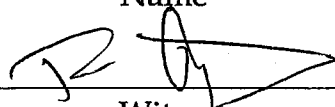
#1: You will be expected to meet with your team physician at a mutually agreeable time for appropriate evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a 2nd positive drug test.

#2: You will have another urine specimen collected between 2 and 8 weeks after your recent test. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a second positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a second positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained.

Finally, because this is your first positive test, the only notification from the Sports Medicine office will be to the office of the Director of Athletics and to your head coach. Your parents will not be notified. Our primary concern is in your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.


I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

[REDACTED]

Name


Witness

[REDACTED]

Date


Date

Dear [REDACTED]:

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. This is the third positive test that you have received for a banned recreational drug. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be barred from practice and competition for the remainder of the academic year as outlined in the University of Connecticut Division of Athletics Drug Testing Policy.

#2: You will be subject to continued drug testing during the suspension period. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a fourth positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a fourth positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained

#3: You will be expected to continue meeting with a drug and alcohol counselor at a mutually agreeable time for further, more intensive, evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a fourth positive drug test. The length and number of these sessions will be determined by the substance abuse counselor.

#4: You will be subject to periodic drug testing for the remainder of your athletic career. Rules for these tests will be exactly the same as noted before. If you have another positive drug test, you will lose your grant-in-aid and will be permanently barred from practice and competition in your sport or any other athletic event sponsored by the University (including intramural competition).

Notification of this third positive test will be made from the Sports Medicine office to the office of the Director of Athletics and to your head coach. This third positive test heightens our level of concern that your drug use may be having a detrimental effect on your athletic and academic careers, as well as your life in general. Our primary concern remains your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

Name

Date

Witness

Date

Dear [REDACTED]

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be expected to meet with your team physician at a mutually agreeable time for appropriate evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a 2nd positive drug test.

#2: You will have another urine specimen collected between 2 and 8 weeks after your recent test. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a second positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a second positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained.

Finally, because this is your first positive test, the only notification from the Sports Medicine office will be to the office of the Director of Athletics and to your head coach. Your parents will not be notified. Our primary concern is in your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

_____	_____
Name	Date
_____	_____
Witness	Date

Dear [REDACTED]

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be expected to meet with your team physician at a mutually agreeable time for appropriate evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a 2nd positive drug test.

#2: You will have another urine specimen collected between 2 and 8 weeks after your recent test. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a second positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a second positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained.

Finally, because this is your first positive test, the only notification from the Sports Medicine office will be to the office of the Director of Athletics and to your head coach. Your parents will not be notified. Our primary concern is in your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

_____	_____
Name	Date
_____	_____
Witness	Date

Dear [REDACTED]

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. This is the second positive test that you have received for a banned recreational drug. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

- #1: You will be subject to a 30-60 day suspension from practice and competition. The length of this suspension is at the discretion of your head coach, the Director of Athletics and the Director of Sports Medicine.
- #2: At the end of this suspension period, you will be subject to another urine specimen collection. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a third positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a third positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained
- #3: You will be expected to meet again with a drug and alcohol counselor at a mutually agreeable time for further, more intensive, evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a third positive drug test. The length and number of these sessions will be determined by the substance abuse counselor.
- #4: You will be subject to periodic drug testing for the remainder of your athletic career. Rules for these tests will be exactly the same as noted before. If you have another positive drug test, you will face suspension for the remainder of the academic year and will be referred for further counseling.

Notification of this second positive test will be made from the Sports Medicine office to the office of the Director of Athletics and to your head coach. This second positive test heightens our level of concern that your drug use may be having a detrimental effect on your athletic and academic careers, as well as your life in general. Our primary concern remains your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

_____	_____
Name	Date
_____	_____
Witness	Date

Dear [REDACTED]:

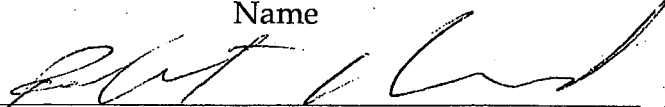
As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be expected to meet with your team physician at a mutually agreeable time for appropriate evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a 2nd positive drug test.

#2: You will have another urine specimen collected between 2 and 8 weeks after your recent test. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a second positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a second positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained.

Finally, because this is your first positive test, the only notification from the Sports Medicine office will be to the office of the Director of Athletics and to your head coach. Your parents will not be notified. Our primary concern is in your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

[REDACTED]	[REDACTED]
Name	Date
	[REDACTED]
Witness	Date

Dear [REDACTED]

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. This is the second positive test that you have received for a banned recreational drug. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be subject to a 30-60 day suspension from practice and competition. The length of this suspension is at the discretion of your head coach, the Director of Athletics and the Director of Sports Medicine.

#2: At the end of this suspension period, you will be subject to another urine specimen collection. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a third positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a third positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained

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Notification of this second positive test will be made from the Sports Medicine office to the office of the Director of Athletics and to your head coach. This second positive test heightens our level of concern that your drug use may be having a detrimental effect on your athletic and academic careers, as well as your life in general. Our primary concern remains your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

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[REDACTED] _____
Name Date

[Signature] MD _____
Witness Date

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[REDACTED]

Name

[REDACTED]

Date

[Handwritten Signature]

Witness

[REDACTED]

Date

Dear [REDACTED]

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

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Name

Date

Witness

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_____	_____
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[REDACTED]

Name

[REDACTED]

Date

[Handwritten Signature] MO

Witness

[REDACTED]

Date

Dear [REDACTED]

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[REDACTED]	[REDACTED]
_____ Name	_____ Date
[Signature]	[REDACTED]
_____ Witness	_____ Date

Dear [REDACTED]:

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. This is the second positive test that you have received for a banned recreational drug. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

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[REDACTED]	[REDACTED]
_____ Name	_____ Date
[Signature] MD Witness	[REDACTED] Date

Dear [REDACTED]

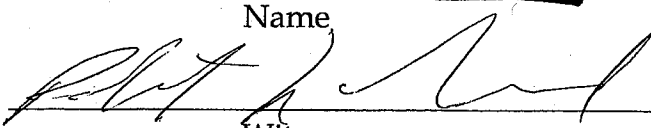
As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be expected to meet with your team physician at a mutually agreeable time for appropriate evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a 2nd positive drug test.

#2: You will have another urine specimen collected between 2 and 8 weeks after your recent test. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a second positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a second positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained.

Finally, because this is your first positive test, the only notification from the Sports Medicine office will be to the office of the Director of Athletics and to your head coach. Your parents will not be notified. Our primary concern is in your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

[REDACTED]	[REDACTED]
_____ Name	_____ Date
	[REDACTED]
_____ Witness	_____ Date

Dear [REDACTED]

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be expected to meet with your team physician at a mutually agreeable time for appropriate evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a 2nd positive drug test.

#2: You will have another urine specimen collected between 2 and 8 weeks after your recent test. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a second positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a second positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained.

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I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

[REDACTED]	[REDACTED]
_____ Name	_____ Date
[Signature] MD	[REDACTED]
_____ Witness	_____ Date

Dear [REDACTED]

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be expected to meet with your team physician at a mutually agreeable time for appropriate evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a 2nd positive drug test.

#2: You will have another urine specimen collected between 2 and 8 weeks after your recent test. You will be notified at the time of testing. Failure to show up for the scheduled drug test will result in penalties consistent with a second positive drug test. You will also be expected to be on time. We will wait 15 minutes for you. If you are not present at the end of that period of time, you will be considered a no show and penalties consistent with a second positive test will be assessed. Make sure you do not take in excessive amounts of fluid prior to your drug test. This will result in dilution of your urine sample and will require you to wait at the testing site until an appropriately concentrated specimen is obtained.

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I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

[REDACTED]
Name
[Signature] MD
Witness

[REDACTED]
Date
[REDACTED]
Date

Dear [REDACTED]

As a result of drug testing on [REDACTED] you have been identified as having [REDACTED] found in your urine. As outlined in the University of Connecticut Division of Athletics Drug Testing Policy you signed at the beginning of the year, the following will occur:

#1: You will be expected to meet with your team physician at a mutually agreeable time for appropriate evaluation and counseling. These meetings are for your benefit and are done because of our concern for your health and well being. They are also mandatory and failure to show up for one of these meetings will result in penalties consistent with a 2nd positive drug test.

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Finally, because this is your first positive test, the only notification from the Sports Medicine office will be to the office of the Director of Athletics and to your head coach. Your parents will not be notified. Our primary concern is in your ability to continue to pursue a healthy and productive life. All of the steps outlined above are consistent with the drug testing document you signed and dated at the beginning of this year. They are reiterated here solely to remind you specifically of your responsibilities.

I have read and understand the above responsibilities and agree to them. I have also read and initialed the copies of the sanctions for testing positive for street drugs here at the University of Connecticut.

_____	_____
Name	Date
_____	_____
Witness	Date

Drug Free Sport

THE NATIONAL CENTER
FOR DRUG FREE SPORT, INC.

Drug Testing Panel Codes and Descriptions For August 2004-July 2005

Panel	Codes for CCF	Drugs Tested	Screen Cut-Offs	Confirm Cut-Offs
Basic Sports Panel #20	BSP P703	Amphetamines/Methamphetamines Cocaine Cannabinoids	300 ng. /mL 100 ng. /mL 20 ng. /mL	100 ng. /mL 50 ng. /mL 5 ng. /mL
* Basic Sports Panel with Ephedrine #24	BSPE V336	Amphetamines/Methamphetamines Cocaine Cannabinoids Ephedrine	300 ng. /mL 100 ng. /mL 20 ng. /mL n/a	100 ng. /mL 50 ng. /mL 5 ng. /mL 5 µg. /mL
SMART™ 4 Sports Panel #24	BSP P704	Amphetamines/Methamphetamines Cocaine Cannabinoids Opiates	300 ng. /mL 100 ng. /mL 20 ng. /mL 300 ng. /mL	100 ng. /mL 50 ng. /mL 5 ng. /mL 300 ng. /mL
SMART™ 4 Panel with Ephedrine #24	BSPE V675	Amphetamines/Methamphetamines Cocaine Cannabinoids Opiates Ephedrine	300 ng. /mL 100 ng. /mL 20 ng. /mL 300 ng. /mL n/a	100 ng. /mL 50 ng. /mL 5 ng. /mL 300 ng. /mL 5 µg. /mL
SMART™ 5 Sports Panel #26	SMRT5 P705	Amphetamines/Methamphetamines Cannabinoids Cocaine Opiates PCP	300 ng. /mL 20 ng. /mL 100 ng. /mL 300 ng. /mL 20 ng. /mL	100 ng. /mL 5 ng. /mL 50 ng. /mL 300 ng. /mL 10 ng. /mL
SMART™ 7 Sports Panel #28	SMRT7 P707	Amphetamines/Methamphetamines Cannabinoids Cocaine Opiates PCP Barbiturates Benzodiazepines	300 ng. /mL 20 ng. /mL 100 ng. /mL 100 ng. /mL 20 ng. /mL 200 ng. /mL 200 ng. /mL	100 ng. /mL 5 ng. /mL 50 ng. /mL 50 ng. /mL 10 ng. /mL 100 ng. /mL 100 ng. /mL
SMART™ Sports 9 Panel	SMRT9 P709	Amphetamines/Methamphetamines Cannabinoids Cocaine Opiates PCP Barbiturates Benzodiazepines	300 ng. /mL 20 ng. /mL 100 ng. /mL 100 ng. /mL 20 ng. /mL 200 ng. /mL 200 ng. /mL	100 ng. /mL 5 ng. /mL 50 ng. /mL 50 ng. /mL 10 ng. /mL 100 ng. /mL 100 ng. /mL

Panel	Codes to CCF	Drugs Tested	Screen Cut-Offs	Confirm Cut-Offs
SMART™ Expanded Panel	SMR2 V874	Amphetamines Barbiturates Benzodiazepines Cocaine Methadone Opiates Phencyclidine (PCP) Propoxyphene Cannabinoids Ethanol (alcohol) and GC/MS screen: <u>Narcotics:</u> codeine dextromethorphan (Romilar) fentanyl hydrocodone (Vicodin) ketamine (Ketalar) meperidine (Demerol) meprobamate/carisoprodol (Miltown/Soma) oxycodone (Percocet, OxyContin) tramadol (Ultram) <u>Stimulants:</u> MDMA/MDA (Ecstasy) diethylpropion (Tenuate) ephedrine methylphenidate (Ritalin) phenmetrazine (Preludin) phendimetrazine (Plegine) phentermine (Adipex) phenylpropanolamine pseudoephedrine	1,000 ng. /mL 300 ng. /mL 300ng. /mL 300 ng. /mL 300 ng. /mL 300 ng. /mL 25 ng. /mL 300 ng. /mL 20 ng. /mL 0.02%	500 ng. /mL 200 ng. /mL 300 ng. /mL 150 ng. /mL 200 ng. /mL 300 ng. /mL 25 ng. /mL 200 ng. /mL 15 ng. /mL 0.02%
SAMHSA 5 Drug Panel	5SPC P705	Amphetamines/Methamphetamines Cannabinoids Cocaine Opiates PCP	1,000 ng. /mL 20 ng. /mL 300 ng. /mL 2,000 ng. /mL 25 ng. /mL	500 ng. /mL 5 ng. /mL 150 ng. /mL 300 ng. /mL 25 ng. /mL
SAMHSA 5 Drug Panel	HHS5 P705	Amphetamines/Methamphetamines Cannabinoids Cocaine Opiates PCP	1,000 ng. /mL 50 ng. /mL 300 ng. /mL 2,000 ng. /mL 25 ng. /mL	500 ng. /mL 15 ng. /mL 150 ng. /mL 300 ng. /mL 25 ng. /mL
SAMHSA 9 Drug Panel	HHS9 P711	Amphetamines/Methamphetamines Cannabinoids Cocaine Opiates PCP Barbiturates Benzodiazepines Methadone Propoxyphene	1,000 ng. /mL 50 ng. /mL 300 ng. /mL 2000 ng. /mL 25 ng. /mL 300 ng. /mL 300 ng. /mL 300 ng. /mL 300 ng. /mL	500 ng. /mL 15 ng. /mL 150 ng. /mL 300 ng. /mL 25 ng. /mL 200 ng. /mL 300 ng. /mL 200 ng. /mL 200 ng. /mL

Panel	Codes for CCF	Drug Panel	Screen Cutoffs	Confirm Cutoffs
SAMHSA 9 Drug Panel with Ephedrine	HHS9 V518	Amphetamines/Methamphetamines Cannabinoids Cocaine Opiates PCP Barbiturates Benzodiazepines Methadone Propoxyphene	1,000 ng. /mL 50 ng. /mL 300 ng. /mL 2000 ng. /mL 25 ng. /mL 300 ng. /mL 300 ng. /mL 300 ng. /mL 300 ng. /mL	500 ng. /mL 15 ng. /mL 150 ng. /mL 300 ng. /mL 25 ng. /mL 200 ng. /mL 300 ng. /mL 200 ng. /mL 200 ng. /mL
SMART™ Testing Write In Add-Ons:	K186 K212 T784 T981 T640	Methylphenidate Ephedrine Oxycodone (OxyContin) MDMA/MDA (Ecstasy) Ethanol (urine alcohol)		100 ng. /mL 5 ug. /mL LOD 1000 ng. /mL 0.02%
Requested Adulteration Panel	V596			
Full Anabolic Steroid Panel	T649 Short	(See NCAA List)	LOD	LOD
SMART™ Anabolic Steroid Panel	SMRT Steroid	Boldenone Methenolone Methyltestosterone Methandienone 19 Norandrosterone Stanozolol Testosterone		20 ng. /mL 20 ng. /mL 20 ng. /mL 20 ng. /mL 20 ng. /mL 20 ng. /mL T/E of 15:1
NCAA Full Menu Panel	Full	(See NCAA List)		LOD
IOC Full Menu Panel	IOC Full	(See IOC List)		LOD



**UNIVERSITY OF CONNECTICUT
PURCHASE ORDER**

Issued by
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

RECEIVING REPORT & DEPARTMENT COPY
TO EXPEDITE PAYMENT, ONLINE RECEIVING IS PREFERRED
Manual Receiving Instructions are:
1. Photocopy this form if using as a receiving report or cancellation notice.
2. Record quantity received in designated column and check box directly below.
3. Sign form at bottom and date with actual date goods/services were received/rendered and mail to Accounts Payable, Unit 6080.

FRS ACCOUNT NUMBER 3-12258-2380	PERCENT 100.00	DOLLARS 0.00	Accounts Payable: (Check One) <input type="checkbox"/> This is a partial delivery <input type="checkbox"/> This is a final delivery <input type="checkbox"/> Cancel balance of PO in amount of _____	PURCHASE ORDER # D704353-4
VENDOR FEIN/SSN 043-07-9072			PURCHASE REQ. NO D610644	DATE OF ORDER 07/01/2006
F.O.B. (Delivered unless noted here) Destination-Prpd/Add			CASH DISCOUNT TERMS 30 DAYS	DELIVERY DATE 07/01/2006

SHIP PREPAID TO: UNIVERSITY OF CONNECTICUT DIVISION OF ATHLETICS ATTN: MEGAN MCLEOD CONTACT: DR. ANDERSON X0404 2111 HILLSIDE ROAD UNIT 3078 STORRS CT 06269-3078	VENDOR NAME AND ADDRESS PARENT CO, INC DBA OCCU-HEALTH 200 NORTH MAIN STREET EAST LONGMEADOW MA 01028	VENDOR PHONE: (413)525-6003
PHONE: (860)486-4261	VENDOR PHONE: (413)525-6003	

VENDOR'S QUOTE REFERENCE BO SEE BELOW/ERO	DATED	CONTRACT AWARD NO.	CONTRACT PERIOD FROM 07/01/2006 TO 06/30/2007
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ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS ORDERED	QUANTITY RECEIVED	UNIT PRICE	AMOUNT
001	<p>QUOTE PER CHRIS PARENT 6/16/2006</p> <p>BLANKET ORDER NOT TO EXCEED.... FOR DRUG TEST COLLECTION SERVICES \$20.00/SPECIMEN</p> <p>TERM OF PO: 7/1/2006 - 6/30/2007</p> <p>ANY CHANGES TO THIS ORDER MUST ORIGINATE FROM THE UCONN PURCHASING DEPARTMENT</p> <p>NOTE: DIRECT ALL PURCHASE INQUIRIES TO: ELLIE QUELLETTE (860)486-0955</p> <p>NOTE: WHEN APPLICABLE, DUE TO LIMITED ACCESS TO SOME STORRS CAMPUS LOCATIONS, SHIPPERS SHOULD BE INSTRUCTED TO USE STRAIGHT BODIED TRUCKS IF POSSIBLE.</p>	LOT	1		9500.00	9500.00
				TOTAL		9500.00



38

OBLIGATED AMOUNT 10,000.00	I certify that the items/services noted on this receiving report were indeed received/rendered and agree in all particulars with the items called for by this order, except as otherwise noted.	RECEIPT CONFIRMED BY (Signature)	DATE RECEIVED
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UNIVERSITY OF CONNECTICUT
PURCHASE ORDER
 Issued by
 Purchasing Department
 3 North Hillside Road Unit 6076
 Storrs, CT 06269-6076

RECEIVING REPORT & DEPARTMENT COPY
TO EXPEDITE PAYMENT, ONLINE RECEIVING IS PREFERRED
Manual Receiving Instructions are:
 1. Photocopy this form if using as a receiving report or cancellation notice.
 2. Record quantity received in designated column and check box directly below.
 3. Sign form at bottom and date with actual date goods/services were received/rendered and mail to Accounts Payable, Unit 6080.

FRS ACCOUNT NUMBER 3-12238-2380	PERCENT 100.00	DOLLARS 0.00	Accounts Payable: (Check One) <input type="checkbox"/> This is a partial delivery <input type="checkbox"/> This is a final delivery <input type="checkbox"/> Cancel balance of PO in amount of _____	PURCHASE ORDER # D610644-4
			DATE OF ORDER 07/14/2005	
VENDOR FEIN/SSN 043-07-9072	PURCHASE REQ. NO D504230	F.O.B. (Delivered unless noted here) Destination-Prpd/Add	CASH DISCOUNT TERMS 30 DAYS	NET 30 DAYS
			DELIVERY DATE 07/01/2005	

SHIP REPAID TO:
UNIVERSITY OF CONNECTICUT
SIVISION OF ATHLETICS
ATTN: MIKE PIETRAS
CONTACT: DR. ANDERSON X0404
2111 HILLSIDE ROAD UNIT 3078
STORRS CT 06269-3078

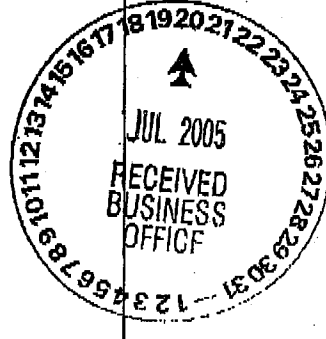
PHONE: **(860)486-4261**

VENDOR NAME AND ADDRESS
V0000712690
PARENT CO, INC
DBA OCCU-HEALTH
200 NORTH MAIN STREET
EAST LONGMEADOW MA 01028

VENDOR PHONE: **(413)525-6003**

VENDOR'S QUOTE REFERENCE SEE BELOW/ERO	DATED	CONTRACT AWARD NO.	CONTRACT PERIOD FROM 07/01/2005 TO 06/30/2006
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ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS ORDERED	QUANTITY RECEIVED	UNIT PRICE	AMOUNT
001	PRICE PER CHRIS PARENT 7/14/2005 BLANKET ORDER NOT TO EXCEED.... FOR DRUG TEST COLLECTION SERVICES \$20.00/SPECIMEN TERM OF PO: 7/1/2005 TO 6/30/2006 ANY CHANGES TO THIS ORDER MUST ORIGINATE FROM THE UCONN PURCHASING DEPARTMENT NOTE: DIRECT ALL PURCHASE INQUIRIES TO: ELLIE OUELLETTE (860)486-0955 NOTE: WHEN APPLICABLE, DUE TO LIMITED ACCESS TO SOME STORRS CAMPUS LOCATIONS, SHIPPERS SHOULD BE INSTRUCTED TO USE STRAIGHT BODIED TRUCKS IF POSSIBLE.	LOT	1		10000.00	10000.00
				TOTAL		10000.00



OBLIGATED AMOUNT 10,000.00	I certify that the items/services noted on this receiving report were indeed received/rendered and agree in all particulars with the items called for by this order, except as otherwise noted.	RECEIPT CONFIRMED BY (Signature)	DATE RECEIVED
--------------------------------------	---	----------------------------------	---------------



**UNIVERSITY OF CONNECTICUT
PURCHASE ORDER**

Issued by
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

**RECEIVING REPORT & DEPARTMENT COPY
TO EXPEDITE PAYMENT, ONLINE RECEIVING IS PREFERRED**

- Manual Receiving Instructions are:
 1. Photocopy this form if using as a receiving report or cancellation notice.
 2. Record quantity received in designated column and check box directly below.
 3. Sign form at bottom and date with actual date goods/services were received/rendered and mail to Accounts Payable, Unit 6080.

FRS ACCOUNT NUMBER 3-12236-2380	PERCENT 100.00	DOLLARS 0.00	Accounts Payable: (Check One) <input type="checkbox"/> This is a partial delivery <input type="checkbox"/> This is a final delivery <input checked="" type="checkbox"/> Cancel balance of PO in amount of 3,140.-	PURCHASE ORDER # D504230-4
			DATE OF ORDER 07/01/2004	
VENDOR FEIN/BSN 043-07-9072	PURCHASE REQ. NO. D410024	F.O.B. (Delivered unless noted here) Destination-Prpd/Add	CASH DISCOUNT TERMS 30 DAYS	NET NET
			DELIVERY DATE 07/01/2004	

SHIP PREPAID TO: UNIVERSITY OF CONNECTICUT DIVISION OF ATHLETICS ATTN: MIKE PIETRAS CONTACT: D. ANDERSON X0404 2111 HILLSIDE ROAD UNIT 3078 STORRS CT 06269-3078	VENDOR NAME AND ADDRESS V0000712690 PARENT CO, INC DBA OCCU-HEALTH 200 NORTH MAIN STREET EAST LONGMEADOW MA 01028
PHONE: (860)486-4261	VENDOR PHONE: (413)525-6003

VENDOR'S QUOTE REFERENCE SEE BELOW/CH	DATED	CONTRACT AWARD NO.	CONTRACT PERIOD FROM 07/01/2004 TO 06/30/2005
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ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS ORDERED	QUANTITY RECEIVED	UNIT PRICE	AMOUNT
001	PRICE PER CHRIS PARENT 6-07-2004 BLANKET ORDER NOT TO EXCEED.... FOR DRUG TEST COLLECTION SERVICES \$20.00/SPECIMEN TERM OF PO: 7/1/2004 TO 6/30/2005 ANY CHANGES TO THIS ORDER MUST ORIGINATE FROM THE UCONN PURCHASING DEPARTMENT NOTE: DIRECT ALL PURCHASE INQUIRIES TO: ELLIE OUELLETTE (860)486-0955 NOTE: WHEN APPLICABLE, DUE TO LIMITED ACCESS TO SOME STORRS CAMPUS LOCATIONS, SHIPPERS SHOULD BE INSTRUCTED TO USE STRAIGHT BODIED TRUCKS IF POSSIBLE.	LOT	1		10000.00	10000.00
				TOTAL		10000.00

11/6/05 - Christopher - account up to date



OBLIGATED AMOUNT 10,000.00	I certify that the items/services noted on this receiving report were indeed received/rendered and agree in all particulars with the items called for by this order, except as otherwise noted.	RECEIPT CONFIRMED BY (Signature) <i>File to K Roy</i>	DATE RECEIVED 11-9-05
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UNIVERSITY of CONNECTICUT CONTRACT AWARD

CONTRACT #: UC-05-930333-4

DATE ISSUED: August 10, 2004

COMMODITY: Athletic Drug Testing Services

For all UConn Storrs Campus

Contract Terms & Conditions:

- A. The Terms and Conditions stated in the Bid Documents shall prevail unless amended in writing by the University. Terms of this contract shall prevail on all purchases.
 - B. The University will submit requests for Athletic Drug Testing Services on an as needed basis. All invoices and packing slips must reference the Purchase Order number.
 - C. Pricing shall be in accordance with the bid submitted.
 - D. The term of this contract shall be from July 1, 2004 to June 30, 2005 with options to extend for five additional one-year terms
-

Contract Vendor(s):

Name / Address / Contact:

Payment Terms:

The National Center for Drug Free Sport
810 Baltimore Avenue
Kansas City, MO 64105

Net 30

Contact: Cindy Thomas Tel. (816) 474-8644 x-112 Fax (816) 474-7329

Cathleen G. Paquette
Purchasing Agent II
E-Mail: cathleen.paquette@uconn.edu

Phone: 860-486-2620
Fax: 860-486-5051



University of Connecticut
Administration and Operations Services

Purchasing Department

Date: June 30, 2005

To: The National Center for Drug Free Sport
Attn: Cindy Thomas, Marketing and Account Director
810 Baltimore Avenue
Kansas City, MO 64105

Re: University Contract #UC-05-930333-4
Title: Athletic Drug Testing Services

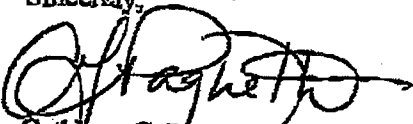
Dear Ms. Thomas,

This letter is to convey our desire to invoke the extension clause as set forth in the above referenced contract General Terms and Conditions. Such clause stated the contract could be extended for five (5) additional one (1) year terms with the concurrence of both parties.

If you are in agreement to extend the terms and conditions of the above referenced contract for the period July 1, 2005 through June 30, 2006 (1st extension), please acknowledge by signing the bottom of this letter and returning to me.

If you have any questions regarding this request, please contact me at (860) 486-2620 or via facsimile at (860) 486-5051.

Sincerely,


Cathleen G. Paquette
Purchasing Agent II

The National Center for Drug Free Sport agrees to extend Contract UC-05-930333-4 for the term July 1, 2005 through June 30, 2006

Chris Nordby
Print Name

Chris Nordby
Signature

Director of Sports Drug Testing
Title

7-7-05
Date

An Equal Opportunity Employer

3 North Hillside Road Unit 6076
Storrs, Connecticut 06269-6076

Telephone: (860) 486-2619

Facsimile: (860) 486-5051



University of Connecticut
Administration and Operations Services

Purchasing Department

April 3, 2006

The National Center for Drug Free Sport
Attn: ~~Cindy Thomas, Marketing & Account Director~~
810 Baltimore Avenue
Kansas City, MO 64105

Chris Nordby

Re: -- University Contract #UC-05-930333-4
Title: Athletic Drug Testing Services

Dear Cindy Thomas:

This letter is to convey our desire to invoke the extension clause as set forth in the above referenced contract General Terms and Conditions. Such clause stated the contract could be extended for five (5) additional one (1) year terms with the concurrence of both parties.

If you are in agreement to extend the terms and conditions of the above referenced contract for the period July 1, 2006 through June 30, 2007 (2nd extension), please acknowledge by signing the bottom of this letter and returning to me.

If you have any questions regarding this request, please contact me at (860) 486-2620 or via facsimile at (860) 486-5051.

Sincerely,

Cathleen G. Paquette
Purchasing Agent II

The National Center for Drug Free Sport agrees to extend Contract UC- 05-930333-4 for the term July 1, 2006 through June 30, 2007.

Chris Nordby
Print Name

Chris Nordby
Signature

Director of Sports Drug Testing
Title

Apr. 4, 2006
Date

An Equal Opportunity Employer

3 North Hillside Road Unit 6076
Storrs, Connecticut 06269-6076

phone: (860) 486-2619
fax: (860) 486-5051
web: www.purchasing.uconn.edu

FORM OF BID
#0230333-4
Athletic Drug Testing Services

To: The University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076

June 30, 2004

1. The undersigned bidder, in response to your request for bid for bids for the above referenced contract, having examined the Request for Bid, hereby proposes to provide Athletic Drug Testing Services in accordance with the bid attached hereto.

Bidder acknowledges receipt of the following addenda that are a part of the bidding documents:

N/A

#1 _____ #2 _____ #3 _____
date date date

2. Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
3. Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the bids.
4. Bidder hereby certifies that: (a) this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
5. Pricing per the attached Price Schedule
6. Payment terms: Net 30 days from invoice

Signed this 29th day of June, 2004

Firm Name: The NATIONAL CENTER FOR DRUG FREE SPORT

Address: 810 BALTIMORE AVENUE
KANSAS CITY, MO 64105

Duly Authorized: Cindy A. Thomas

Title: MARKETING + ACCOUNT DIRECTOR



SMART™ Drug-Testing Panels & Specimen Collections Offered By

The National Center for Drug Free Sport, Inc.

For

University of Connecticut



SMART™ (Sports Monitoring Addressing Real Threats) testing is designed to target substances specific to sport (e.g., ephedrine, anabolic steroids, low detection level marijuana and cocaine) and other drugs of concern to more effectively identify users. SMART™ testing panels can be customized and specific drugs (e.g., OxyContin®, Ritalin®, alcohol) may be added for analysis upon request of the client. Accredited laboratories will screen all samples and automatically confirm all positive screens. Positive tests will be reported quantitatively. Turnaround times vary depending on drug analysis and confirmations on positive screens, but the typical turnaround time for negative results using the Basic Sports Panel or the SMART™ 5 Panel is 24 hours following specimen arrival at the laboratory. Anabolic Steroid testing is completed at a World Anti-Doping Agency accredited laboratory with results available within 14 days following specimen arrival.

SMART™ Basic Sports Panel

\$20/sample

Amphetamine/Methamphetamine (including Ecstasy)	300 ng. /mL	100 ng. /mL
Cocaine Metabolite	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL

SMART™ Basic Sports Panel with Ephedrine

\$24/sample

Amphetamine/Methamphetamine (including Ecstasy)	300 ng. /mL	100 ng. /mL
Cocaine Metabolite	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Ephedrine	5µg. /mL	5µg. /mL

✱ SMART™ 4 Sports Panel

\$24/sample

Amphetamine/Methamphetamine (including Ecstasy)	300 ng. /mL	100 ng. /mL
Cocaine 5µg. /mL	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL

SMART™ 5 Sports Panel

\$26/sample

Amphetamine/Methamphetamine (including Ecstasy)	300 ng. /mL	100 ng. /mL
Cocaine Metabolite	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Phencyclidine (PCP)	20 ng. /mL	10 ng. /mL



SMART™ 7 Sports Panel

\$28/sample

Amphetamine/Methamphetamine (including Ecstasy)	300 ng. /mL	100 ng. /mL
Cocaine Metabolite	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Phencyclidine (PCP)	20 ng. /mL	10 ng. /mL
Barbiturates	200 ng. /mL	100 ng. /mL
Benzodiazepines	200 ng. /mL	100 ng. /mL

SAMHSA 5 Drug Panel

\$20/sample

Amphetamine (including Ecstasy)	1000 ng. /mL	500 ng. /mL
Cocaine Metabolite	300 ng. /mL	150 ng. /mL
Marijuana Metabolite	20 ng. /mL	15 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Phencyclidine (PCP)	25 ng. /mL	25 ng. /mL

When utilizing any of the above panels, specimens will be screened using Enzyme Immunoassay. Positive screens will be confirmed using GC/MS. Confirmed positives will be reported quantitatively. Confirmations are included in the quoted price of the sample. Negative results will be available within 24-48 hours of receipt at the laboratory and provided to the client via secure Internet access or fax. Positive results will be confirmed and available within an additional 72 hours (depending on the drug class) and available to the client via fax or secure Internet access.

SMART™ Testing Add-Ons

Methylphenidate (e.g., Ritalin®)	100 ng. /mL	\$5.00
Ephedrine	5 µg. /mL	\$5.00
Oxycodone (e.g., OxyContin®)	Level of detection	\$5.00
Ecstasy	300 ng. /mL	\$3.00
Ethanol (urine alcohol)	0.02%	\$2.00

SMART™ Anabolic Steroid Panel

\$50/Sample

Boldenone	20 ng. /mL
Methenolone	20 ng. /mL
Methyltestosterone	20 ng. /mL
Methandienone	20 ng. /mL
Nandrolone	20 ng. /mL
Stanozolol	20 ng. /mL
Testosterone	T/E of 15:1

SMART™ Anabolic Steroid analysis will be performed at UCLA Laboratory using GC/MS reporting at the above detection levels. Results are available within 14 days of receipt by the laboratory.

Full NCAA Anabolic Steroid Panel***\$100/sample**

Androstenediol	Androstenedione	Boldenone
Clostebol	Dehydrochloromethyl- testosterone	Dehydroepiandrosterone (DHEA)
Dihydrotestosterone (DHT)	Dromostanolone	Fluoxymesterone
Mesterolone	Methandienone	Methenolone
Methyltestosterone	Nandrolone	Norandrostenediol
Norandrostenedione	Norethandrolone	Oxandrolone
Oxymesterone	Oxymetholone	Stanozolol
Testosterone	Clenbuterol	Other related compounds

*This list is consistent with the NCAA banned list of anabolic agents and includes testing for Diuretics, Urine Manipulators & HCG. Analysis will be performed at UCLA Laboratory using GC/MS reporting at detection levels. A testosterone/epitestosterone ratio greater than 6:1 will be reported. The anabolic agent analyses will be completed with results available within 14 days of receipt by the laboratory.

Panel prices include collection beakers, split sampling kits, custody and control forms and overnight shipping of samples to the laboratory.

Results will be returned to the appropriate University of Connecticut contact consistent with University policy (via fax or secure Internet access) with the cost included in the quoted price.

The department has the option of providing Drug Free Sport with student-athlete rosters to generate unbiased random selections for drug testing. Drug Free Sport will run computerized random selections and provide the University with a list of student-athletes selected for random drug testing via fax or email.

Upon request, Drug Free Sport will issue reports on the number of student-athletes tested and results information. Drug Free Sport will maintain databases sufficient to satisfy selection protocol and reporting requirements. All databases will be securely maintained under strict confidentiality policies.

The terms and conditions of this proposal from Drug Free Sport to University of Connecticut shall be valid for no more than 60 days from the date of issuance. After the 45th day, fees for services are subject to change.

BIDDER'S QUALIFICATION STATEMENT

Bid #B930333-4

All bidders are required to file this form, properly completed, WITH THEIR BID RESPONSE. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name THE NATIONAL CENTER for DRUG FREE SPORT, INC.

2. How many years has this organization been in business under its present business name?

Years? 5 YEARS

3. Indicate all other names by which this organization has been known and the length of time known by each name:

1. N/A

2.

3.

4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

Commodity/Service SPORTS DRUG TESTING, Education, Policy Development

Years? 5 years

5. This firm is a: Corporation _____ Partnership _____ Sole Proprietorship

_____ Joint Venture _____ Other

_____ Women Owned _____ Minority Business _____ Set Aside Contractor

6. Provide names all supervisory personnel, such as Principals, Supervisors, and Sales Representatives, who will be directly involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

Name	Years	Years/supervisor	Telephone/Fax #s
<u>Cindy Thomas</u>	<u>5</u>	<u>5</u>	<u>816-474-8655 #112</u> <u>816-474-7329</u>
<u>FRANK URYASZ</u>	<u>5</u>	<u>5</u>	<u>816-474-8655 #111</u> <u>816-474-7329</u>
<u>Chris Guinty</u>	<u>1</u>	<u>1</u>	<u>816-474-8655 #121</u> <u>816-474-7329</u>

7. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:
- OLIVER CATLIN 310-825-2635
UCLA OLYMPIC LABORATORY 2122 GRANVILLE AVE, LOS ANGELES, CA 90025
BARRY FEINGOLD 913-492-3652
CLINICAL REFERENCE LABORATORY, 8433 QUIVIRA Rd., LENEXA, KS 66215
MARK PARENT 413-525-6003
Occu-Health, 200 N. MAIN ST., E. Longmeadow, MA 01028
 (Attach additional sheet if necessary)

8. References: List at least three (3) references for contracts of similar size and scope, including a brief description of the work performed, the location, the name and telephone number of a contact person familiar with the contract. Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

Name & Address	Term	Amount	Contact Person Telephone #
<u>Northwestern Univ.</u> <u>1501 Central St.</u> <u>EVANSTON, IL 60208</u>	<u>annual</u>	<u>over 500 samples/yr.</u>	<u>Tory Lindley 847/491-8867</u> <u>Head Athletic</u> <u>Dir. Spts ^{Training} Med.</u>
<u>Purdue Univ.</u> <u>1790 Mackey Arena</u> <u>W. Lafayette, IN 47907</u>	<u>annual</u>	<u>over 500 samples/yr.</u>	<u>Denny Miller 765/494-3245</u> <u>Head Ath. Trainer</u>
<u>UNIV. of Georgia</u> <u>Bulls-Mohr Hall</u> <u>ATHENS, GA 30603</u>	<u>annual</u>	<u>over 500 samples/yr.</u>	<u>Ron Courson 706/542-9060</u> <u>Dir. Spts Med.</u>

9. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

N/A

10. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

1. Attached 2. X N/A

Dated at Kansas City, MO 64105

this 29th day of June 2004

Name of Organization: THE NATIONAL CENTER for Drug Free Sport, Inc

Address: 810 BALTIMORE AVE
KANSAS City, MO 64105

Telephone: 816/474-8655 #112 Fax: 816/474-7329

Signature Cindy A Thomas

(Print Name) CINDY A. THOMAS

Title Marketing + Account Director

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4a-80 (formerly 4-14a) of the Connecticut General Statutes; and, when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-1 et seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-80 and 46a-71(d) of the Connecticut General Statutes. According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in sub-section (a) of Section 32-9n." "Minority groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) Women; (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians or (6) Disabled Persons". The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) The bidder's success in implementing an affirmative action plan;
- (b) The bidder's success in developing an apprenticeship program complying with sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- (c) The bidder's promise to develop and implement a successful affirmative action plan;
- (d) The bidder's submission of EEO-1 data indicating the the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTION: Bidder must sign acknowledgment below, and return acknowledgment to the awarding agency with bid proposal.

The undersigned acknowledges receiving and reading a copy of "Notification to Bidders" form.

Signature:

C. A. Thom

Date:

29th JUNE 2004

On Behalf of:

THE NATIONAL CENTER FOR DRUG FREE

BID NUMBER- B050333-4

SPORT, INC.

810 BALTIMORE AVENUE

OPENING DATE- June 30, 2004 @ 2:00 p.m.

KANSAS CITY, MO 64105

BIDDERS QUALIFICATIONS CHART COMPLETION REQUIRED FOR CONSIDERATION OF AWARD

University requires the completion of this BIDDERS QUALIFICATION CHART under the contract compliance requirements mandated by Section C.G.S. 49-60 and Section 46a of the Connecticut General Statutes and will consider your answers in making an award.

1. Have you implemented an Affirmative Action Plan?
 YES NO
- 1a. If yes, date implemented 7/1999
2. If answer to #1 is no, do you intend to develop an Affirmative Action Plan?
 YES NO
- 2a. If yes, date you plan to implement _____
3. Have you implemented an apprenticeship program complying with Section 46a-60f of the Connecticut General Statutes?
 YES NO
4. If the answer to #3 is no, do you intend to develop an apprenticeship program?
 YES NO
5. Please provide the following equal employment opportunity data (EEO-1)

JOB CATEGORIES	Overall Totals (Sum of col. B thru K) A	MALE					FEMALE				
		WHITE (Not of Hispanic Origin) B	BLACK (Not of Hispanic Origin) C	Hispanic D	Asian or Pacific Islander E	American Indian or Alaskan Native F	WHITE (Not of Hispanic Origin) G	Black (Not of Hispanic Origin) H	HISPANIC I	Asian or Pacific Islander J	American Indian or Alaskan Native K
1. Officials & Administrators	7	2					4	1			
2. Professionals											
3. Technicians											
4. Sales Workers											
5. Office & Clerical	2										
6. Craft Workers (Skilled)					1		1				
7. Operatives (Semi-skilled)											
8. Laborers (un-skilled)											
9. Service Worker											
10. TOTAL	9	2			1		5	1			

6. Do you intend to set aside a portion of this contract for legitimate minority business enterprises (MBE)?
 YES NO

COMPANY INFORMATION

Name The National Center for Drug Free Sport,
 Address 810 Baltimore Avenue Inc.

Signature [Signature] Date 6/28/04 Tel# 816/474-8655

Kansas City, MO

FORM OF BID
#B930333-4
Athletic Drug Testing Services

To: The University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076

June 30, 2004

1. The undersigned bidder, in response to your request for bid for bids for the above referenced contract, having examined the Request for Bid, hereby proposes to provide Athletic Drug Testing Services in accordance with the bid attached hereto.

Bidder acknowledges receipt of the following addenda that are a part of the bidding documents:

#1 _____	#2 _____	#3 _____
date	date	date

2. Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
3. Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the bids.
4. Bidder hereby certifies that: (a) this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
5. Pricing per the attached Price Schedule
6. Payment terms: net 30 days

Signed this 21st day of June, 2004

Firm Name: Aegis Sciences Corporation

Address: 345 Hill Avenue
Nashville, TN 37210

Duly Authorized 

Title: Director of Marketing

FORM OF BID
#B930333-4
Athletic Drug Testing Services

PRICE SCHEDULE

Alcohol	\$ <u>3.00</u> /ea
Amphetamines	\$ <u>**</u> /ea
Barbiturates	\$ <u>3.00</u> /ea
Benzodiazepines	\$ <u>3.00</u> /ea
Club Drugs (i.e.Ecstasy)	\$ <u>**</u> /ea
Cocaine/Crack	\$ <u>**</u> /ea
Marijuana	\$ <u>**</u> /ea
Narcotics/Opiates	\$ <u>**</u> /ea
Anabolic steroids	\$ <u>***</u> /ea
Stimulants/Ephedrine	\$ <u>**</u> /ea
Diuretics	\$ <u>***</u> /ea
Supplement and product testing	\$ <u>225.00</u> /ea

Basis for addition of items to meet future requirements:

Discount 30 % from Profile Directory list.
(List reference # and/or date)

(Attach additional information as necessary.)

**Included in #00304E Zero-Tolerance Drug-Free Sports Profile: \$25.00

***Included in #00010 Anabolic Steroid Profile: \$95.00

Test Code: 00300	Description: ZTDT 5-Drug Profile	Profile Fee: \$40.00
Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Phencyclidine, Nitrites, Chromates		
Test Code: 00300E	Description: ZTDT- 5 Drug Profile + Ephedrine	Profile Fee: \$44.00
Drug Classes: 5 Drug Profile + Ephedrine		
Test Code: 00302	Description: ZTDT 2-Drug Profile	Profile Fee: \$31.00
Drug Classes: Cocaine, Marijuana, Nitrites, Chromates		
Test Code: 00302E	Description: ZTDT-2 Drug Profile + Ephedrine	Profile Fee: \$35.00
Drug Classes: 2 Drug Profile + Ephedrine		
Test Code: 00304	Description: ZTDT 4-Drug Profile	Profile Fee: \$32.00
Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Nitrites, Chromates		
Test Code: 00304E	Description: ZTDT 4 Drug Profile + Ephedrine	Profile Fee: \$35.00
Drug Classes: 4 Drug Profile + Ephedrine		
Test Code: 00306	Description: ZTDT 6-Drug Profile	Profile Fee: \$48.00
Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Barbiturates, Benzodiazepines, Nitrites, Chromates		
Test Code: 00306E	Description: ZTDT 6-Drug Profile + Ephedrine	Profile Fee: \$51.00
Drug Classes: 6 Drug Profile + Ephedrine		
Test Code: 00310	Description: ZTDT 7-Drug Profile	Profile Fee: \$56.00
Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Barbiturates, Benzodiazepines, Phencyclidine, Nitrites, Chromates		
Test Code: 00310E	Description: ZTDT 7-Drug Profile + Ephedrine	Profile Fee: \$59.00
Drug Classes: 7 Drug Profile + Ephedrine		
Test Code: 00311	Description: ZTDT 8-Drug Profile	Profile Fee: \$64.00
Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Barbiturates, Benzodiazepines, Methadone, Nitrites, Chromates		
Test Code: 00315	Description: ZTDT 7-Drug Profile	Profile Fee: \$56.00
Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Barbiturates, Benzodiazepines, Propoxyphene, Nitrites, Chromates		
Test Code: 00320	Description: ZTDT 7-Drug Profile Plus Alcohol	Profile Fee: \$66.00
Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Alcohol, Barbiturates, Benzodiazepines, Phencyclidine, Nitrites, Chromates		
Test Code: 00320UF	Description: ZTDT 7-Drug Class Profile	Profile Fee: \$66.00
Drug Classes: Amphetamines, Cannabinoids, Cocaine, Ephedrine, Opiates, Alcohol, Barbiturates, Benzodiazepines, Phencyclidine, Nitrites, Chromates		

Test Code: 00328 **Description:** ZTDT 7-Drug Profile Plus Alcohol **Profile Fee:** \$66.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Alcohol, Barbiturates, Benzodiazepines, Propoxyphene, Nitrites, Chromates

Test Code: 00358 **Description:** ZTDT 8-Drug Profile **Profile Fee:** \$64.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Barbiturates, Benzodiazepines, Methadone, Propoxyphene, Nitrites, Chromates

Test Code: 00359 **Description:** ZTDT Healthcare Professional Profile **Profile Fee:** \$225.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Barbiturates, Benzodiazepines, Buprenorphine, Butorphanol, Fentanyl Analogues, Heroin, Methadone, Propoxyphene, Levorphanol, Meperidine, Nalbuphine, Pentazocine, Propoxyphene, Phencyclidine, Nitrites, Chromates

Test Code: 00369 **Description:** ZTDT Profile 9-Drug Profile **Profile Fee:** \$74.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Barbiturates, Benzodiazepines, Methadone, Phencyclidine, Propoxyphene, Nitrites, Chromates

Test Code: 00380B **Description:** Comprehensive Blood Toxicology **Profile Fee:** \$225.00

Drug Classes:

Test Code: 00380U **Description:** Comprehensive Urine Toxicology **Profile Fee:** \$120.00

Drug Classes:

Test Code: 00390 **Description:** ZTDT Date-Rape Profile **Profile Fee:** \$225.00

Drug Classes: Alcohol, Ecstasy (MDMA), Flunitrazepam, Gamma Hydroxybutyrate, Ketamine, Lorazepam

Test Code: 00391 **Description:** OTC Stimulants **Profile Fee:** \$33.00

Drug Classes:

Test Code: 00393 **Description:** ZTDT Gateway Profile **Profile Fee:** \$42.00

Drug Classes: Alcohol, Cannabinoids, Cotinine, Nitrites, Chromates

Test Code: 00394 **Description:** ZTDT Hallucinogens Profile **Profile Fee:** \$225.00

Drug Classes: Amphetamines, Cocaine, Ephedrine, LSD, Cannabinoids, Phencyclidine, Phenemethaline, Phenylpropanolamine, Psilocybin (Mushrooms), Pseudoephedrine, Nitrites, Chromates

Test Code: 00399 **Description:** ZTDT Adulteration Profile **Profile Fee:** \$30.00

Drug Classes: Nitrites, Chromates, Specific Gravity, Creatinine, Turbidity

Test Code: 00010 **Description:** Anabolic Steroid Profile **Profile Fee:** \$225.00

Drug Classes: Bolasterone, Boldenone, 4-Chlortestosterone, Epitestosterone, Fluoxymesterone, Furazabol, Mesterolone, Methandienone (Dianabol), Methandriol, Methenolone (Primonabol), Methyltestosterone, Norethandrolone, Norethindrone, Nandrolone (19-Nortestosterone), Oxandrolone, Oxymesterone, Oxymetholone, Stanozolol, Testosterone, Testosterone/Epltestosterone Ratio, Probenecid, Clenbuterol

Test Code: 00015

Description: Blood Steroid Profile

Profile Fee: \$295.00

Drug Classes: Bolasterone, Boldenone, 4-Chlortestosterone, Epitestosterone, Fluoxymesterone, Furazabol, Mesterolone, Methandienone (Dianabol), Methandriol, Methenolone (Primonabol), Methyltestosterone, Norethandrolone, Norethindrone, Nandrolone (19-Nortestosterone), Oxandrolone, Oxymesterone, Oxymetholone, Stanozolol, Testosterone, Testosterone/Epitestosterone Ratio, Probenecid, Clenbuterol

Test Code: 00020

Description: Targeted Steroid Profile

Profile Fee: \$105.00

Drug Classes: Boldenone, Epitestosterone, Methandienone (Dianabol) Methyltestosterone, Nandrolone (19-Nortestosterone), Oxandrolone, Oxymetholone, Stanozolol, Testosterone, Testosterone/Epitestosterone Ratio, Probenecid, Clenbuterol

Test Code: 00025

Description: IOC Profile

Profile Fee: \$395.00

Drug Classes: Anabolic Steroids, Beta Blockers, Stimulants, Narcotics, Diuretics

Test Code: 00030

Description: Diuretics Profile

Profile Fee: \$225.00

Drug Classes: Acetazolamide, Amiloride, Bendroflumethiazide, Benzthiazide, Chlorthiazide, Cyclothiazide, Bumetanide, Chlorthiazide, Cyclothiazide, Ethacrynic Acid, Flumethiazide, Furosemide, Hydrochlorthiazide, Hydroflumethazide, Methyclothiazide, Metolazone, Polythiazide, Probenecid, Quinethazone, Spironolactone, Triamterene, Trichlormethiazide

Test Code: 00033

Description: Narcotics Profile

Profile Fee: \$225.00

Drug Classes: Alphaprodine, Buprenorphine, Codeine, Diamorphine (Herion), Dihydrocodeine, Hydrocodone, Hydromorphone, Levorphanol, Meperidine, Methadone, Morphine, Nalbuphine, Normeperidine, Oxycodone, Oxymorphone, Pentazocine, Phenazocine, Propoxyphene

Test Code: 00040

Description: Beta Blockers Profile

Profile Fee: \$225.00

Drug Classes: Acebutabol, Alprenolol, Atenolol, Labetalol, Metoprolol, Nadolol, Oxprenolol, Pindolol, Propranolol, Sotalol, Timolol

Test Code: 00068

Description: Norethindrone Metabolites

Profile Fee: \$225.00

Drug Classes: Norethindrone

Test Code: 00070

Description: Nandrolone Metabolites

Profile Fee: \$225.00

Drug Classes: Nandrolone (19-Nortestosterone)

Test Code: 00080

Description: Stanozolol Metabolites

Profile Fee: \$225.00

Drug Classes: Stanozolol

Test Code: 00084

Description: Testosterone/Epitestosterone Ratio

Profile Fee: \$225.00

Drug Classes: Testosterone/Epitestosterone Ratio

Test Code: 00251

Description: Alcohol/Volatiles-Urine

Profile Fee: \$45.00

Drug Classes: Acetone, Ethyl Alcohol, Isopropyl Alcohol, Methyl Alcohol

Test Code: 00780

Description: Alcohol/Volatiles

Profile Fee: \$45.00

Drug Classes: Acetone, Ethyl Alcohol, Isopropyl Alcohol

Test Code: 00820

Description: Equine Steroid Profile

Profile Fee: \$195.00

Drug Classes: Anabolic Steroids

Test Code: 02197

Description: Vitreous Electrolyte Profile

Profile Fee: \$95.00

Drug Classes:

Test Code: 00200

Description: Routine 5-Drug Profile

Profile Fee: \$26.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Phencyclidine, Nitrites, Chromates

Test Code: 00200E

Description: Profile-RTN 5 + Ephedrine

Profile Fee: \$15.00

Drug Classes: 5 Drug Profile + Ephedrine

Test Code: 00204

Description: Routine 4-Drug Profile

Profile Fee: \$25.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Nitrites, Chromates

Test Code: 00206

Description: Routine 6-Drug Profile

Profile Fee: \$27.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Barbiturates, Benzodiazepines, Nitrites, Chromates

Test Code: 00210

Description: Routine 10-Drug Profile

Profile Fee: \$32.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Barbiturates, Benzodiazepines, Methadone, Methaqualone, Phencyclidine, Propoxyphene, Nitrites, Chromates

Test Code: 00225

Description: Routine 9-Drug Profile

Profile Fee: \$30.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Barbiturates, Benzodiazepines, Methadone, Phencyclidine, Propoxyphene, Nitrites, Chromates

Test Code: 00240

Description: Routine 10-Drug Profile

Profile Fee: \$40.00

Drug Classes:

Test Code: 00258

Description: Routine 9-Drug Plus Alcohol Profile

Profile Fee: \$59.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Alcohol, Barbiturates, Benzodiazepines, Meperidine, Phencyclidine, Propoxyphene, Nitrites, Chromates

Test Code: 00259

Description: Routine 9-Drug Plus Alcohol

Profile Fee: \$62.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Alcohol, Barbiturates, Benzodiazepines, Methadone, Phencyclidine, Propoxyphene, Nitrites, Chromates

Test Code: 00290

Description: Opiates Profile

Profile Fee: \$30.00

Drug Classes: Codeine, Morphine

Test Code: 00291

Description: Inhalants Profile

Profile Fee: \$95.00

Drug Classes: Trichlorethanol

Test Code: 00500

Description: DOT/SAMHSA 5-Drug Profile

Profile Fee: \$40.00

Drug Classes: Amphetamines, Cannabinoids, Cocaine, Opiates, Phencyclidine

Test Code: 40569

Description: Profile-ME Comprehensive Urine

Profile Fee: \$120.00

Drug Classes:

Test Code: 40599

Description: Profile-ME Comprehensive Blood

Profile Fee: \$225.00

Drug Classes:

Test Code: 42197

Description: Vitreous Electrolyte Profile

Profile Fee: \$95.00

Drug Classes:

Test Code: 46250

Description: Volatiles Exclusion Profile

Profile Fee: \$45.00

Drug Classes:

AEGIS

SCIENCES CORPORATION

345 HILL AVENUE • NASHVILLE, TENNESSEE 37210
Telephone: (615) 255-2400 • Facsimile: (615) 255-3030

David L. Black, Ph.D., DABFT, DABCC
Laboratory Director

Peter Stout, Ph.D.
Assistant Laboratory Director

Tim Robert, Ph.D., ABB
Associate Laboratory Director

Amy Kinkennon, Ph.D.
Research and Development Director

June 21, 2004

Ms. Cathleen G. Paquette
Purchasing Agent II
University of Connecticut
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076

Dear Ms. Paquette:

Please find enclosed the response of Aegis Sciences Corporation to Request for Bid #B930333-4, Athletic Drug Testing Services. Below is our response to Section I: General Conditions section of the Request for Bid:

1.0 Qualifications of Bidders

- A. Aegis has provided Athletic Drug Testing Services to Division I colleges and universities since 1990. A Client Reference List is included in this proposal. Services provided to these clients include; drug testing, anabolic steroid testing, policy development and review, results interpretation and consultation, litigation support, random program administration, and annual positivity reports.
- B. Aegis has been certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) since 1990. A copy of the latest SAMHSA Laboratory List is included in this proposal.
- C. Aegis uses Gas Chromatography/Mass Spectrometry (GC/MS) to confirm all positives screening results. All positive results are quantitative.
- D. As mentioned above, Aegis has a long history of providing the services requested in this RFB to colleges and universities. The entire Aegis Forensic Team, including four Ph.D. Toxicologists, is dedicated to supporting and defending the integrity of our clients' programs.

1.1 Service and Support Requirements

- A. All Aegis Tests include the following services at no additional fee:

Page 1 of 3

- a. Collection Kits and Preprinted Chain-of-Custody Forms, including transportation to the university via UPS Ground.
- b. Overnight Sample Shipment via UPS to Aegis for testing.
- c. Telephone and written training of proper chain-of-custody procedures.
- d. Specimen Validity Testing (ph, specific gravity, creatinine, etc.).
- e. Electronic results reporting (e-fax, email, fax, and/or mail).
- f. Positive specimens held for one year in frozen storage.
- g. Specimen screening and confirmation for adulterants and drugs-of-abuse.
- h. Results consultation and interpretation with Aegis Ph.D. Toxicologists.

B. Test Results

- a. Turnaround time for negative drugs of abuse screens is 24 hours from receipt of sample at Aegis and 48-72 hours for positive screens.
- b. Aegis utilizes GC/MS for all positive confirmations.
- c. Split specimen collection kits will be provided.
- d. All positive results will be quantitative.

C. Additional Services

- a. With four Ph.D. Toxicologists on staff, Aegis provides litigation support to all of our clients. Out toxicologists have provided expert testimony to athletes all over the world in a variety of hearings and courts.
- b. Results can be reported via email or auto-fax
- c. Aegis can provide hair testing, if requested
- d. Aegis has worked with numerous colleges and universities to review and development program policy and procedures. This is done at no additional charge to the client.

D. Tests

- a. We recommend test **#00304E Zero-Tolerance Drug-Free Sports Profile \$25.00** for most college/university clients, which includes the following drug classes:
 - i. Amphetamine/Methamphetamine
 - ii. Ecstasy, Eve, MDA, PMA
 - iii. Cocaine/Crack
 - iv. Marijuana
 - v. Narcotics (Morphine, Codeine, Lortab®, Vicodin®, Dilaudid®, Percocet®, OxyContin®)
 - vi. Ephedrine, Psuedoephedrine, Phenylpropanolamine
 - vii. Adulterants: Nitrites and Chromates
- b. Alcohol may be added to the profile for an additional \$3/sample
- c. Benzodiazepines, and/or Barbiturates may be added to the profile for \$3/sample
- d. We also provide **#00010 Anabolic Steroid Profile \$105.00**, which includes:
 - i. Anabolic Steroids
 - ii. Diuretics
 - iii. Beta Blockers
- e. Aegis can analyze nutritional supplements for both anabolic steroids and stimulants; fee is \$225.00/supplement.

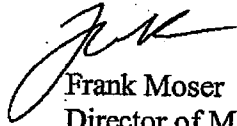
1.2 Pricing

- a. Price Schedule is included with this proposal
- b. Future tests will be offered at a 30% discount from 6/04 list price (copy of Profile Directory is included with this proposal)

Aegis agrees to abide by all Terms & Conditions listed in Section II, with the exception of 2.1 Payment Terms. Aegis payment terms are listed in the Form of Bid, Point #6.

We appreciate the opportunity to make a proposal to the University of Connecticut and welcome your questions or comments 800.533.7052 x 613.

Sincerely,



Frank Moser
Director of Marketing
Aegis Sciences Corporation
fmoser@aegislabs.com

BIDDER'S QUALIFICATION STATEMENT

Bid #B930333-4

All bidders are required to file this form, properly completed, WITH THEIR BID RESPONSE. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name Aegis Sciences Corporation

2. How many years has this organization been in business under its present business name?

Years? 4

3. Indicate all other names by which this organization has been known and the length of time known by each name:

1. Aegis Analytical Laboratories, Inc. 10 years

2.

3.

4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

Commodity/Service Forensic Toxicology (Drug Testing)

Years? 14 years

5. This firm is a: Corporation Partnership Sole Proprietorship

Joint Venture Other

Women Owned Minority Business Set Aside Contractor

- 6. Provide names all supervisory personnel, such as Principals, Supervisors, and Sales Representatives, who will be directly involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

Name	Years	Years/supervisor	Telephone/Fax #'s
<u>David Black, Ph.D.</u>	<u>14</u>	<u>14</u>	<u>800.533.7052 x 611</u>
<u>Regina Sweeney</u>	<u>9</u>	<u>3</u>	<u>800.533.7052 x 629</u>
<u>Timothy Robert, Ph.D.</u>	<u>7</u>	<u>7</u>	<u>800.533.7052 x 620</u>
<u>Frank Moser</u>	<u>5</u>	<u>5.1</u>	<u>800.533.7052 x 613</u>

- 7. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

See enclosed Trade References Page

(Attach additional sheet if necessary)

- 8. References: List at least three (3) references for contracts of similar size and scope, including a brief description of the work performed, the location, the name and telephone number of a contact person familiar with the contract. Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

Name & Address	Term	Amount	Contact Person	Telephone #
----------------	------	--------	----------------	-------------

See enclosed Client Reference Page

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

9. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

No.

10. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

1. Attached 2. X N/A

Dated at Aegis Sciences Corporation, Nashville, TN

this 21st day of June 2004

Name of Organization: Aegis Sciences Corporation

Address: 345 Hill Avenue
 Nashville, TN 37210

Telephone: 800.533.7052 Fax: 615.255.3030

Signature *[Handwritten Signature]*

(Print Name) Frank Moser

Title Director of Marketing



Trade Reference Page

Performance Business Forms
PO Box 292669
Nashville, TN 37229
615-259-3647

Labsco
250 Ottawa Ave
Louisville, KY 40209
502-363-1891

EASI
102 Hartman Dr, Suite H
Lebanon, TN 37087
615-453-4532



Drug-Free Sports Client Reference List

Georgia Tech University
Attn: Larry New
150 Bobby Dodd Highway
Atlanta, GA 30332
(404) 873-4440

Penn State University
Attn: Dan Eck
1850 E. Park Ave, Suite 112
University Park, PA 16803
(814) 865-3754

Virginia Tech University
Attn: Mike Goforth
115 Cassell Coliseum
Blacksburg, VA 24061
(540) 231-5691

University of Florida
Attn: Chris Patrick
PO Box 14485
Gainesville, FL 32604
(352) 375-4683

University of Illinois
Attn: Dr. Steve Soboroff
1401 South 1st Street, Training Room
Champaign, IL 61820
(217) 333-6718

University of Kansas
Attn: Lynn Bott
Allen Fieldhouse
Lawrence, KS 660451
(785) 864-3812

University of Texas
Attn: Dr. Mark Hutchins
Student Health Center Room 339
105 W. 26th Street, Box 7339
Austin, TX 78713
(512) 232-5066

St. John's University
Attn: Ron LinFonte
800 Utopia Parkway
Jamaica, NY 11439
(718) 990-6055

Texas A & M University
Attn: Karl Kapchinski
PO Box 30017
College Station, TX 77842-3017
(919) 845-5129

Syracuse University
Attn: Tim Neal
Manley Field House
Syracuse, NY 13224
(315) 443-2084

Villanova University
Attn: Lenny Currier
Athletic Training Department
Villanova, PA 19085
(610) 519-4110

University of South Carolina
Attn: Rod Walters
1300 Rosewood, Gate 5
Columbia, SC 29208
(803) 777-7885

Louisiana State University
Attn: Keith Clements
Dept of Athletics
Baton Rouge, LA 70894
(225) 578-5785

University of Nebraska
Attn: Dr. Lonnie Albers
Stadium Office Building
Lincoln, NE 68588
(402) 472-2276

Vanderbilt University
Attn: Tom Bossung
2601 Jess Neely Drive
Nashville, TN 37212
(615) 343-1685

University of Michigan
Attn: Paul Schmidt
Athletic Training 1000 State Street
Ann Arbor, MI 48109
(734) 764-0531

University of Houston
Attn: Mike O'Shea
3100 Cullen Blvd.
Houston, TX 77204-6742
(713) 743-0782

University of Wyoming
Attn: Robb Williams
Dept. of Athletics
Laramie, WY 82071
(307) 766-2323

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4a-60 (formerly 4-14a) of the Connecticut General Statutes; and, when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-1 et. seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes. According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in sub-section (a) of Section 32-9n." "Minority groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) Women; (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians or (6) Disabled Persons". The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

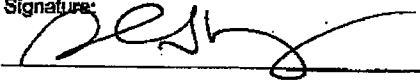
The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) The bidder's success in implementing an affirmative action plan;
- (b) The bidder's success in developing an apprenticeship program complying with sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- (c) The bidder's promise to develop and implement a successful affirmative action plan;
- (d) The bidder's submission of EEO-1 data indicating the the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

*INSTRUCTION: Bidder must sign acknowledgment below, and return acknowledgment to the awarding agency with bid proposal.

The undersigned acknowledges receiving and reading a copy of "Notification to Bidders" form.

Signature:



Date:

6-21-04

On Behalf of:

Aegis Sciences Corporation

BID NUMBER- B930333-4

345 Hill Avenue

OPENING DATE- June 30, 2004 @ 2:00 p.m.

Nashville, TN 37210

BIDDERS QUALIFICATIONS CHART COMPLETION REQUIRED FOR CONSIDERATION OF AWARD

The University requires the completion of this BIDDERS QUALIFICATION CHART under the contract compliance requirements mandated by section C.G.S. 4a-60 and Section 46a of the Connecticut General Statutes and will consider your answers in making an award.

1. Have you implemented an Affirmative Action Plan?
 YES _____ NO _____ n/a Small Business
 1a. If yes, date implemented _____
2. If answer to #1 is no, do you intend to develop an Affirmative Action Plan?
 YES _____ NO _____ n/a Small Business
 2a. If yes, date you plan to implement _____
3. Have you implemented an apprenticeship program complying with Section 46a-58f of the Connecticut General Statutes?
 YES _____ NO
4. If the answer to #3 is no, do you intend to develop an apprenticeship program?
 YES _____ NO
5. Please provide the following equal employment opportunity data (EEO-1)

JOB CATEGORIES	Overall Totals (Sum of col. B thru K) A	MALE					FEMALE				
		WHITE (Not of Hispanic Origin) B	BLACK (Not of Hispanic Origin) C	Hispanic D	Asian or Pacific Islander E	American Indian or Alaskan Native F	WHITE (Not of Hispanic Origin) G	Black (Not of Hispanic Origin) H	HISPANIC I	Asian or Pacific Islander J	American Indian or Alaskan Native K
1. Officials & Managers	8	6					2				
2. Professionals	9	3	1				4	1			
3. Technicians	4		1					3			
4. Sales Workers											
5. Office & Clerical	4	2					2				
6. Craft Workers (Skilled)											
7. Operatives (Semi-skilled)											
8. Laborers (un-skilled)											
9. Service Worker											
10. TOTAL	25=	11	2				8	4			

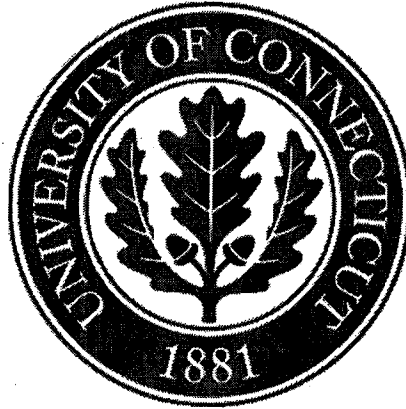
6. Do you intend to set aside a portion of this contract for legitimate minority business enterprises (MBE)?
 YES _____ NO _____

COMPANY INFORMATION

Name Aegis Sciences Corporation

Address 345 Hill Avenue

Signature _____ Date 6/21/04 Tel# 800.533.7052



University of Connecticut Purchasing Department

3 North Hillside Road, Unit 6076, Storrs, CT 06269-6076

**Request for Bids
B930333-4**

**Athletic Drug Testing Services
For the University of Connecticut Main Campus in Storrs**

Date Issued	Pre-Bid Meeting	Bid Due Date	Prepared By	Telephone #
June 18, 2004	NONE	June 30, 2004 @ 2:00 p.m.	Cathleen G. Paquette Purchasing Agent II	(860) 486-2620

June 18, 2004

**Invitation to Bid
Athletic Drug Testing Services
Bid #B930333-4**

The University of Connecticut (hereinafter referred to as the "University") is seeking bids from experienced and qualified firms to provide Athletic Drug Testing Services for the main campus in Storrs, Connecticut. Requirements are estimated at approximately \$15,000.00 to \$20,000.00 per year. This figure is only an estimate and is in no way a commitment by the University to any annual requirements.

In soliciting bids, it is the University's intent to establish a primary source for its Athletic Drug Testing Services. If, in the University's opinion, savings can be realized by using additional firms, the University will reserve the right to do so.

Firms shall promptly notify the University of any ambiguity, inconsistency or error that they may discover upon examination of these documents.

A firm requiring clarification or interpretation of the bid shall make a written request to the University via facsimile to (860) 486-5051, via e-mail to cathleen.paquette@uconn.edu or by mail to:

*Cathleen Paquette
Purchasing Department
University of Connecticut
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076*

Any interpretation, correction, or change of this bid shall be made by addendum. Interpretations, corrections or changes of the bid made in any other manner shall not be binding and firms shall not rely upon such interpretations, corrections or changes. The University Purchasing Department shall issue any changes or corrections.

Responses may be faxed to the Purchasing Department at (860) 486-5051 and must be received by **2:00 p.m. local time on June 30, 2004** in accordance with the **Section III**, Paragraph 3.5.

Cathleen G. Paquette
Purchasing Agent II

Section I
General Conditions

1.0 Qualification of Bidders

- A. Bids will be considered from firms with a demonstrated history of successfully providing similar services to other intercollegiate athletic programs and other elite athletic programs.
- B. Must have SAMSHA Certification.
- C. Must use GC/MS
- D. Firms must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the firm's bid.
- E. The University will reject any bid and void any award resulting from this bid to a firm who makes any material misrepresentation in their bid.

1.1 Service and Support Requirements

To receive consideration, the successful bidder(s) must provide, at a minimum, the following level of services.

A. Drug screening includes

- collection supplies
- ground transportation of supplies to university &
- return of specimens to laboratory via overnight courier or ccl courier,
- telephone and written instruction with collection personnel in proper chain-of-custody protocol,
- ph, specific gravity, creatinine and glutaraldehyde testing performed on suspect samples
- electronic transmission of results via fax or overnight courier when available and original copy of positive results sent via us mail
- rejected specimens or those unfit for testing
- retention of positive specimens in frozen storage for one year
- specimen adulteration assays
- consultation with corning clinical laboratories scientific staff

B. Test Results

- Returned in five working days or less
- GC/MS
- Split specimen testing
- Quantitative values available on request

C. Additional Services

- Litigation support required
- Electronic reporting desired
- Hair testing desired
- Program development assistance desired

D. Tests

- Alcohol
- Amphetamines
- Barbiturates
- Benzodiazepines
- Club Drugs (i.e. Ecstasy)
- Cocaine/Crack
- Marijuana
- Narcotics/Opiates
- Anabolic steroids
- Stimulants/Ephedrine
- Diuretics
- Supplement and product testing available

1.2 Pricing

- A. The **Price Schedule** located in the *Form of Bid* consists of a listing of commonly requested laboratory test. Bidders are to provide their net price per test.
- B. Bidders must provide a basis for pricing of future test requirements
- C. All prices shall remain fixed for the initial term of the contract. Price increases thereafter, and for the duration of this contract, will only be allowed when:
- when price increases are based on a documented change in the firm's net cost of products or other discounts allowed and said documentation is provided to the University, or
 - when the documented increases are in accordance with the latest issue of the Consumer Price Index (CPI), and
 - when the University is notified of the increase a minimum of thirty (30) business days prior to the effective date.

1.3 Taxes

The University of Connecticut is exempt from federal excise taxes, and no payment will be made for any taxes levied on the firm's employees' wages. The University is exempt from state and local sales and use taxes on the services and/or equipment supplied pursuant to this agreement.

1.4 Additional Costs

Costs associated with every aspect of labor, materials and service necessary to provide the commodity as specified herein must be included in the net pricing. The University shall not be responsible for any costs incurred by the firm that are not included in the response.

1.5 Obligations

The contents of the Request for Bid and any clarification thereto submitted by the successful bidder shall become a part of the contractual obligation incorporated by reference into the ensuing contract.

Section II Terms & Conditions

- 2.0 Term
The term of any contract resulting from this bid shall be from **the date of award through June 30, 2005 with options to renew for five (5) additional one (1) year terms**. Said options will only be exercised upon satisfactory performance and by mutual consent of both parties.
- 2.1 Payment Terms
The University's payment terms are 2% 15 days net 45 days. These terms shall be honored unless otherwise stated. The University will authorize payment to the firm after providing satisfactory product and receipt of the firm's invoice.
- Invoices and inquiries regarding same shall be directed to: The University of Connecticut, Accounts Payable Department, 3 North Hillside Road, Unit 6080, Storrs, CT 06269-6080; (860) 486-4137.
- 2.2 Statutory/Regulatory Compliance
The firm shall keep informed of, and shall provide all permits and comply with all applicable laws, ordinances, rules, regulations, and orders of the state and federal governments or public bodies having jurisdiction affecting any contract which may result from this request for bid.
- 2.3 Remedies Upon Default
In any case where the firm has failed to deliver or has delivered non-conforming goods or services, the university shall provide a "notice to cure". If after notice the firm continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting firm.
- 2.4 Collection for Default
The Attorney General shall be requested to make collection from any defaulting firm pursuant to the preceding paragraph.
- 2.5 Immunity from Liability
Every person who is a party to this agreement is hereby notified and agrees that the University, and its agents, are immune from liability and suit for or from the firm's activities involving third parties and arising from any contract which may result from this solicitation.
- 2.6 Indemnification
The firm agrees to jointly and severally indemnify and hold the University, its agents and successors, and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the state may incur or sustain by reason of the failure of the firm to fully perform and comply with the terms and obligations of this agreement.
- 2.7 Contract Termination for Cause
The University may terminate any resulting contract for cause by providing a *Notice to Cure* to the contractor citing the instance of noncompliance with the contract.
- A. The contractor shall have ten (10) days to reply to the *Notice to Cure* and indicate why the contract should not be terminated and recommend remedies to be taken.
- B. If the contractor and the University reach an agreed upon solution, the contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the *Notice to Cure*.

- C. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of the *Notice to Cure* by the contractor, the University reserves the right to terminate the contract.
- D. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

2.8 Prevailing Law

The terms and provisions of this BID and any ensuing contract shall be construed in accordance with the laws of the State of Connecticut.

2.9 Promotion

Unless specifically authorized in writing by the University's Vice President for Administration & Operations Services on a case by case basis, firm shall have no right to use, and shall not use, the name of The University of Connecticut, its officials or employees, or the Seal of the University: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of contractor's products or services; nor (c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

Section III
Submittal of Bids

3.0 **Each firm, by submitting a bid, represents that the firm has:**

- A. Read and completely understands the bid documents and attachments thereto.
- B. Is familiar with the conditions under which services would be provided, including availability and cost of goods and labor.
- C. Understands and agrees that all bids must conform to the instructions and conditions contained herein to receive consideration.

3.1 Form of Bid

Complete all information requested on the *Form of Bid* Document. There are spaces provided for the acknowledgement of addenda issued. If no addenda are issued, these spaces may be left blank.

3.2 Exceptions to Specifications

The bidder shall clearly state, in the response, any exceptions to or deviations from these terms and conditions; otherwise, the firm will be held responsible for compliance with all requirements listed herein.

3.3 Multiple Bids

The University is seeking bids that meet its requirements as outlined in this solicitation. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", etc. and submitted separately.

3.4 Bidder's Qualification Statement

Complete all blank spaces. All offers must include three (3) references currently using commodities of the type being offered. At a minimum, the customer's name, the nature of the contract, the annual volume, the name of a contact person, and a telephone number shall be provided.

3.5 Submittal of Bids

- A. Each quotation shall be submitted in via facimile before the listed due date/time to the Uconn Purchasing Department on the forms provided.
- B. The complete response to this Bid shall include the following documentation:
 - 1. Form of Bid
 - 2. List of exceptions to terms and conditions (if any)
 - 3. Bidders Qualification Statement, including List of References
 - 4. Notice to Bidders
 - 5. Bidders Qualification Chart

3.6 Incomplete Information

Failure to complete or provide any of the information requested herein, including all requested literature, detailed performance and operating specifications and/or additional information as indicated, may disqualify a firm for reasons of non-responsiveness.

3.7 Minor Technicalities

The University reserves the right to reject any or all bids submitted for consideration, in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgement, the best interest of the University will be served. Non-acceptance of a bid shall mean that another bid was deemed more advantageous to the University, or that all bids were rejected.

3.8 Modification Or Withdrawal Of Bids Will Be Executed As Follows:

- A. A bid shall not be modified, withdrawn or canceled by the bidder for a sixty (60) day period following the time and date assigned for the receipt of bids and the bidder so agrees in submitting a bid.
- B. Prior to the time and date assigned for receipt, bids submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of bids. Withdrawn bids may be submitted up to the time designated for receipt of bids provided they are then fully in conformance with these terms and conditions.

Section IV Award

4.0 Formation of Agreement

At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected firm:

- Option 1: Accept bids as written by issuing a purchase order to the selected firm which refers to this Request for Bid and accepts the bid as written, or
- Option 2: Enter into negotiations with one or more bidders in an effort to reach mutually satisfactory agreement which will be executed by both parties and will be based on this bid, the bid submitted by the selected bidder and the negotiations concerning these. Negotiations will not include changes to prices unless negotiations change the requirements.

Because the University may use Option 1, above, each firm shall include in its bid all requirements it may have and shall not assume that an opportunity will exist to add such matters after the bid has been submitted.

4.1 Contract Award

- A. The University reserves the right to award a contract not based on price alone but on the basis of the of the bid which best meets the needs of the University. The University also reserves the right to award by item, groups of items or total bid.
- B. It is the University's intent to make a single award. If at any time during the contract period the successful bidder is unable to provide the products which meet the University's requirements, the University will be authorized to contact the next lowest bidder. If the next lowest bidder can meet the University's requirements at the same price schedule submitted in response to this bid solicitation, the University Purchasing Department will be authorized to issue a purchase order to meet the emergency requirements.
- C. Any firm awarded a contract pursuant to this solicitation shall be subject to annual performance evaluations by the University. Such evaluations will constitute a review of the firm's performance relative to timeliness, accuracy, quality, and cost competitiveness.

4.2 Assignment/Modification

Neither party shall have the right to assign any Agreement without the written consent of the other party. Neither may this agreement be modified except by written instrument signed by both parties hereto, upon thirty (30) days written notice to the other party.

FORM OF BID
#B930333-4
Athletic Drug Testing Services

To: The University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076

June 30, 2004

1. The undersigned bidder, in response to your request for bid for bids for the above referenced contract, having examined the Request for Bid, hereby proposes to provide Athletic Drug Testing Services in accordance with the bid attached hereto.

Bidder acknowledges receipt of the following addenda that are a part of the bidding documents:

#1 _____ date #2 _____ date #3 _____ date

2. Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
3. Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the bids.
4. Bidder hereby certifies that: (a) this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
5. Pricing per the attached Price Schedule
6. Payment terms: _____

Signed this _____ day of _____, 20____

Firm Name: _____

Address: _____

Duly Authorized _____

Title: _____

FORM OF BID
#B930333-4
Athletic Drug Testing Services

PRICE SCHEDULE

Alcohol	\$ _____ /ea
Amphetamines	\$ _____ /ea
Barbiturates	\$ _____ /ea
Benzodiazepines	\$ _____ /ea
Club Drugs (i.e.Ecstasy)	\$ _____ /ea
Cocaine/Crack	\$ _____ /ea
Marijuana	\$ _____ /ea
Narcotics/Opiates	\$ _____ /ea
Anabolic steroids	\$ _____ /ea
Stimulants/Ephedrine	\$ _____ /ea
Diuretics	\$ _____ /ea
Supplement and product testing	\$ _____ /ea

Basis for addition of items to meet future requirements:

Discount _____ % from _____ list.
(List reference # and/or date)
(Attach additional information as necessary.)

BIDDER'S QUALIFICATION STATEMENT

Bid #B930333-4

All bidders are required to file this form, properly completed, WITH THEIR BID RESPONSE. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name _____.

2. How many years has this organization been in business under its present business name?

Years? _____.

3. Indicate all other names by which this organization has been known and the length of time known by each name:

1. _____

2.

3.

4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

Commodity/Service _____

Years?

5. This firm is a: _____ Corporation _____ Partnership _____ Sole Proprietorship

_____ Joint Venture _____ Other

_____ Women Owned _____ Minority Business _____ Set Aside Contractor

6. **Provide names** all supervisory personnel, such as Principals, Supervisors, and Sales Representatives, who will be **directly** involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

Name	Years	Years/supervisor	Telephone/Fax #'s
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

(Attach additional sheet if necessary)

8. References: List at least three (3) references for contracts of similar size and scope, including a brief description of the work performed, the location, the name and telephone number of a contact person familiar with the contract. Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

Name & Address	Term	Amount	Contact Person Telephone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

10. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

1. _____ Attached 2. _____ N/A

Dated at _____

this _____ day of _____ 20

Name of Organization:

Address:

Telephone:

Fax:

Signature

(Print Name)

Title

ATTENTION FIRMS

The attached bid solicitation package includes three forms that must be signed for your offer to be considered.

<u>FORM NAME</u>	<u>WHERE TO SIGN</u>
1. Form of Bid	Bottom
2. Notification to Bidders	Bottom
3. Bidder's Qualification	Bottom

Before sending your bid, please be sure all three are signed.

NOTICE TO PROSPECTIVE BIDDERS:

The University Purchasing Department will appreciate your assistance in making a careful study of this proposal and specifications for the purpose of offering suggestions as to the contract period, quantities, purchasing terms, details of specifications, trade customs, etc. which you believe to be in the best interest of the State.

Suggestions or comments will be considered up to seven (7) days prior to the date of bid opening indicated in the bid package. In replying you must refer to the bid number. If no suggestions or comments are offered, the signing of the bid documents shall indicate your approval of these forms in their present content.

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4a-60 (formerly 4-14a) of the Connecticut General Statutes; and, when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-1 *et seq.* of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes. According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials." "Minority business enterprise " is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capitol stock, or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in sub-section (a) of Section 32-9n." "Minority groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) Women; (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians or (6) Disabled Persons". The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) The bidder's success in implementing an affirmative action plan;
- (b) The bidder's success in developing an apprenticeship program complying with sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- (c) The bidder's promise to develop and implement a successful affirmative action plan;
- (d) The bidder's submission of EEO-1 data indicating the the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

*INSTRUCTION: Bidder must sign acknowledgment below, and return acknowledgment to the awarding agency with bid proposal.

The undersigned acknowledges receiving and reading a copy of "Notification to Bidders" form.

Signature:

Date:

On Behalf of:

BID NUMBER- B930333-4

OPENING DATE- June 30, 2004 @ 2:00 p.m.

BIDDERS QUALIFICATIONS CHART COMPLETION REQUIRED FOR CONSIDERATION OF AWARD

The University requires the completion of this BIDDERS QUALIFICATION CHART under the contract compliance requirements mandated by Section C.G.S. 4a-60 and Section 46a of the Connecticut General Statutes and will consider your answers in making an award.

1. Have you implemented an Affirmative Action Plan?
YES _____ NO _____
- 1a. If yes, date implemented _____
2. If answer to #1 is no, do you intend to develop an Affirmative Action Plan?
YES _____ NO _____
- 2a. If yes, date you plan to implement _____
3. Have you implemented an apprenticeship program complying with Section 46a-68f of the Connecticut General Statutes?
YES _____ NO _____
4. If the answer to #3 is no, do you intend to develop an apprenticeship program?
YES _____ NO _____
5. Please provide the following equal employment opportunity data (EEO-1)

JOB CATEGORIES	Overall Totals (Sum of col. B thru K) A	MALE					FEMALE				
		WHITE (Not of Hispanic Origin) B	BLACK (Not of Hispanic Origin) C	Hispanic D	Asian or Pacific Islander E	American Indian or Alaskan Native F	WHITE (Not of Hispanic Origin) G	Black (Not of Hispanic Origin) H	HISPANIC I	Asian or Pacific Islander J	American Indian or Alaskan Native K
1. Officials & Managers											
2. Professionals											
3. Technicians											
4. Sales Workers											
5. Office & Clerical											
6. Craft Workers (Skilled)											
7. Operatives (Semi-skilled)											
8. Laborers (un-skilled)											
9. Service Worker											
10. TOTAL											

6. Do you intend to set aside a portion of this contract for legitimate minority business enterprises (MBE)?
YES _____ NO _____

COMPANY
INFORMATION

Name _____

Address _____

Signature _____ Date _____ Tel# _____

ATTACHMENT A

Provisions of this Contract Required by Connecticut General Statutes 4a-60

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each firm with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56), (46a-68e) and (46a-68f); (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise,

(2) Who have the power to direct the management and policies of the enterprise and (3) who are member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of a Contractor's good faith efforts shall include but not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and other such reasonable activities efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, firm or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or firm as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Provisions of this Contract Required by Connecticut General Statutes 4a-60a

(a) The Contractor agrees to the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2)) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each firm with which such Contractor has a

contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56), (46a-68e) and (46a-68f) of the General Statutes

(b) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, firm or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or firm as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
6. Bids must show unit price, amount and grand total or bid may be rejected.
7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.
10. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state of federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
11. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have a joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
12. The University of Connecticut is an equal opportunity employer.

AWARD AND CONTRACT

1. The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
2. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
3. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
4. Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
5. In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.
6. The contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.
7. It is understood and agreed that the contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
8. In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.