INVITATION FOR BID — RETURN SEALED BIDS TO:

TEXAS A&M UNIVERSITY
DEPARTMENT OF PURCHASING SERVICES
P.O. BOX 30013
COLLEGE STATION, TX 77842-0013
PHONE 979-845-3425
FAX 979-845-3800

06/26/2006

BIDDER MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY BID

Larry Bauske
AUTHORIZED SIGNATURE

LARRY BAUSKE
PRINT OR TYPE NAME

PRESIDENT 7-5-06
TITLE DATE

1742368493900
TEXAS ALCOHOL & DRUG TESTING SERVIC
16903 RED OAK DR STE 130
HOUSTON TX 77090--393

SHOW OPENING DATE AND BID INVITATION NUMBER ON THE FAX COVERSHEET OR THE LOWER LEFT HAND CORNER OF THE SEALED ENVELOPE. PLEASE SHOW RETURN ADDRESS OF FIRM.

VENDOR AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND ON THE REVERSE SIDE OF THIS BID.

OPENING DATE 07/11/2006 at 2:00PM (CST)

BID NO. B700018

BID TO BE "F.O.B. AGENCY RECEIVING ROOM FREIGHT PREPAID AND ALLOWED" UNLESS OTHERWISE SPECIFIED BELOW

DESTINATION OF GOODS:

TEXAS A&M UNIVERSITY

COLLEGE STATION TX 77843-1228

VENDOR ID NUMBER _____
SEE INSTRUCTIONS 1.8 ON NEXT PAGE FOR VENDOR ID NUMBER
(__) Historically Underutilized Business certified by GSC - Please specify (__) BLK (__) HSP (__) W/O (__) A/P (__) AI

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

State law provides you the right to request, receive, review and correct information about yourself collected by this form. Contact: dj-young@tamu.edu or 979-845-4570 Ext. 110.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	TEXAS A&M UNIVERSITY REQUIRES ALL COMPANIES AND INDIVIDUALS (NOT EMPLOYEES OR STUDENTS) TO HAVE A SUBSTITUTE W-9 FORM ON FILE. STEP 1: YOU CAN OBTAIN THE SUBSTITUTE W-9 FORM FROM THE FMS WEBSITE AT: HTTP://FINANCE.TAMU.EDU/FMO/AP/FORMS/SUBSTITUTEW9.PDF THIS FORM IS NEEDED FOR IRS COMPLIANCE. ALL VENDORS ARE ENCOURAGED TO SIGN UP FOR DIRECT DEPOSIT . THE DIRECT DEPOSIT FORM IS LOCATED AT: HTTP://FINANCE.TAMU.EDU/FMO/AP/FORMS/74-176.PDF ********** ***** DO NOT MAIL BIDS TO THIS ADDRESS ****** ********** TEXAS A&M UNIVERSITY IS SEEKING BIDS FOR A BLANKET AGREEMENT FOR DRUG TESTING SERVICES FOR THE ATHLETIC DEPARTMENT PER THE FOLLOWING TERMS, CONDITIONS AND SPECIFICATIONS. FAX BIDS NOT ACCEPTED. ALL DELIVERIES AND PICKUPS SHALL BE DURING NORMAL BUSINESS HOURS MONDAY - FRIDAY 8:00 A.M. - 5:00 P.M. BILLING SHALL BE MONTHLY. PAYMENT SHALL BE NET 30 AFTER INVOICE.				
TMS					

TERMS: _____ **FOB DESTINATION, FREIGHT PREPAID AND ALLOWED** **TOTAL** _____

DELIVERY IN _____ **DAYS**

Check below if preference claimed under Rule 1 TAC 113.8
(__) Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
(__) Agricultural products produced or grown in TX
(__) Agricultural products and services offered by TX bidders
(__) USA produced supplies, materials, or equipment
(__) Other (See 1.13 on next page)

Terry Stracaror
PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. BIDDING REQUIREMENTS

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of the Invitation for Bid.

1.3 Bids should be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on reverse side, top center. Bids must be received by the TEXAS A&M DEPARTMENT OF PURCHASING SERVICES on or before the hour and date specified for the bid opening.

1.4 When sending bids via the U.S. Postal Service, use the address on the front of this Invitation for Bid. When using a delivery service or hand delivering, which requires a street address, address is Agronomy Road, College Station, TX 77843.

1.5 Late bids will not be considered under any circumstances.

1.6 Bids should be quoted "F.O.B. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.

1.7 Bid prices are requested to be firm for TEXAS A&M acceptance within 30 days of bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.

1.8 Bids should give Vendor ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand corner. The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the front side (upper right) if it is not printed. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number.

1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the TEXAS A&M DEPARTMENT OF PURCHASING SERVICES based on a written acceptable reason.

1.10 Purchases made for TEXAS A&M use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by TEXAS A&M upon request.

1.11 TEXAS A&M reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.

1.12 Consistent and continued tie bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.

1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

(___) Products of persons with mental or physical disabilities
(___) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
(___) Energy efficient products
(___) Rubberized asphalt paving material
(___) Recycled motor oil and lubricants
(___) Products produced at facilities located on formerly contaminated property
(___) Products and services from economically depressed or blighted areas

1.14 The telephone number for FAX submission of bids is 979-845-3800. This is the only number that will be used for the receipt of bids. The TEXAS A&M shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS

2.1 Any catalogue, brand name or manufacturer's reference used in the Invitation for Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of the nature and quality will be considered unless otherwise specified. If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the Invitation for Bid (IFB).

2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.4 Samples, when requested, must be furnished free of expense to TEXAS A&M. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and TEXAS A&M bid number. Do not enclose in or attach bid to sample.

2.5 TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFB.

2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS

- In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.5 (b) (3) and 113.8 (Preferences).

4. DELIVERY

4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.

4.2 If delay is foreseen, supplier shall give written notice to TEXAS A&M. TEXAS A&M has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEXAS A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting supplier.

4.3 No substitutions or cancellation permitted without written approval of the TEXAS A&M DEPARTMENT OF PURCHASING SERVICES.

4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TEXAS A&M.

5. INSPECTION AND TESTS

- All goods will be subject to inspection and test by TEXAS A&M to the extent practicable at all times and places. Authorized TEXAS A&M personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at TEXAS A&M's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

- A response to an IFB is an offer to contract with TEXAS A&M based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

7. PAYMENT

- Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEXAS A&M will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

8. PATENTS OR COPYRIGHTS

- The supplier agrees to protect TEXAS A&M from claims involving infringement of patents or copyrights.

9. SUPPLIER ASSIGNMENTS

- Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

10. BIDDER AFFIRMATION

- Signing the bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.

10.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

10.4 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.

10.6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.

10.7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

10.8 Bidder certifies that they are in compliance with section 618.002 of the Government Code, relating to contracting with executive head of a State agency. If section 618.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

10.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

10.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

11. NOTE TO BIDDERS

- Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.

WARNING: Such terms and conditions may result in disqualification of the bid, (e.g. bids with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.

12. PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

13. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to Receive State Grants or Loans, or Receive Bids or Payments on State Contracts

(a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
  (1) receive payments from state funds under a contract to provide property, materials, or services; or
  (2) receive a state-funded grant or loan.

(b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
  (1) all arrearages have been paid; or
  (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

(c) Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.

(d) "Pursuant to Section 231.006, Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

(e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.

(f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. Apr. 20, 1995.
Amended by Acts 1995, 74th Leg., ch. 751, Sec. 62, eff. Sept. 1, 1995.

14. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M University, and the Vendor to attempt to resolve any claim for breach of contract made by Vendor:

(a) Vendor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to Dr. Richard L. Floyd, Associate Vice-President for Finance. Said notice shall also be given to all other representatives of Texas A&M University and Vendor otherwise entitled to notice under the parties' contract. Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M University nor any conduct of any representative of Texas A&M University thereafter shall be considered a waiver of sovereign immunity to suit.

  (1) The submission, processing, and resolution of Vendor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
  (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Vendor, in whole or in part.
  (3) The designated individual responsible on behalf of Texas A&M University for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Dr. Richard L. Floyd, Associate Vice President for Finance.

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COLLEGE STATION, TX 77842-0013
PHONE 979-845-3425 FAX 979-845-3800

BID NO: B700018
VENDOR: 1742368493900
TEXAS ALCOHOL & DRUG TESTING SERVIC

Item	Description	Quantity	UOM	Unit Price	Ext Price
	BLANKET AGREEMENT: THE RESULTING AWARD SHALL BE A BLANKET ORDER FOR ITEMS LISTED BELOW FROM DATE OF AWARD THROUGH AUGUST 31, 2007. QUANTITIES ARE ESTIMATED ONLY AND DO NOT GUARANTEE A PURCHASE. DELIVERY TO BE MADE AT TIMES AND IN QUANTITIES REQUESTED BY TEXAS A&M UNIVERSITY. PRICES SHALL REMAIN FIRM THROUGH THE TIME FRAME LISTED ABOVE. ACTUAL USAGE MAY BE MORE OR LESS THAN ESTIMATES. TEXAS A&M UNIVERSITY WILL IN NO WAY BE OBLIGATED FOR ANY QUANTITY THAT FALLS SHORT OF THE ESTIMATED TOTALS. ANY UNUSED QUANTITIES WILL BE CONSIDERED CANCELLED AS OF AUGUST 31,2007. RENEWAL: THE RESULTING AGREEMENT WILL BE IN EFFECT FROM DATE OF AWARD THROUGH AUGUST 31, 2007 WITH THE OPTION TO RENEW UP TO THREE (3) YEARS, ONE (1) YEAR AT A TIME, UPON MUTUAL AGREEMENT OF BOTH PARTIES. ALL PRICES TO BE HELD FIRM FOR ONE (1) YEAR. IN THE EVENT THE AGREEMENT IS RENEWED, PLEASE QUOTE A FIRM PERCENTAGE INCREASE FOR EACH RENEWAL NOT TO EXCEED 5% PER YEAR. ESCALATION WILL BE BASED ON THE PREVIOUS YEARS PRICES. 2ND YEAR 9/1/07 - 8/31/08 Ø % 3RD YEAR 9/1/08 8/31/09 Ø % 4TH YEAR 9/1/09 - 8/31/10 Ø % NOTE: ESCALATION PERCENTAGE SHOULD NOT EXCEED 5% IN EACH YEAR. FAILURE BY BIDDER TO INSERT AN ESCALATION CEILING INDICATES AN ESCALATION PERCENT NOT TO EXCEED ZERO (0%). ESCALATION PERCENT WILL BE USED IN THE BID EVALUATION FOR ALL OPTION RENEWALS.				
1	DRUG TESTING SERVICES FOR STUDENT ATHLETES PER THE FOLLOWING SPECIFICATIONS: VENDOR SHALL HAVE THE ABILITY FOR: - OVERNIGHT SHIPPING OR DAILY PICKUP OF SAMPLES TO THE TESTING LAB. - VENDOR SHALL MAKE ARRANGEMENTS TO PICK UP DAILY AND COORDINATE AN ESTIMATED TIME FOR PICK UP WITH DEPARTMENT. TIME SHALL REMAIN CONSISTENT. THESE COST SHALL BE INCLUDED IN PRICE. TEXAS A&M SHALL INFORM VENDOR OF ANY DAYS IN WHICH PICK UP OF SAMPLES WILL NOT BE NEEDED.	1,200	EA	$36.48	$43,776.00

TMS

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VENDOR1 742368493900
TEXAS ALCOHOL & DRUG TESTING SERVIC

Item	Description	Quantity	UOM	Unit Price	Ext Price
	- A FOUR DRUG OF ABUSE PANEL SCREENING WITH OPTION TO VARY THE DRUG PANEL TO ACCOMODATE TESTING OF CURRENT TRENDS IN ABUSED DRUGS USE. EXAMPLE OF DRUGS TO BE SCREENED FOR: -AMPHETAMINES -OPIATES -BARBITURATES -MARIJUANA -COCAINE -NCAA'S LIST OF BANNED DRUGS - GAS CHROMOTOGRAPH MASS SPECTROMETRY CONFIRMATION OF POSITIVE SAMPLES - RESULTS TO BE REPORTED WITHIN 24 HOURS OF SHIPPING FOR SCREENING AND 72 HOURS FOR GC MS CONFIRMATION OF POSITIVE TEST. - DEPARTMENT SHALL RECEIVE REPORTS BY FAX OR E-MAIL. - SUPPLY OF ALL NECESSARY COLLECTION FORMS, PACKAGING AND SUPPLIES TO INCLUDE TAMPER EVIDENT SEALS TO PERFORM TESTING COLLECTION. COST OF ITEMS AND COST TO SHIP ITEMS SHALL BE INCLUDED IN PRICE. - TESTING WILL BE APPROXIMATELY 60-75 SAMPLES PER WEEK/2800 ANNUALLY ESTIMATED. - THE CHAIN OF CUSTODY SHALL REMAIN WITH TEXAS A&M. ALL SAMPLES WILL BE LABELED WITH A NUMBER BY TEXAS A&M. VENDOR SHALL REFER TO SAMPLES BY NUMBER. - VENDORS SHALL ACCEPT CREDIBILITY OF ANY RESULTS THAT FACE A LEGAL CHALLENGE - ALL POSITIVE SAMPLES SHALL BE RETAINED FROZEN BY VENDOR FOR A MINIMUM OF ONE (1) YEAR SO THAT SAMPLE MAY BE RETESTED AT TEXAS A&M'S REQUEST. SAMPLES SHALL REMAIN THE PROPERTY OF TEXAS A&M UNIVERSITY. - LABORATORY SHALL BE CERTIFIED BY AT LEAST ONE (1) OF THE FOLLOWING; - COLLEGE OF AMERICAN PATHOLOGIST - LABORATORY ACCREDITATION PROGRAM OR UNITED STATES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION - THE TABLE BELOW SHOWS THE AVERAGE TEST THRESHOLD AND PERIODS OF DETECTION. TEXAS A&M REQUIRES BETTER THAN AVERAGE THRESHOLDS AND DETECTION. ********** TEST THRESHOLD TABLE ********** ROUTINE TESTING SCREEN — ROUTINE TESTING CONFIRMATION DRUG/DRUG CLASS — CUTOFF — CUTOFF ********** AMPHETAMINE/ METHAMPHETAMINE — 1000 ng/mL — 500 ng/mL				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	BARBITURATES 300 ng/mL 200 ng/mL				
	COCAINE/CRACK 300 ng/mL 150 ng/mL				
	MARIJUANA 50 ng/mL 15 ng/mL				
	OPIATES/NARCOTICS 2000 ng/mL 2000 ng/mL				
	PHENCYCLIDINE (PCP) 25 ng/mL 25 ng/mL				
	BENZODIAZEPINES 300 ng/mL 300 ng/mL				
	********** PERIOD OF DETECTION TABLE **********				
	DRUG/DRUG CLASS — ROUTINE TESTING PERIOD OF DETECTION				
	**********				
	AMPHETAMINE/ METHAMPHETAMINE — UP TO 3 DAYS				
	BARBITURATE SHORT ACTING — UP TO 3 DAYS				
	BARBITURAGE LONG ACTING — UP TO 10 DAYS				
	BENZODIAZEPINES — UP TO 5 DAYS				
	COCAINE/CRACK — UP TO 3 DAYS AFTER USE				
	MARIJUANA-CASUAL — UP TO 3 DAYS AFTER USE				
	MARIJUANA CHRONIC — UP TO 10 DAYS AFTER USE				
	PCP — UP TO 3 DAYS				
2	ANABOLIC STEROID TESTING - RESULTS TO BE REPORTED WITHIN 72 HOURS. - DEPARTMENT SHALL RECEIVE REPORT BY FAX OR E-MAIL - VENDOR SHALL ACCEPT CREDIBILITY OF ANY RESULTS THAT FACE A LEGAL CHALLENGE - ALL POSITIVE SAMPLES SHALL BE RETAINED FROZEN BY VENDOR FOR A MINIMUM OF ONE (1) YEAR SO THAT SAMPLE MAY BE RETESTED. SAMPLES SHALL REMAIN THE PROPERTY OF TEXAS A&M UNIVERSITY. - DEPARTMENT SHALL RECEIVE REPORTS BY FAX OR E-MAIL. SUPPLY OF ALL NECESSARY COLLECTION FORMS, PACKAGING AND SUPPLIES TO INCLUDE TAMPER EVIDENT SEALS TO PERFORM TESTING COLLECTION. COST OF ITEMS AND COST TO SHIP ITEMS SHALL BE INCLUDED IN PRICE. TESTING WILL BE APPROXIMATELY 60-75 SAMPLES PER WEEK/2800 ANNUALLY ESTIMATED. - THE CHAIN OF CUSTODY SHALL REMAIN WITH TEXAS A&M. ALL SAMPLES WILL BE LABELED WITH A NUMBER BY TEXAS A&M. VENDOR SHALL REFER TO SAMPLES BY NUMBER.	280	EA	$135.00 or $165.00 (see attached for different panels avail)	$37,800.00 OR $46,200.00

TMS

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	- VENDORS SHALL ACCEPT CREDIBILITY OF ANY RESULTS THAT FACE A LEGAL CHALLENGE - ALL POSITIVE SAMPLES SHALL BE RETAINED FROZEN BY VENDOR FOR A MINIMUM OF ONE (1) YEAR SO THAT SAMPLE MAY BE RETESTED AT TEXAS A&M'S REQUEST. SAMPLES SHALL REMAIN THE PROPERTY OF TEXAS A&M UNIVERSITY. - LABORATORY SHALL BE CERTIFIED BY AT LEAST ONE (1) OF THE FOLLOWING; - COLLEGE OF AMERICAN PATHOLOGIST - LABORATORY ACCREDITATION PROGRAM OR - UNITED STATES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION VENDORS SHALL INDICATE CERTIFICATION(S) HELD BY LABORATORY. - THE TABLE BELOW SHOWS THE AVERAGE TEST THRESHOLD AND PERIODS OF DETECTION. TEXAS A&M REQUIRES BETTER THAN AVERAGE THRESHOLDS AND DETECTION. VENDOR SHALL PROVIDE LAB'S TEST THRESHOLD AND PERIOD OF DETECTION ABILITIES. ********** TEST THRESHOLD TABLE ********** ROUTINE TESTING SCREEN CUTOFF / ROUTINE TESTING CONFIRMATION CUTOFF DRUG/DRUG CLASS ********** AMPHETAMINE/METHAMPHETAMINE 1000 ng/mL 500 ng/mL BARBITURATES 300 ng/mL 200 ng/mL COCAINE/CRACK 300 ng/mL 150 ng/mL MARIJUANA 50 ng/mL 15 ng/mL OPIATES/NARCOTICS 2000 ng/mL 2000 ng/mL PHENCYCLIDINE (PCP) 25 ng/mL 25 ng/mL BENZODIAZEPINES 300 ng/mL 300 ng/mL ********** PERIOD OF DETECTION TABLE ********** DRUG/DRUG CLASS / ROUTINE TESTING PERIOD OF DETECTION ********** AMPHETAMINE/METHAMPHETAMINE UP TO 3 DAYS BARBITURATE SHORT ACTING UP TO 3 DAYS BARBITURAGE LONG ACTING UP TO 10 DAYS	- Both laboratories to be utilized are SAMSHA Certified.			
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TEXAS ALCOHOL & DRUG TESTING SERVIC

Item	Description	Quantity	UOM	Unit Price	Ext Price
	BENZODIAZEPINES UP TO 5 DAYS COCAINE/CRACK UP TO 3 DAYS AFTER USE MARIJUANA-CASUAL UP TO 3 DAYS AFTER USE MARIJUANA-CHRONIC UP TO 10 DAYS AFTER USE PCP UP TO 3 DAYS ********** VENDOR SHALL PROVIDE LIST OF DRUGS, LAB IS ABLE TO TEST FOR. ********** CANCELLATION: UNACCEPTABLE PERFORMANCE BY VENDOR MAY BE CAUSE FOR CANCELLATION IF DEEMED NECESSARY BY THE PURCHASING SERVICES DEPARTMENT. THIS CONTRACT IS SUBJECT TO CANCELLATION WITHOUT PENALTY, EITHER IN WHOLE OR IN PART, IF FUNDS ARE NOT APPROPRIATED BY THE TEXAS LEGISLATURE, OR OTHERWISE NOT MADE AVAILABLE TO THE USING AGENCY. TEXAS A&M RESERVES THE RIGHT TO CANCELLATION WITH THIRTY (30) DAYS WRITTEN NOTICE. BIDDERS PLEASE NOTE: TEXAS A&M UNIVERSITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES AND TECHNICALITIES, AND TO ACCEPT THE BID THAT IS CONSIDERED TO BE THE BEST VALUE TO TAMU. EVALUATION CRITERIA: THE EVALUATION WILL INCLUDE THE OVERALL RESPONSE TO THE BID AND WILL INCLUDE, BUT IS NOT LIMITED TO: -PRICING -DELIVERY -REFERENCES -PREVIOUS VENDOR EXPERIENCE WITH TEXAS A&M -SAMPLES OF SUPPLIES AND FORMS -VENDORS YEARS OF EXPERIENCE -ESCALATION -ABILITY TO MEET TIME REQUIREMENTS OF TESTING -LABS ABLILITY FOR PERIOD OF DETECTION AND TEST THRESHOLD ANY OTHER FACTORS TEXAS A&M UNIVERSITY DEEMS RELEVANT TEXAS A&M MUST BE CONFIDENT THAT THE NEEDS OF TEXAS A&M CAN BE MET. TEXAS A&M WILL EVALUATE AND MAKE THE AWARD TO THE BID THAT IS DETERMINED TO BE THE BEST VALUE TO THE STATE BASED ON THE CRITERIA LISTED ABOVE.	Substance of abuse testing will be - THC, Coc, Amp, mAmp, BZO, BAR, PCP, OPI, MTD, MDMA,			
TMS					

INVITATION FOR BID – RETURN SEALED BIDS TO:

BID OPENING 07/11/2006

TEXAS A&M UNIVERSITY
DEPARTMENT OF PURCHASING SERVICES
P.O. BOX 30013
COLLEGE STATION, TX 77842-0013
PHONE 979-845-3425 FAX 979-845-3800

BID NO: B700018
VENDOR174236493900
TEXAS ALCOHOL & DRUG TESTING SERVIC

Item	Description	Quantity	UOM	Unit Price	Ext Price
	**********				
	VENDORS SHALL HAVE A MINIMUM OF FIVE (5) YEARS OF EXPERIENCE IN ATHLETIC DRUG TESTING. VENDOR SHALL LIST NUMBER OF YEARS OF EXPERIENCE:				
	YEARS				
	**********				
	REFERENCES:				
	BIDDERS SHALL PROVIDE A LIST OF THREE (3) REFERENCES WHERE SERVICES COMPARABLE IN SIZE AND SCOPE HAVE BEEN PERFORMED WITHIN THE LAST FIVE (5) YEARS. BIDDER BIDDER SHALL LIST COMPANY, NAME AND PHONE NUMBER FOR EACH REFERENCE. TEXAS A&M UNIVERSITY RESERVES THE RIGHT TO CONTACT THESE REFERENCES TO VERIFY BIDDER'S ABILITY TO PERFORM THESE SERVICES. A NEGATIVE REFERENCE MAY BE GROUNDS FOR DISQUALIFICATION OF BID.				
	COMPANY: Brownsville I.S.D.				
	CONTACT: Gloria Tamez				
	PHONE: 956 698-1245				
	COMPANY TYC				
	CONTACT: Richard Mack				
	PHONE: 512-424-6133				
	COMPANY: GSTTS				
	CONTACT: Darrell Clenney				
	PHONE: 713-580-5884				
	SAMPLES:				
	ALL BIDDERS SHALL PROVIDE SAMPLES OF TESTING SUPPLIES AND FORMS WITH BID.				
	***IF VENDOR HAS SUPPLIED DEPARTMENT WITH TESTING SUPPLIES IN THE LAST TWO (2) YEARS SAMPLES ARE NOT REQUIRED.				
	THE SAMPLE SHALL BE PREPARED IN ACCORDANCE WITH THE SPECIFICATIONS HERE-IN. TEXAS A&M RESERVES THE RIGHT TO DECIDE IF ITEMS OFFERED ARE EQUIVALENT TO THAT SPECIFIED. TEXAS A&M'S DECISIONS WILL BE FINAL.				
	SAMPLES WILL BE SENT AT VENDORS EXPENSE.				
	UPON COMPLETION OF THE SAMPLE EVALUATION, SAMPLES WILL BE RETURNED AT THE BIDDER'S EXPENSE. BIDDERS WILL BE RESPONSIBLE FOR PROVIDING TEXAS A&M UNIVERSITY THE NECESSARY INFORMATION FOR THE RETURN (EX: PROVIDE UPS CALL TAG OR SHIPPING ACCOUNT NUMBER). SAMPLES SHALL BE DELIVERED TO THE FOLLOWING ADDRESS:				
	TEXAS A&M UNIVERSITY				
TMS					

INVITATION FOR BID – RETURN SEALED BIDS TO:

BID OPENING 07/11/2006

TEXAS A&M UNIVERSITY
DEPARTMENT OF PURCHASING SERVICES
P.O. BOX 30013
COLLEGE STATION, TX 77842-0013
PHONE 979-845-3425 FAX 979-845-3800

BID NO B700018
VENDOR 1742368493900
TEXAS ALCOHOL & DRUG TESTING SERVIC

Item	Description	Quantity	UOM	Unit Price	Ext Price
	DEPARTMENT OF STRATEGIC SOURCING 1000 AGRONOMY ROAD COLLEGE STATION, TX 77843 ATTN: TRACY STRACENER BIDDERS NOTE: SAMPLE SUBMITTED WILL BE USED IN THE EVALUATION OF THE BID TO DETERMINE EASE OF USE. FAILURE TO SUBMIT THE REQUIRED SAMPLES MAY RESULT IN DISQUALIFICATION OF BID. Please provide a vendor point-of-contact: Name: LARRY BAUSKE OR PAT KELLEY Phone: 281-444-6600 Fax: 281-444-1025 For clarification of the specifications for this invitation to bid, bidders may contact: Tracy Stracener at tstracener@tamu.edu or 979-845-3425 x 167 The individual listed above may be telephoned, emailed or visited for clarification of specifications only. No authority is intended or implied that specifications may be amended or alternates accepted prior to offer opening without written approval. VENDOR'S TELEPHONE NO: 281 444 6600 VENDOR'S FAX NO: 281 444 1025 TADTS Currently manages the program for TAMU EAP -				
TMS					

Texas A&M University Substitute Form W-9

Part 1 - Tax Status (complete *only one row* of boxes)

Individuals:
(Fill out this row)

Individual Name: (First name, middle initial, last name, Social Security Number) not owning a business

A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.

Sole Proprietor
(single owner llc)
(Fill out this row)

Business Owner's Name: (REQUIRED)	*Business Owner's Social Security Number*	*Business or Trade Name (OPTIONAL)*
(First Name)		
(Last Name)	*or Employer ID Number*	

Partnership
(or an LLC with multiple owners)
(Fill out this row)

Name of Partnership:	*Partnership's Employer Identification Number*	*Partnership's Name on IRS records* *(see IRS Mailing label)*

A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.

Corp. or
Tax-Exempt
Entity. (Fill out this row)

Name of Corporation or Entity:	*Employer Identification Number*
Texas Alcohol and Drug Testing Service, Inc.	74-2369836

Part - 2 Exemption: If exempt from Form 1099 reporting, check your qualifying exemption reason below:

✓ Corporation Note that there is *no* corporate exemption for medical & health care payments or payments for legal services	Tax Exempt Entity under 501(a)(includes 501 © (3), or IRA	The United States or any of its agencies or instrumentalities	A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or agencies	A foreign government or any of its political subdivisions or an international organization in which the United States participates under a treaty or act of Congress

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me)**and**
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding**and**
3. I am a U.S. person (including a U S resident alien).

Certification Instructions: You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Part 3 - Certification

Name: Larry Bauske

Signature: Larry Bauske

Tax correspondence address: 16903 Red Oak Drive, Suite 130

City: Houston *State:* TX *Zip:* 77090

Phone: (281) 444-6600

Title: President/Owner

Remit To Address: 16903 Red Oak Drive, Suite 130

City: Houston *State:* TX *Zip:* 77090

Date: 07/10/2006

Please mail to: *Texas A&M University, Financial Management Services-Accounts Payable, Tamu Ms 6000, College Station, Texas 77843-6000 (979) 845-8286 fax (979) 458-4190*

Steroid Testing Panels
Presented by
Texas Alcohol & Drug Testing Service, Inc.

5900N SPORTS I (Bundled) $135.00

Urine Tested by GC/MS for the following Analytes:

Anabolic Agents:
Bolasterone Metabolite, Boldenone Metabolite, Clenbuterol, Clostebol Metabolite, Danazol &/or Metabolite, DHCMT (Dehydrochloromethyltestosterone) Metabolite, Dihydrotestosterone, Dromostanolone &/or Metabolite, Ethylestrenol/Norethandrolone Metabolite, Fluoxymesterone Metabolite, Formebolone Metabolite, Furazabol Metabolite, Mesterolone &/or Metabolite, Methandienone (Dianabol, Methandrostenolone) Metabolite, Methandriol &/or Metabolite, Methenolone &/or Metabolite, Methyltestosterone Metabolite, Mibolerone Metabolite, Nandrolone/ Norandrostendione/Norandrostendiol Metabolite, Oxandrolone &/or Metabolite, Oxymesterone, Oxymetholone Metabolite, Stanozolol Metabolite, Testosterone/Androstendione/Androstendiol/DHEA (T/E Ratio > 6), Trenbolone Metabolite

Masking Agents:
Probenecid, Epitestosterone (> 200 ng/mL)

5903N SPORTS II (Bundled) $165.00

is a profile that contains the following:

5900N	SPORTS I
5902N	DIURETICS

Urine Tested by GC/MS for the following Analytes:

Anabolic Agents:
Bolasterone Metabolite, Boldenone Metabolite, Clenbuterol, Clostebol Metabolite, Danazol &/or Metabolite, DHCMT (Dehydrochloromethyltestosterone) Metabolite, Dihydrotestosterone, Dromostanolone &/or Metabolite, Ethylestrenol/Norethandrolone Metabolite, Fluoxymesterone Metabolite, Formebolone Metabolite, Furazabol Metabolite, Mesterolone &/or Metabolite, Methandienone (Dianabol, Methandrostenolone) Metabolite, Methandriol &/or Metabolite, Methenolone &/or Metabolite, Methyltestosterone Metabolite, Mibolerone Metabolite, Nandrolone/ Norandrostendione/Norandrostendiol Metabolite, Oxandrolone &/or Metabolite, Oxymesterone, Oxymetholone Metabolite, Stanozolol Metabolite, Testosterone/Androstendione/Androstendiol/DHEA (T/E Ratio > 6), Trenbolone Metabolite

Masking Agents:
Probenecid, Epitestosterone (> 200 ng/mL)

Diuretics:
Acetazolamide, Bendroflumethiazide, Bumetanide, Canrenone/Spironolactone, Chlorothiazide, Chlorthalidone, Clopamide, Cyclothiazide, Dichlorphenamide, Ethacrynic Acid, Furosemide, Hydrochlorothiazide, Hydroflumethiazide, Methyclothiazide, Metolazone, Polythiazide, Quinethazone, Trichlormethiazide

INVITATION FOR BID — RETURN SEALED BIDS TO:

TEXAS A&M UNIVERSITY
DEPARTMENT OF PURCHASING SERVICES
P.O. BOX 30013
COLLEGE STATION, TX 77842-0013
PHONE 979-845-3425
FAX 979-845-3800

06/26/2006

Page 1

BIDDER MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY BID

AUTHORIZED SIGNATURE

Gerry Griffith

PRINT OR TYPE NAME

Government Contracts MGR, 7/6/2006

TITLE DATE

SHOW OPENING DATE AND BID INVITATION NUMBER ON THE FAX COVERSHEET OR THE LOWER LEFT HAND CORNER OF THE SEALED ENVELOPE. PLEASE SHOW RETURN ADDRESS OF FIRM.

VENDOR AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND ON THE REVERSE SIDE OF THIS BID.

OPENING DATE 07/11/2006 at 2:00PM (CST)

BID NO. B700018

1680423922200
PRE-EMPLOY.COM
PO BOX 491570
REDDING CA 96049

BID TO BE "F.O.B. AGENCY RECEIVING ROOM FREIGHT PREPAID AND ALLOWED" UNLESS OTHERWISE SPECIFIED BELOW

DESTINATION OF GOODS:

TEXAS A&M UNIVERSITY

COLLEGE STATION TX 77843-1228

VENDOR ID NUMBER 68-0423922

SEE INSTRUCTIONS 1.8 ON NEXT PAGE FOR VENDOR ID NUMBER

(✓) Historically Underutilized Business certified by GSC - Please specify (__) BLK (__) HSP (__) W/C (__) A/P (__) AI

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

State law provides you the right to request, receive, review and correct information about yourself collected by this form. Contact: dj-young@tamu.edu or 979-845-4570 Ext. 110.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	TEXAS A&M UNIVERSITY REQUIRES ALL COMPANIES AND INDIVIDUALS (NOT EMPLOYEES OR STUDENTS) TO HAVE A SUBSTITUTE W-9 FORM ON FILE. STEP 1: YOU CAN OBTAIN THE SUBSTITUTE W-9 FORM FROM THE FMS WEBSITE AT: HTTP://FINANCE.TAMU.EDU/FMO/AP/FORMS/SUBSTITUTEW9.PDF THIS FORM IS NEEDED FOR IRS COMPLIANCE. ALL VENDORS ARE ENCOURAGED TO SIGN UP FOR DIRECT DEPOSIT . THE DIRECT DEPOSIT FORM IS LOCATED AT: HTTP://FINANCE.TAMU.EDU/FMO/AP/FORMS/74-176.PDF ********** ***** DO NOT MAIL BIDS TO THIS ADDRESS ****** ********** TEXAS A&M UNIVERSITY IS SEEKING BIDS FOR A BLANKET AGREEMENT FOR DRUG TESTING SERVICES FOR THE ATHLETIC DEPARTMENT PER THE FOLLOWING TERMS, CONDITIONS AND SPECIFICATIONS. FAX BIDS NOT ACCEPTED. ALL DELIVERIES AND PICKUPS SHALL BE DURING NORMAL BUSINESS HOURS MONDAY - FRIDAY 8:00 A.M. - 5:00 P.M. BILLING SHALL BE MONTHLY. PAYMENT SHALL BE NET 30 AFTER INVOICE.				
TMS					

TERMS: N/A **FOB DESTINATION, FREIGHT PREPAID AND ALLOWED** **TOTAL** _____

DELIVERY IN N/A **DAYS**

Check below if preference claimed under Rule 1 TAC 113.8
(__) Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
(__) Agricultural products produced or grown in TX
(__) Agricultural products and services offered by TX bidders
(__) USA produced supplies, materials, or equipment
(__) Other (See 1.13 on next page)

Gerry Griffith

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

Revised 5/10/04

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. BIDDING REQUIREMENTS

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this invitation for bid.

1.3 Bids should be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on reverse side, top center. Bids must be received by the TEXAS A&M DEPARTMENT OF PURCHASING SERVICES on or before the hour and date specified for the bid opening.

1.4 When sending bids via the U.S. Postal Service, use the address on the front of this Invitation for Bid. When using a delivery service or hand delivering, which requires a street address, address is Agronomy Road, College Station, TX 77843.

1.5 Late bids will not be considered under any circumstances.

1.6 Bids should be quoted "F.O.B. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.

1.7 Bid prices are requested to be firm for TEXAS A&M acceptance within 30 days of bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.

1.8 Bids should give Vendor ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand corner. The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the space provided on the front side (upper right) if it is not printed. If this number is not known, complete the following: 1. Enter your Federal Employer identification Number. 2. Sole owner should enter Social Security Number.

1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the TEXAS A&M DEPARTMENT OF PURCHASING SERVICES based on a written acceptable reason.

1.10 Purchases made for TEXAS A&M use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by TEXAS A&M upon request.

1.11 TEXAS A&M reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.

1.12 Consistent and continued its bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.

1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

(__) Products of persons with mental or physical disabilities
(__) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
(__) Energy efficient products
(__) Rubberized asphalt paving material
(__) Recycled motor oil and lubricants
(__) Products produced at facilities located on formerly contaminated property
(__) Products and services from economically depressed or blighted areas

1.14 The telephone number for FAX submission of bids is 979-845-3800. This is the only number that will be used for the receipt of bids. The TEXAS A&M shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS

2.1 Any catalogue, brand name or manufacturer's reference used in the Invitation for Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of the nature and quality will be considered unless otherwise specified. If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the "Invitation for Bid (IFB).

2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FM/NC or NEMA.

2.4 Samples, when requested, must be furnished free of expense to TEXAS A&M. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with Bidder's name and address, and TEXAS A&M bid number. Do not enclose in or attach bid to sample.

2.5 TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFB.

2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS

- In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).

4. DELIVERY

4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.

4.2 If delay is foreseen, supplier shall give written notice to TEXAS A&M. TEXAS A&M has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEXAS A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting supplier.

4.3 No substitutions or cancellation permitted without written approval of the TEXAS A&M DEPARTMENT OF PURCHASING SERVICES.

4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TEXAS A&M.

5. INSPECTION AND TESTS

- All goods will be subject to inspection and test by TEXAS A&M to the extent practicable at all times and places. Authorized TEXAS A&M personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at TEXAS A&M's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

- A response to an IFB is an offer to contract with TEXAS A&M based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

7. PAYMENT

- Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEXAS A&M will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

8. PATENTS OR COPYRIGHTS

- The supplier agrees to protect TEXAS A&M from claims involving infringement of patents or copyrights.

9. SUPPLIER ASSIGNMENTS

- Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

10. BIDDER AFFIRMATION

- Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.

10.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

10.4 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.

10.6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.

10.7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

10.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

10.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

10.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

11. NOTE TO BIDDERS

- Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.

WARNING: Such terms and conditions may result in disqualification of the bid, (e.g. bids with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.

12. PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

13. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to Receive State Grants or Loans, or Receive Bids or Payments on State Contracts

(a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
  (1) receive payments from state funds under a contract to provide property, materials, or services; or
  (2) receive a state-funded grant or loan.

(b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
  (1) all arrearages have been paid; or
  (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

(c) Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.

(d) "Pursuant to Section 231.006, Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

(e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.

(f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

14. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M University, and the Vendor to attempt to resolve any claim for breach of contract made by Vendor:

(a) Vendor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to Dr. Richard L. Floyd, Associate Vice-President for Finance. Said notice shall also be given to all other representatives of Texas A&M University and Vendor otherwise entitled to notice under the parties' contract. Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of the contract by Texas A&M University nor any conduct of any representative of Texas A&M University thereafter shall be considered a waiver of sovereign immunity to suit.
  (1) The submission, processing, and resolution of Vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
  (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Vendor, in whole or in part.
  (3) The designated individual responsible on behalf of Texas A&M University for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Dr. Richard L. Floyd, Associate Vice-President for Finance.

INVITATION FOR BID - RETURN SEALED BIDS TO:

BID OPENING 07/11/2006

TEXAS A&M UNIVERSITY
DEPARTMENT OF PURCHASING SERVICES
P.O. BOX 30013
COLLEGE STATION, TX 77842-0013
PHONE 979-845-3425 FAX 979-845-3800

BID NO: B700018
VENDOR1680423922200
PRE-EMPLOY.COM

Item	Description	Quantity	UOM	Unit Price	Ext Price
	BLANKET AGREEMENT: THE RESULTING AWARD SHALL BE A BLANKET ORDER FOR ITEMS LISTED BELOW FROM DATE OF AWARD THROUGH AUGUST 31, 2007. QUANTITIES ARE ESTIMATED ONLY AND DO NOT GUARANTEE A PURCHASE. DELIVERY TO BE MADE AT TIMES AND IN QUANTITIES REQUESTED BY TEXAS A&M UNIVERSITY. PRICES SHALL REMAIN FIRM THROUGH THE TIME FRAME LISTED ABOVE. ACTUAL USAGE MAY BE MORE OR LESS THAN ESTIMATES. TEXAS A&M UNIVERSITY WILL IN NO WAY BE OBLIGATED FOR ANY QUANTITY THAT FALLS SHORT OF THE ESTIMATED TOTALS. ANY UNUSED QUANTITIES WILL BE CONSIDERED CANCELLED AS OF AUGUST 31,2007. RENEWAL: THE RESULTING AGREEMENT WILL BE IN EFFECT FROM DATE OF AWARD THROUGH AUGUST 31, 2007 WITH THE OPTION TO RENEW UP TO THREE (3) YEARS, ONE (1) YEAR AT A TIME, UPON MUTUAL AGREEMENT OF BOTH PARTIES. ALL PRICES TO BE HELD FIRM FOR ONE (1) YEAR. IN THE EVENT THE AGREEMENT IS RENEWED, PLEASE QUOTE A FIRM PERCENTAGE INCREASE FOR EACH RENEWAL NOT TO EXCEED 5% PER YEAR. ESCALATION WILL BE BASED ON THE PREVIOUS YEARS PRICES. 2ND YEAR 9/1/07 - 8/31/08 0 % 3RD YEAR 9/1/08 - 8/31/09 0 % 4TH YEAR 9/1/09 - 8/31/10 0 % NOTE: ESCALATION PERCENTAGE SHOULD NOT EXCEED 5% IN EACH YEAR. FAILURE BY BIDDER TO INSERT AN ESCALATION CEILING INDICATES AN ESCALATION PERCENT NOT TO EXCEED ZERO (0%). ESCALATION PERCENT WILL BE USED IN THE BID EVALUATION FOR ALL OPTION RENEWALS.				
1	DRUG TESTING SERVICES FOR STUDENT ATHLETES PER THE FOLLOWING SPECIFICATIONS: VENDOR SHALL HAVE THE ABILITY FOR: - OVERNIGHT SHIPPING OR DAILY PICKUP OF SAMPLES TO THE TESTING LAB. - VENDOR SHALL MAKE ARRANGEMENTS TO PICK UP DAILY AND COORDINATE AN ESTIMATED TIME FOR PICK UP WITH DEPARTMENT. TIME SHALL REMAIN CONSISTENT. THESE COST SHALL BE INCLUDED IN PRICE. TEXAS A&M SHALL INFORM VENDOR OF ANY DAYS IN WHICH PICK UP OF SAMPLES WILL NOT BE NEEDED.	1,200	EA	25.15	30,180.00

TMS

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BID NO: B700018
VENDOR1680423922200
PRE-EMPLOY.COM

Item	Description	Quantity	UOM	Unit Price	Ext Price
	- A FOUR DRUG OF ABUSE PANEL SCREENING WITH OPTION TO VARY THE DRUG PANEL TO ACCOMODATE TESTING OF CURRENT TRENDS IN ABUSED DRUGS USE. EXAMPLE OF DRUGS TO BE SCREENED FOR: -AMPHETAMINES -OPIATES -BARBITURATES -MARIJUANA -COCAINE -NCAA'S LIST OF BANNED DRUGS - GAS CHROMOTOGRAPH MASS SPECTROMETRY CONFIRMATION OF POSITIVE SAMPLES - RESULTS TO BE REPORTED WITHIN 24 HOURS OF SHIPPING FOR SCREENING AND 72 HOURS FOR GC MS CONFIRMATION OF POSITIVE TEST. - DEPARTMENT SHALL RECEIVE REPORTS BY FAX OR E-MAIL. - SUPPLY OF ALL NECESSARY COLLECTION FORMS, PACKAGING AND SUPPLIES TO INCLUDE TAMPER EVIDENT SEALS TO PERFORM TESTING COLLECTION. COST OF ITEMS AND COST TO SHIP ITEMS SHALL BE INCLUDED IN PRICE. - TESTING WILL BE APPROXIMATELY 60-75 SAMPLES PER WEEK/2800 ANNUALLY ESTIMATED. - THE CHAIN OF CUSTODY SHALL REMAIN WITH TEXAS A&M. ALL SAMPLES WILL BE LABELED WITH A NUMBER BY TEXAS A&M. VENDOR SHALL REFER TO SAMPLES BY NUMBER. VENDORS SHALL ACCEPT CREDIBILITY OF ANY RESULTS THAT FACE A LEGAL CHALLENGE - ALL POSITIVE SAMPLES SHALL BE RETAINED FROZEN BY VENDOR FOR A MINIMUM OF ONE (1) YEAR SO THAT SAMPLE MAY BE RETESTED AT TEXAS A&M'S REQUEST. SAMPLES SHALL REMAIN THE PROPERTY OF TEXAS A&M UNIVERSITY. - LABORATORY SHALL BE CERTIFIED BY AT LEAST ONE (1) OF THE FOLLOWING; - COLLEGE OF AMERICAN PATHOLOGIST LABORATORY ACCREDITATION PROGRAM OR - UNITED STATES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION THE TABLE BELOW SHOWS THE AVERAGE TEST THRESHOLD AND PERIODS OF DETECTION. TEXAS A&M REQUIRES BETTER THAN AVERAGE THRESHOLDS AND DETECTION. ********** TEST THRESHOLD TABLE ********** DRUG/DRUG CLASS — ROUTINE TESTING SCREEN CUTOFF — ROUTINE TESTING CONFIRMATION CUTOFF ********** AMPHETAMINE/ METHAMPHETAMINE — 1000 ng/mL — 500 ng/mL				
TMS					

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BID OPENING 07/11/2006

BID NO: B700018
VENDOR1680423922200
PRE-EMPLOY.COM

Item	Description	Quantity	UOM	Unit Price	Ext Price
	BARBITURATES 300 ng/mL 200 ng/mL COCAINE/CRACK 300 ng/mL 150 ng/mL MARIJUANA 50 ng/mL 15 ng/mL OPIATES/NARCOTICS 2000 ng/mL 2000 ng/mL PHENCYCLIDINE (PCP) 25 ng/mL 25 ng/mL BENZODIAZEPINES 300 ng/mL 300 ng/mL ********** PERIOD OF DETECTION TABLE ********** DRUG/DRUG CLASS — ROUTINE TESTING PERIOD OF DETECTION ********** AMPHETAMINE/METHAMPHETAMINE — UP TO 3 DAYS BARBITURATE SHORT ACTING — UP TO 3 DAYS BARBITURAGE LONG ACTING — UP TO 10 DAYS BENZODIAZEPINES — UP TO 5 DAYS COCAINE/CRACK — UP TO 3 DAYS AFTER USE MARIJUANA-CASUAL — UP TO 3 DAYS AFTER USE MARIJUANA-CHRONIC — UP TO 10 DAYS AFTER USE PCP — UP TO 3 DAYS				
2	ANABOLIC STEROID TESTING - RESULTS TO BE REPORTED WITHIN 72 HOURS. - DEPARTMENT SHALL RECEIVE REPORT BY FAX OR E-MAIL - VENDOR SHALL ACCEPT CREDIBILITY OF ANY RESULTS THAT FACE A LEGAL CHALLENGE - ALL POSITIVE SAMPLES SHALL BE RETAINED FROZEN BY VENDOR FOR A MINIMUM OF ONE (1) YEAR SO THAT SAMPLE MAY BE RETESTED. SAMPLES SHALL REMAIN THE PROPERTY OF TEXAS A&M UNIVERSITY. - DEPARTMENT SHALL RECEIVE REPORTS BY FAX OR E-MAIL. - SUPPLY OF ALL NECESSARY COLLECTION FORMS, PACKAGING AND SUPPLIES TO INCLUDE TAMPER EVIDENT SEALS TO PERFORM TESTING COLLECTION. COST OF ITEMS AND COST TO SHIP ITEMS SHALL BE INCLUDED IN PRICE. - TESTING WILL BE APPROXIMATELY 60-75 SAMPLES PER WEEK/2800 ANNUALLY ESTIMATED. - THE CHAIN OF CUSTODY SHALL REMAIN WITH TEXAS A&M. ALL SAMPLES WILL BE LABELED WITH A NUMBER BY TEXAS A&M. VENDOR SHALL REFER TO SAMPLES BY NUMBER.	280	EA	199.95	55,986

TMS

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BID NO: B700018
VENDOR1680423922200
PRE-EMPLOY.COM

Item	Description	Quantity	UOM	Unit Price	Ext Price
	- VENDORS SHALL ACCEPT CREDIBILITY OF ANY RESULTS THAT FACE A LEGAL CHALLENGE - ALL POSITIVE SAMPLES SHALL BE RETAINED FROZEN BY VENDOR FOR A MINIMUM OF ONE (1) YEAR SO THAT SAMPLE MAY BE RETESTED AT TEXAS A&M'S REQUEST. SAMPLES SHALL REMAIN THE PROPERTY OF TEXAS A&M UNIVERSITY. LABORATORY SHALL BE CERTIFIED BY AT LEAST ONE (1) OF THE FOLLOWING; - COLLEGE OF AMERICAN PATHOLOGIST - LABORATORY ACCREDITATION PROGRAM OR - UNITED STATES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION VENDORS SHALL INDICATE CERTIFICATION(S) HELD BY LABORATORY. - THE TABLE BELOW SHOWS THE AVERAGE TEST THRESHOLD AND PERIODS OF DETECTION. TEXAS A&M REQUIRES BETTER THAN AVERAGE THRESHOLDS AND DETECTION. VENDOR SHALL PROVIDE LAB'S TEST THRESHOLD AND PERIOD OF DETECTION ABILITIES. ********** TEST THRESHOLD TABLE ********** DRUG/DRUG CLASS — ROUTINE TESTING SCREEN CUTOFF — ROUTINE TESTING CONFIRMATION CUTOFF ********** AMPHETAMINE/METHAMPHETAMINE — 1000 ng/mL — 500 ng/mL BARBITURATES — 300 ng/mL — 200 ng/mL COCAINE/CRACK — 300 ng/mL — 150 ng/mL MARIJUANA — 50 ng/mL — 15 ng/mL OPIATES/NARCOTICS — 2000 ng/mL — 2000 ng/mL PHENCYCLIDINE (PCP) — 25 ng/mL — 25 ng/mL BENZODIAZEPINES — 300 ng/mL — 300 ng/mL ********** PERIOD OF DETECTION TABLE ********** DRUG/DRUG CLASS — ROUTINE TESTING PERIOD OF DETECTION ********** AMPHETAMINE/METHAMPHETAMINE — UP TO 3 DAYS BARBITURATE SHORT ACTING — UP TO 3 DAYS BARBITURAGE LONG ACTING — UP TO 10 DAYS				
TMS					

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BID NO: B700018
VENDOR 1680423922200
PRE-EMPLOY.COM

Item	Description	Quantity	UOM	Unit Price	Ext Price
	BENZODIAZEPINES UP TO 5 DAYS COCAINE/CRACK UP TO 3 DAYS AFTER USE MARIJUANA-CASUAL UP TO 3 DAYS AFTER USE MARIJUANA CHRONIC UP TO 10 DAYS AFTER USE PCP UP TO 3 DAYS ********** VENDOR SHALL PROVIDE LIST OF DRUGS, LAB IS ABLE TO TEST FOR. ********** CANCELLATION: UNACCEPTABLE PERFORMANCE BY VENDOR MAY BE CAUSE FOR CANCELLATION IF DEEMED NECESSARY BY THE PURCHASING SERVICES DEPARTMENT. THIS CONTRACT IS SUBJECT TO CANCELLATION WITHOUT PENALTY, EITHER IN WHOLE OR IN PART, IF FUNDS ARE NOT APPROPRIATED BY THE TEXAS LEGISLATURE, OR OTHERWISE NOT MADE AVAILABLE TO THE USING AGENCY. TEXAS A&M RESERVES THE RIGHT TO CANCELLATION WITH THIRTY (30) DAYS WRITTEN NOTICE. BIDDERS PLEASE NOTE: TEXAS A&M UNIVERSITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES AND TECHNICALITIES, AND TO ACCEPT THE BID THAT IS CONSIDERED TO BE THE BEST VALUE TO TAMU. EVALUATION CRITERIA: THE EVALUATION WILL INCLUDE THE OVERALL RESPONSE TO THE BID AND WILL INCLUDE, BUT IS NOT LIMITED TO: -PRICING -DELIVERY -REFERENCES -PREVIOUS VENDOR EXPERIENCE WITH TEXAS A&M SAMPLES OF SUPPLIES AND FORMS VENDORS YEARS OF EXPERIENCE -ESCALATION ABILITY TO MEET TIME REQUIREMENTS OF TESTING -LABS ABLILITY FOR PERIOD OF DETECTION AND TEST THRESHOLD -ANY OTHER FACTORS TEXAS A&M UNIVERSITY DEEMS RELEVANT TEXAS A&M MUST BE CONFIDENT THAT THE NEEDS OF TEXAS A&M CAN BE MET. TEXAS A&M WILL EVALUATE AND MAKE THE AWARD TO THE BID THAT IS DETERMINED TO BE THE BEST VALUE TO THE STATE BASED ON THE CRITERIA LISTED ABOVE.				

TMS

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BID NO: B700018
VENDOR1680423922200
PRE-EMPLOY.COM

Item	Description	Quantity	UOM	Unit Price	Ext Price
	********** VENDORS SHALL HAVE A MINIMUM OF FIVE (5) YEARS OF EXPERIENCE IN ATHLETIC DRUG TESTING. VENDOR SHALL LIST NUMBER OF YEARS OF EXPERIENCE: 9 YEARS **********				
	REFERENCES:				
	BIDDERS SHALL PROVIDE A LIST OF THREE (3) REFERENCES WHERE SERVICES COMPARABLE IN SIZE AND SCOPE HAVE BEEN PERFORMED WITHIN THE LAST FIVE (5) YEARS. BIDDER BIDDER SHALL LIST COMPANY, NAME AND PHONE NUMBER FOR EACH REFERENCE. TEXAS A&M UNIVERSITY RESERVES THE RIGHT TO CONTACT THESE REFERENCES TO VERIFY BIDDER'S ABILITY TO PERFORM THESE SERVICES. A NEGATIVE REFERENCE MAY BE GROUNDS FOR DISQUALIFICATION OF BID.				
	COMPANY: LOS ANGELES PIERCE CONTACT: CHRISTI HAMELTON PHONE: 818-710-2963				
	COMPANY THE SPORTS AUTHORITY CONTACT: JOHN CRIPE PHONE: 720-475-2384				
	COMPANY: THE MATTRESS FIRM CONTACT: MAURICE EDWARDS PHONE: 214-636-5508				
	SAMPLES:				
	ALL BIDDERS SHALL PROVIDE SAMPLES OF TESTING SUPPLIES AND FORMS WITH BID.				
	***IF VENDOR HAS SUPPLIED DEPARTMENT WITH TESTING SUPPLIES IN THE LAST TWO (2) YEARS SAMPLES ARE NOT REQUIRED.				
	THE SAMPLE SHALL BE PREPARED IN ACCORDANCE WITH THE SPECIFICATIONS HERE IN. TEXAS A&M RESERVES THE RIGHT TO DECIDE IF ITEMS OFFERED ARE EQUIVALENT TO THAT SPECIFIED. TEXAS A&M'S DECISIONS WILL BE FINAL.				
	SAMPLES WILL BE SENT AT VENDORS EXPENSE.				
	UPON COMPLETION OF THE SAMPLE EVALUATION, SAMPLES WILL BE RETURNED AT THE BIDDER'S EXPENSE. BIDDERS WILL BE RESPONSIBLE FOR PROVIDING TEXAS A&M UNIVERSITY THE NECESSARY INFORMATION FOR THE RETURN (EX: PROVIDE UPS CALL TAG OR SHIPPING ACCOUNT NUMBER). SAMPLES SHALL BE DELIVERED TO THE FOLLOWING ADDRESS:				
	TEXAS A&M UNIVERSITY				

INVITATION FOR BID - RETURN SEALED BIDS TO:

BID OPENING 07/11/2006

TEXAS A&M UNIVERSITY
DEPARTMENT OF PURCHASING SERVICES
P.O. BOX 30013
COLLEGE STATION, TX 77842-0013
PHONE 979-845-3425 FAX 979-845-3800

BID NO B700018
VENDOR1680423922200
PRE-EMPLOY.COM

Item	Description	Quantity	UOM	Unit Price	Ext Price
	DEPARTMENT OF STRATEGIC SOURCING 1000 AGRONOMY ROAD COLLEGE STATION, TX 77843 ATTN: TRACY STRACENER BIDDERS NOTE: SAMPLE SUBMITTED WILL BE USED IN THE EVALUATION OF THE BID TO DETERMINE EASE OF USE. FAILURE TO SUBMIT THE REQUIRED SAMPLES MAY RESULT IN DISQUALIFICATION OF BID. Please provide a vendor point-of-contact: Name: GERRY GRIFFITH Phone: 800-300-1821 EX 162 Fax: 888-999-3839 For clarification of the specifications for this invitation to bid, bidders may contact: Tracy Stracener at tstracener@tamu.edu or 979-845-3425 x 167 The individual listed above may be telephoned, emailed or visited for clarification of specifications only. No authority is intended or implied that specifications may be amended or alternates accepted prior to offer opening without written approval. VENDOR'S TELEPHONE NO: 800-300-1821 VENDOR'S FAX NO: 888-999-3839				

Texas A&M University Substitute Form W-9

Part 1 - Tax Status (complete *only one row* of boxes)

Individuals: (Fill out this row)	***Individual Name: (First name, middle initial, last name, Social Security Number) not owning a business***		
	A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.		
Sole Proprietor (single owner llc) (Fill out this row)	***Business Owner's Name: (REQUIRED)***	***Business Owner's Social Security Number***	***Business or Trade Name (OPTIONAL)***
	(First Name)		
	(Last Name)	***or Employer ID Number***	
Partnership (or an LLC with multiple owners) (Fill out this row)	***Name of Partnership:***	***Partnership's Employer Identification Number***	***Partnership's Name on IRS records*** *(see IRS Mailing label)*
	A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.		
Corp. or Tax-Exempt Entity fill out this row	***Name of Corporation or Entity:*** Pre-employ.com, Inc.	***Employer Identification Number*** 68-0423922	

Part - 2 Exemption: If exempt from Form 1099 reporting, check your qualifying exemption reason below:

✓	Corporation Note that there is *no* corporate exemption for medical & health care payments/or payments for legal services	Tax Exempt Entity under 501(a)(includes 501 © (3), or IRA	The United States or any of its agencies or instrumentalities	A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or agencies	A foreign government or any of its political subdivisions or an international organization in which the United States participates under a treaty or act of Congress

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding **and**
3. I am a U.S. person (including a U.S resident alien).

Certification Instructions: You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Part 3 - Certification

Name: Art Ferreira

Signature:

Tax correspondence address: P.O. Box 491570

City: Redding *State:* CA *Zip* 96049

Phone: (800) 300-1821

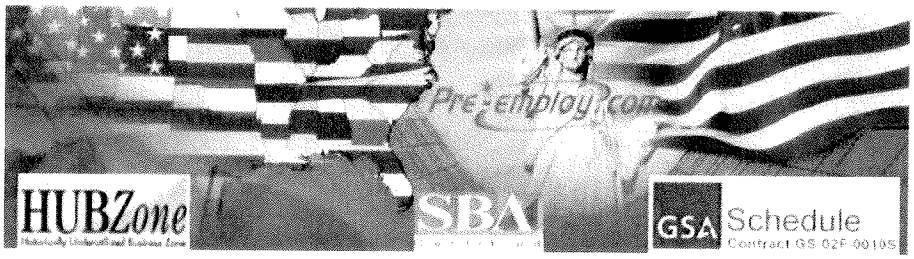
Title: Vice President

Remit To Address: 2301 Balls Ferry Road

City Anderson *State.* CA *Zip* 96007

Date: 7/7/2006

Please mail to: *Texas A&M University, Financial Management Services-Accounts Payable, Tamu Ms 6000, College Station, Texas 77843-6000 (979) 845-8286 fax (979) 458-4190*



Statement of capabilities

Pre-employ.com is a privately owned corporation founded in 1994 by Robert Mather after a 15-year career in corporate loss prevention. Our corporate office is located in Anderson, California. Focusing intensely on customer service, the most accurate information, and rapid turnaround time, the company has grown from a local and regional supplier to one of the largest screening firms in the nation. Pre-employ.com was one of the first companies to offer 24-hour Internet ordering and reporting and today offers a complete portfolio of background check and drug screening services nationwide for some of the largest employers in the U.S. The bulk of Pre-employ.com business is made up of high volume, multi-location companies in the government, retail, healthcare, and staffing industries. We currently service over 3,500 client locations nationwide. These clients request background checks and credit reports on a regular basis per their hiring needs, with many doing several hundred or thousand monthly. We supply rapid turnaround, accurate reports, user-friendly technology, and cost effective service. Pre-employ.com provides faster, easier, and less expensive service than most of our competitors, with a much higher level of customer service and support. We are continuing to invest in technology to improve speed and ease of use even further. Streamlining our operations allows us to be the most competitive in the industry on rates and our user-friendly ordering and reporting system saves you time.

Our information transfer system options give Human Resource professionals the automated process they need to verify the information submitted by applicants, including criminal background, employment history, education verification, credit reports, driving records, drug testing and more. With over 3,500 court researchers throughout the U.S. and around the world performing daily hands-on record searches, we provide the most accurate and up-to-date information with the fastest possible turn-around time (1.6 days average). Our Internet-based system is the easiest to use in the industry, allowing recruiters or the applicants to submit their requests online and allows them to view the status of all requests, whether in progress or completed, 24 hours a day, seven days a week.

Pre-employ.com Inc. was founded on the basis that it is a necessity for today's employers to know whom they are hiring. In today's work environment, more and more employers are turning to services such as Pre-employ.com for assistance in their hiring practices. Pre-employ.com provides superior service to mid to large-size companies nationwide, including fast growing dynamic companies like The Sports Authority, Intercontinental Hotel Group, Labor Ready, Whataburger, and Sears Portrait Studios. We provide unmatched customer service, competitive pricing, rapid turnaround, and online service options. We also understand the need for clients' privacy and security issues and have the ability to handle high-volume and multiple-location service.

Pre-employment screening is the primary function of our corporation and not a "value added" service as with other screening companies. This allows us to provide the most accurate reports to our clients in a timely manner (on average 1.6 business

days). Simply put, our commitment to speed, accuracy, and "above and beyond' customer service is what sets us apart from other companies and is why Pre-employ.com is one of the top players in the background screening industry. We truly understand your needs and concerns with this area of your business and continually focus on providing the best solutions.

Pre-employ.com Code of Ethics

At Pre-employ.com it is our desire to conduct business in an ethical and moral manner toward and among our employees, toward our customers, and as an example within our industry and to our local community in which we live and work.

As a business we recognize that we must remain financially viable. However, we also understand and seek uncompromising professionalism, integrity, honesty, dignity, and respect to our co-workers, customers, business partners, suppliers, our community, and our company. Our mission is dedicated to the following principles:

- *Mission*: To lead and serve our employees and customers with professionalism, integrity, honesty, dignity, and respect.
- *Professionalism* in our relationships with our employees, customers, competitors, and communities that are affected by our business.
- *Integrity* in our words and actions regarding our observance of the laws of our country and any country in which we do business, our financial management of the company, in our relationships with our employees, customers, business partners, and suppliers, and in our products and services.
- *Honesty* in our communications and relationships with our employees, customers, business partners, and suppliers, and in the marketing and advertising of our products and services, while at the same time protecting our confidential information and trade secrets.
- *Dignity* in our treatment and relationship with our employees, customers, business partners, suppliers, competitors, and those within the community in which we conduct business.
- *Respect* for our employees, customers, business partners, and suppliers' opinions and rights as individuals, businesses, and members of the industry and community in which we conduct business.

Quality service and deliverables

Pre-employ.com believes that customer service is the key element that sets us apart from other background screening companies. The implementation of our quality assurance initiative has allowed us to remain focused on our company mission of providing the best products and services in the industry while still maintaining cost effective pricing. Our operations management team heads up our quality control division. We collect analytical data on performance and turnaround time daily and use the results to streamline processes and improve customer service across the board. We frequently recheck searches to insure accurate and timely data. Our Vendor Relations team has the responsibility for the day-to-day follow-up and interaction with field investigators. The executive management team receives weekly updates to provide a consistent, unified approach to handling all requested searches according to company guidelines and county/state regulations.

Our commitment to customer service is un-paralleled in our industry. We provide:

Faster and More Efficient Hiring - Through Pre-employ.com's consistent 1-2 day turnaround time, our clients will be able to make faster hiring decisions and avoid losing qualified applicants to other employers. Employing a large network of over 3,500 court researchers across the U.S. enables us to provide you with superior results.

Rapid Return on Investment - Through Pre-employ.com's services, our clients will be able to spend less time on this function, encounter fewer "headaches", and devote more time to other important areas of business. This increase in efficiency and effectiveness will produce a return on investment for our clients in a brief period of time.

Unique 'Proactive' Customer Service - Pre-employ.com assigns specific Customer Service Reps (CSR's) who look over your background checks daily and immediately alert you regarding any irregularities, wrong numbers, or other potential delays. On searches where there are uncontrollable delays, your customer service representative will notify you immediately, saving you the time and hassle of stopping to call us looking for a background report.

How personnel are trained, certified, and accredited

As a founding member of the National Association of Professional Background Screeners, (NAPBS) Pre-employ.com has instituted a highly structured training program for employees in all divisions of the corporation. All new employees participate in a two-week intensive in-house training program before being involved in actual client cases. They are paired with senior employees once they start their permanent assignment to ensure a high level of accuracy, speed, and understanding. In areas where certification is required, we conduct the appropriate training and testing to ensure that the required certification is completed. Certifications and accreditations include but are not limited to, IT certifications in Microsoft Windows NT technologies, Microsoft.net technologies, Microsoft Exchange technologies, CISCO Systems technologies, Internet security technologies, private investigators licenses, company web site security certifications through THAWTE and Security Metrics and membership in the NAPBS.

How potential problem areas and solutions are identified

Specific customer service representatives (CSRs) will service your account exclusively. The CSRs provide very close day-to-day service and support with your staff and company contacts, as well as provide unique "proactive" service. Daily, the representatives physically look over all of your background check requests in progress in order to quickly spot any potential time delays, transmission errors, unclear requests, etc. In cases where there are court delays or closures, weather problems, records archived off-site from the court, multiple records that have to be ordered, or other unforeseen situations occur, they call or email you up front. This approach to customer service avoids potential slow-downs so that you can continue your hiring decisions effectively and efficiently. In short, we contact you before you know there is a problem. The escalation process is tied in with our overall customer service metrics. We compile and analyze data daily to show performance trends. When identified, the management team evaluates deficiencies for the root causes and implements a proactive resolution. Processes for the ordering, research and delivery of results has been fully optimized through use of the latest available web-based technologies. In cases where specific requirements exist, our ability to customize our process has proven effective in reducing the number of incidents requiring escalation. We can provide a documented escalation process to clients when requested.

Pre-employ.com regularly monitors federal, state, and local laws, regulations, and legislation to ensure consistent compliance. All services performed comply with federal, state, and local

laws. We communicate any changes that will or may affect clients' processes to ensure their compliance as well. We will also make suggestions and address any concerns we see with your process or policy that could be a potential problem or non-compliance situation.

Handling of customer complaints

By focusing intently on our client, Pre-employ.com offers a completely new attitude toward customer service. We tailor our services specifically to meet the needs and requests of our clients. Pre-employ.com is committed to an unparalleled level of customer service consistently make support a top priority. For additional convenience, we offer extended hours of operation.

Per the FCRA, applicants have the right to dispute the information if they feel it is incorrect or incomplete. Should a dispute arise, we can handle such an issue for our clients. We re-verify the information with the appropriate source (credit bureaus, etc.) and report the results again to the client for their review. We provide our contact information to the applicant so that they can get in touch with us directly, eliminating most of the work for our client.

The meeting of urgent requirements

Because of our customer service "team" approach, we are able to react instantly to any urgent requirement. By assigning a dedicated team of professionals to all accounts, we ensure that our clients have immediate access to a qualified member of their customer service team. Our customer service hours of 6:00 a.m. to 6:00 p.m. Pacific Standard Time, provides you with access to our staff anywhere in the U.S. during normal business hours. In addition, we have a live, online chat system where clients can get quick answers to their urgent questions.

Additionally, in an effort to continually improve the quality of our product, we have instituted rigid quality assurance guidelines in all areas of our company. From Vendor Relations to Operations and throughout our national research team we constantly monitor company performance. Through detailed analysis of our performance, we are able to proactively assess performance and react quickly to the needs of our clients. The focus of our quality improvement effort is to constantly refine our customer service standards. We measure the customer service quality through direct customer feedback. Customer surveys are sent to clients several times a year and our management team will frequently make random calls to client to make sure they are satisfied with our service.

Security Statement:

Recent events in the pre-employment screening industry have placed a higher level of focus on the security of applicant data. It has become increasingly important to understand the level of security and the uses of the data sent to screening firms. When your organization submits data to companies like Pre-employ.com, you have an expectation that, not only are all pertinent laws being complied with, but that strict policies are in place to protect your data when the law is not clear. At Pre-employ.com we follow all applicable state and federal laws pertaining to the use of your supplied applicant information as well as instituting stringent policies to ensure that your data will only be used by our organization for the purpose of your internal hiring decisions. We do not compile and resell any provided data for any purpose. In addition, we use technology to enhance the security of the sensitive data you entrust us with to provide the highest level of confidence between your organization and Pre-employ.com. We feel it is our responsibility and duty to provide you with the most secure processes current technology will allow. We will continue to improve our processes and security measures, as new technologies become available so that we can continue to deliver to you with the speed, accuracy, superior service, and security that you deserve. Following are key points relating to our security efforts:

- Routine updates of security settings in accordance to our internal guidelines
- Actual configuration of the workstations, servers, user profiles, and password methodology is documented and evaluated to detect any unauthorized changes.
- Routine testing of security is conducted on a daily basis to prevent unauthorized access to our systems.
- We have implemented a comprehensive internal security policy which includes the following:
- Physical security procedures to prevent unwanted access to hardware/network equipment.
- Proper security education for employees including background checks, locked doors for sensitive equipment and network access points, firewalls, encryption (SSL, ipsec, etc), IDS (intrusion detection system), backup (data redundancy).

Pre-employ.com is also protected from major disasters. We back up all data incrementally, daily with full system backups weekly and store them separately. All DNS and network records are stored and managed offsite allowing for immediate transfer and access to vital information. Secondary servers can be brought online at a moments notice to eliminate unnecessary downtime and ensure client access to reports and information. Immediate contact with clients will be made and secondary access given if the situation should arise. Pre-employ.com's digital and analog data transfer ability allows redundancy for client communication and negligible downtime. Although we have never experienced an extended power outage, generated power is also readily available for operation.

Technology Statement:

Our on-line, web based delivery system is based on a Microsoft.net platform. Pre-employ.com owns and maintains all systems utilized in the ordering and delivery of background screening services with the exception of drug testing collection sites and laboratories. Our order entry system is a secure web based system that provides highly flexible and customizable order entry and reporting capabilities to our clients. Via our secure web system, clients are able to easily request services, obtain results, access management recap and detail reports and communicate with their support team. There are no additional software or hardware requirements needed to utilize the full capabilities of our system. All that is needed is access to a web browser with Internet access.

Our technical staff has the ability to custom integrate with some of the largest applicant tracking and screening applications as well as other data integrations. We have successfully integrated with or are completing integrations with Unicru, Lawson Software, Kenexa, RecruitMax, Hart Software, Accurint, Securrint, TransUnion, Experian, and Equifax and will continue to move forward with a variety of others. We tailor our integration platforms to meet our client's individual needs. Currently we support FTP file transfers, PGP Encryption, XML Web Services and HTTPS Posts as well as provide an intuitive web based submission system for clients without interfacing capabilities. We have even developed custom ordering interfaces for our larger clients giving them a unified label in their own corporate environment. Interfacing is exceptionally fast, with our greatest success coming from an interface with Unicru for a national client that was developed and launched within a three-week window.

Pre-employ.com Inc.

2301 Balls Ferry Road Anderson, CA 96007
PHONE: 800 300 1821 FAX: 888 999 3839

E-mail: GSA@pre-employ.com Web Page: http:// www.pre-employ.com

CONTACT PERSONS:

GERRY GRIFFITH, GOVERNMENT CONTRACTS MANAGER 800-300-1821 x162
ART FERREIRA, VICE PRESIDENT 800-300-1821 x133

PRE-EMPLOY.COM, INC. HAS BEEN AWARDED A GSA/FSS SCHEDULE CONTRACT FOR HUMAN RESOURCES AND EQUAL EMPLOYMENT OPPORTUNITY SERVICES, FSC GROUP 738 X

Contract Number: GS-02F-0010S

Effective October 26th 2005 through October 25th 2010

PRE-EMPLOY.COM, INC. HAS BEEN AWARDED A TEXAS MULTIPLE AWARD SCHEDULE CONTRACT

Contract number: TXMAS-6-738X010

Effective March 9th 2006 through October 25th 2010

PRE-EMPLOY.COM, INC. HAS BEEN AWARDED A CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT

Contract number: CMAS 4-06-03-0194A

Homeland Security Service
Investigative Services

Effective April 13th 2006 through January 31st 2011

CAPABILITIES: Pre-employ.com Inc is **a SBA Certified HUBZone Small Business** specializing in background check services and drug screening services including:

Criminal background checks and drug screening services.

Background check search types include:

County criminal
Federal criminal
OIG/GSA
County civil
Federal civil
Nationwide warrants
Credit report
Social Security trace
Previous employer verification
Personal reference verification
Education/degree verification
Driving history

Professional license verification
Vehicle insurance verification
Sex offender state
National sex offender registry
DOT drug & alcohol questionnaire
Workers compensation verification
National criminal file
International criminal, previous employment and education verification

Drug screening services include:

Off-site collected urine (5, 7, 10 panel)*
Instant urine cups (5, 9 panel)
Instant oral fluid testing
Off-site oral fluid testing
Instant breath alcohol analyzers
On-site hair testing
Off-site hair testing
Medical Review Officer (MRO)
Paper or paperless chain of custody (COC) forms process available. With paperless negative results available in less than thirty (30) minutes.

NAICS CODES

561611 - Investigative Services
561450 - Credit bureaus
541990 - All other professional, scientific, and technical services
621511 - Medical Laboratories

GSA SCHEDULE HOLDER: GS-02F-0010S

CCR AND DYNAMIC SMALL BUSINESS SEARCH (PRO-NET REGISTERED)

ORCA REGISTERED

CAGE CODE: 36MC4

DUNS #: 040133287

ACCEPT GOVERNMENT PURCHASE CARD

FEDERAL CERTIFICATIONS: SBA CERTIFIED Small Business CONTRACTOR
SBA CERTIFIED HUBZone CONTRACTOR

PROFESSIONAL ASSOCIATION AFFILIATION:

National Association of Professional Background Screeners (NAPBS)- Founding Member
American Staffing Association (ASA)
National Retail Federation (NRF)
Society for Human Resource Management (SHRM)
American Society for Healthcare Human Resource Management (ASHHRA)
California Hospitals Association (CHA)
Professionals in Human Resource Management Association of California (PIHRA)
Healthcare Human Resources Management Association of California (HHRMAC)
Northern California Human Resources Association (NCHRA)

LICENSED PRIVATE INVESTIGATOR:

California
Nevada
Idaho
Oregon-pending
New Jersey-pending
Texas-pending
Florida-pending

INSURANCE LEVEL: $2,000,000 Omissions & errors liability

PERFORMANCE HISTORY - References furnished upon request

FEDERAL:

Department of Energy - Lawrence Livermore National Laboratory
Livermore, CA

Department of Energy - Lawrence Berkeley National Laboratory
Berkeley, CA

Wackenhut Services, Inc.
Albuquerque, NM

Uranium Disposition Services (UDS)
Lexington, KY

NON-FEDERAL / COMMERCIAL:

The Sports Authority
Englewood, CO

Whataburger
Corpus Christy, TX

City of Gainesville
Gainesville, FL

City of Stamford
Stamford, CT

06/27/2006

TEXAS A&M UNIVERSITY
Invitation to Bid

Bid Nbr:B700018

AUTHORIZED SIGNATURE

Dr. Harvey MacFenestein
Print or Type Name

TITLE: President

SEE INSTRUCTIONS 1.8 ON LAST PAGE FOR VENDOR ID NUMBER

VENDOR ID# 17429680907001

COMPANY NAME Analytical Toxicology Corp

ADDRESS 4815 Fredericksburg Road

CITY San Antonio STATE TX Zip 78229

PHONE 210-682-7316 FAX 210-682-0513

TEXAS A&M UNIVERSITY
DEPARTMENT OF PURCHASING SERVICES
P.O. BOX 30013
COLLEGE STATION, TX 77842-0013
PHONE 979-845-3425
FAX 979-845-3800

SHOW BID OPENING DATE AND BID NUMBER ON THE FAX COVERSHEET OR IN THE LOWER LEFT HAND CORNER OF THE SEALED ENVELOPE AND SHOW RETURN ADDRESS OF FIRM.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND ON THE LAST PAGE OF THIS BID.

BID MUST BE SIGNED. FAILURE TO SIGN WILL DISQUALIFY BID.

BIDS TO BE F.O.B. AGENCY RECEIVING ROOM, FREIGHT PREPAID & ALLOWED, UNLESS OTHERWISE SPECIFIED.

Bid Open Date: 07/11/2006 at: 02:00 PM

NOTE: See last page for additional conditions.

TERMS: _____ FOB: DESTINATION, FREIGHT PREPAID AND ALLOWED TOTAL: _____

Check below if preference claimed under Rule 1 TAC 113.8
(__) Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
(__) Agricultural products produced or grown in TX
(__) Agricultural products and services offered by TX bidders
(__) USA produced supplies, materials, or equipment
(x)Historically Underutilized Business certified by GSC -
Please specify (__) BLK (__) HSP (_X) W/O (__) A/P (__) AI
(__) Other (See 1.13 on last page)
By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

State law provides you the right to request, receive, review and correct information about yourself collected by this form. Contact: dj-young@tamu.edu or 979-845-4570 Ext. 110.

Delivery in N/A days

Tracy Stracener

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

TEXAS A&M UNIVERSITY REQUIRES ALL COMPANIES AND INDIVIDUALS (NOT EMPLOYEES OR STUDENTS) TO HAVE A SUBSTITUTE W-9 FORM ON FILE.

STEP 1: YOU CAN OBTAIN THE SUBSTITUTE W-9 FORM FROM THE FMS WEBSITE AT:

HTTP://FINANCE.TAMU.EDU/FMO/AP/FORMS/SUBSTITUTEW9.PDF

THIS FORM IS NEEDED FOR IRS COMPLIANCE.

ALL VENDORS ARE ENCOURAGED TO SIGN UP FOR DIRECT DEPOSIT . THE DIRECT DEPOSIT FORM IS LOCATED AT:
HTTP://FINANCE.TAMU.EDU/FMO/AP/FORMS/74-176.PDF

****
***** DO NOT MAIL BIDS TO THIS ADDRESS ******
****

TEXAS A&M UNIVERSITY IS SEEKING BIDS FOR A BLANKET AGREEMENT FOR DRUG TESTING SERVICES FOR THE ATHLETIC DEPARTMENT PER THE FOLLOWING TERMS, CONDITIONS AND SPECIFICATIONS.

FAX BIDS NOT ACCEPTED.

ALL DELIVERIES AND PICKUPS SHALL BE DURING NORMAL BUSINESS HOURS MONDAY - FRIDAY 8:00 A.M. - 5:00 P.M.

BILLING SHALL BE MONTHLY. PAYMENT SHALL BE NET 30 AFTER INVOICE.

BLANKET AGREEMENT:

THE RESULTING AWARD SHALL BE A BLANKET ORDER FOR ITEMS LISTED BELOW FROM DATE OF AWARD THROUGH AUGUST 31, 2007. QUANTITIES ARE ESTIMATED ONLY AND DO NOT GUARANTEE A PURCHASE. DELIVERY TO BE MADE AT TIMES AND IN QUANTITIES REQUESTED BY TEXAS A&M UNIVERSITY. PRICES SHALL REMAIN FIRM THROUGH THE TIME FRAME LISTED ABOVE.

ACTUAL USAGE MAY BE MORE OR LESS THAN ESTIMATES. TEXAS A&M UNIVERSITY WILL IN NO WAY BE OBLIGATED FOR ANY QUANTITY THAT FALLS SHORT OF THE ESTIMATED TOTALS. ANY UNUSED QUANTITIES WILL BE CONSIDERED CANCELLED AS OF AUGUST 31,2007.

RENEWAL:

THE RESULTING AGREEMENT WILL BE IN EFFECT FROM DATE OF AWARD THROUGH AUGUST 31, 2007 WITH THE OPTION TO RENEW UP TO THREE (3) YEARS, ONE (1) YEAR AT A TIME, UPON MUTUAL AGREEMENT OF BOTH PARTIES. ALL PRICES TO BE

HELD FIRM FOR ONE (1) YEAR. IN THE EVENT THE AGREEMENT IS RENEWED, PLEASE QUOTE A FIRM PERCENTAGE INCREASE FOR EACH RENEWAL NOT TO EXCEED 5% PER YEAR. ESCALATION WILL BE BASED ON THE PREVIOUS YEARS PRICES.

2ND YEAR 9/1/07 - 8/31/08
-------% 3%
3RD YEAR 9/1/08 - 8/31/09
-------% 3%
4TH YEAR 9/1/09 - 8/31/10
-------% 3%

NOTE: ESCALATION PERCENTAGE SHOULD NOT EXCEED 5% IN EACH YEAR.

FAILURE BY BIDDER TO INSERT AN ESCALATION CEILING INDICATES AN ESCALATION PERCENT NOT TO EXCEED ZERO (0%). ESCALATION PERCENT WILL BE USED IN THE BID EVALUATION FOR ALL OPTION RENEWALS.

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
1	DRUG TESTING SERVICES FOR STUDENT ATHLETES PER THE FOLLOWING SPECIFICATIONS:	1200.00	EA	$22.50	$27,000.00

VENDOR SHALL HAVE THE ABILITY FOR:

- OVERNIGHT SHIPPING OR DAILY PICKUP OF SAMPLES TO THE TESTING LAB.
- VENDOR SHALL MAKE ARRANGEMENTS TO PICK UP DAILY AND COORDINATE AN ESTIMATED TIME FOR PICK UP WITH DEPARTMENT. TIME SHALL REMAIN CONSISTENT. THESE COST SHALL BE INCLUDED IN PRICE. TEXAS A&M SHALL INFORM VENDOR OF ANY DAYS IN WHICH PICK UP OF SAMPLES WILL NOT BE NEEDED.
- A FOUR DRUG OF ABUSE PANEL SCREENING WITH OPTION TO VARY THE DRUG PANEL TO ACCOMODATE TESTING OF CURRENT TRENDS IN ABUSED DRUGS USE.
  EXAMPLE OF DRUGS TO BE SCREENED FOR:
  -AMPHETAMINES
  -OPIATES
  -BARBITURATES **(Adulterant testing included in all panels at NO charge)**
  -MARIJUANA
  -COCAINE

TEXAS A&M UNIVERSITY
Invitation to Bid
Bid Nbr: B700018

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
	-NCAA'S LIST OF BANNED DRUGS			$28.00	

- GAS CHROMOTOGRAPH MASS SPECTROMETRY CONFIRMATION OF POSITIVE SAMPLES
- RESULTS TO BE REPORTED WITHIN 24 HOURS OF SHIPPING FOR SCREENING AND 72 HOURS FOR GC MS CONFIRMATION OF POSITIVE TEST.

- DEPARTMENT SHALL RECEIVE REPORTS BY FAX OR E-MAIL.
- SUPPLY OF ALL NECESSARY COLLECTION FORMS, PACKAGING AND SUPPLIES TO INCLUDE TAMPER EVIDENT SEALS TO PERFORM TESTING COLLECTION. COST OF ITEMS AND COST TO SHIP ITEMS SHALL BE INCLUDED IN PRICE.
- TESTING WILL BE APPROXIMATELY 60-75 SAMPLES PER WEEK/2800 ANNUALLY ESTIMATED.
- THE CHAIN OF CUSTODY SHALL REMAIN WITH TEXAS A&M. ALL SAMPLES WILL BE LABELED WITH A NUMBER BY TEXAS A&M. VENDOR SHALL

  REFER TO SAMPLES BY NUMBER.
- VENDORS SHALL ACCEPT CREDIBILITY OF ANY RESULTS THAT FACE A LEGAL CHALLENGE
- ALL POSITIVE SAMPLES SHALL BE RETAINED FROZEN BY VENDOR FOR A MINIMUM OF ONE (1) YEAR SO THAT SAMPLE MAY BE RETESTED AT TEXAS A&M'S REQUEST. SAMPLES SHALL REMAIN THE PROPERTY OF TEXAS A&M UNIVERSITY.
- LABORATORY SHALL BE CERTIFIED BY AT LEAST ONE (1) OF THE FOLLOWING;

  - COLLEGE OF AMERICAN PATHOLOGIST
  - LABORATORY ACCREDITATION PROGRAM

OR

  - UNITED STATES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION

- THE TABLE BELOW SHOWS THE AVERAGE TEST THRESHOLD AND PERIODS OF DETECTION. TEXAS A&M REQUIRES BETTER THAN AVERAGE THRESHOLDS AND DETECTION.

****
TEST THRESHOLD TABLE
****

DRUG/DRUG CLASS	ROUTINE TESTING SCREEN CUTOFF	ROUTINE TESTING CONFIRMATION CUTOFF

TEXAS A&M UNIVERSITY
Invitation to Bid
Bid Nbr: B700018

ITEM	DESCRIPTION		Quantity	UOM	Unit Price	Ext Price
	**********					
	AMPHETAMINE/ METHAMPHETAMINE	1000 ng/mL	500 ng/mL		$10.00	
	BARBITURATES	300 ng/mL	200 ng/mL		$10.00	
	COCAINE/CRACK	300 ng/mL	150 ng/mL		$10.00	
	MARIJUANA	50 ng/mL	15 ng/mL		$10.00	
	OPIATES/NARCOTICS	2000 ng/mL	2000 ng/mL		$10.00	
	PHENCYCLIDINE (PCP)	25 ng/mL	25 ng/mL		$10.00	
	BENZODIAZEPINES	300 ng/mL	300 ng/mL		$10.00	

****
PERIOD OF DETECTION TABLE
****

DRUG/DRUG CLASS	ROUTINE TESTING PERIOD OF DETECTION
AMPHETAMINE/ METHAMPHETAMINE	UP TO 3 DAYS
BARBITURATE SHORT ACTING	UP TO 3 DAYS
BARBITURAGE LONG ACTING	UP TO 10 DAYS
BENZODIAZEPINES	UP TO 5 DAYS
COCAINE/CRACK	UP TO 3 DAYS AFTER USE
MARIJUANA-CASUAL	UP TO 3 DAYS AFTER USE
MARIJUANA-CHRONIC	UP TO 10 DAYS AFTER USE
PCP	UP TO 3 DAYS

2	ANABOLIC STEROID TESTING		280.00	EA

- RESULTS TO BE REPORTED WITHIN 72 HOURS.
- DEPARTMENT SHALL RECEIVE REPORT BY FAX OR E-MAIL
- VENDOR SHALL ACCEPT CREDIBILITY OF ANY RESULTS THAT FACE A LEGAL CHALLENGE
- ALL POSITIVE SAMPLES SHALL BE RETAINED

TEXAS A&M UNIVERSITY
Invitation to Bid
Bid Nbr: B700018

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
	FROZEN BY VENDOR FOR A MINIMUM OF ONE (1) YEAR SO THAT SAMPLE MAY BE RETESTED. SAMPLES SHALL REMAIN THE PROPERTY OF TEXAS A&M UNIVERSITY.			N/A	

- DEPARTMENT SHALL RECEIVE REPORTS BY FAX OR E-MAIL.
- SUPPLY OF ALL NECESSARY COLLECTION FORMS, PACKAGING AND SUPPLIES TO INCLUDE TAMPER EVIDENT SEALS TO PERFORM TESTING COLLECTION. COST OF ITEMS AND COST TO SHIP ITEMS SHALL BE INCLUDED IN PRICE.
- TESTING WILL BE APPROXIMATELY 60-75 SAMPLES PER WEEK/2800 ANNUALLY ESTIMATED.
- THE CHAIN OF CUSTODY SHALL REMAIN WITH TEXAS A&M. ALL SAMPLES WILL BE LABELED WITH A NUMBER BY TEXAS A&M. VENDOR SHALL REFER TO SAMPLES BY NUMBER.
- VENDORS SHALL ACCEPT CREDIBILITY OF ANY

  RESULTS THAT FACE A LEGAL CHALLENGE
- ALL POSITIVE SAMPLES SHALL BE RETAINED FROZEN BY VENDOR FOR A MINIMUM OF ONE (1) YEAR SO THAT SAMPLE MAY BE RETESTED AT TEXAS A&M'S REQUEST. SAMPLES SHALL REMAIN THE PROPERTY OF TEXAS A&M UNIVERSITY.
- LABORATORY SHALL BE CERTIFIED BY AT LEAST ONE (1) OF THE FOLLOWING;

  - COLLEGE OF AMERICAN PATHOLOGIST
  - LABORATORY ACCREDITATION PROGRAM

OR

  - UNITED STATES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION

VENDORS SHALL INDICATE CERTIFICATION(S) HELD BY LABORATORY.

- THE TABLE BELOW SHOWS THE AVERAGE TEST THRESHOLD AND PERIODS OF DETECTION. TEXAS A&M REQUIRES BETTER THAN AVERAGE THRESHOLDS AND DETECTION. VENDOR SHALL PROVIDE LAB'S TEST THRESHOLD AND PERIOD OF DETECTION ABILITIES.

TEXAS A&M UNIVERSITY
Invitation to Bid
Bid Nbr: B700018

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price

****
TEST THRESHOLD TABLE
****

DRUG/DRUG CLASS	ROUTINE TESTING SCREEN CUTOFF	ROUTINE TESTING CONFIRMATION CUTOFF
AMPHETAMINE/ METHAMPHETAMINE	1000 ng/mL	500 ng/mL
BARBITURATES	300 ng/mL	200 ng/mL
COCAINE/CRACK	300 ng/mL	150 ng/mL
MARIJUANA	50 ng/mL	15 ng/mL
OPIATES/NARCOTICS	2000 ng/mL	2000 ng/mL
PHENCYCLIDINE (PCP)	25 ng/mL	25 ng/mL
BENZODIAZEPINES	300 ng/mL	300 ng/mL

****

PERIOD OF DETECTION TABLE
****

DRUG/DRUG CLASS	ROUTINE TESTING PERIOD OF DETECTION
AMPHETAMINE/ METHAMPHETAMINE	UP TO 3 DAYS
BARBITURATE SHORT ACTING	UP TO 3 DAYS
BARBITURAGE LONG ACTING	UP TO 10 DAYS
BENZODIAZEPINES	UP TO 5 DAYS
COCAINE/CRACK	UP TO 3 DAYS AFTER USE
MARIJUANA-CASUAL	UP TO 3 DAYS AFTER USE
MARIJUANA-CHRONIC	UP TO 10 DAYS AFTER USE
PCP	UP TO 3 DAYS

TEXAS A&M UNIVERSITY
Invitation to Bid
Bid Nbr: B700018

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price

****
VENDOR SHALL PROVIDE LIST OF DRUGS, LAB IS
ABLE TO TEST FOR. (***Please see Analytical Toxicology Corp attached list***)
****

CANCELLATION:
UNACCEPTABLE PERFORMANCE BY VENDOR MAY BE
CAUSE FOR CANCELLATION IF DEEMED NECESSARY
BY THE PURCHASING SERVICES DEPARTMENT.

THIS CONTRACT IS SUBJECT TO CANCELLATION
WITHOUT PENALTY, EITHER IN WHOLE OR IN PART,
IF FUNDS ARE NOT APPROPRIATED BY THE TEXAS
LEGISLATURE, OR OTHERWISE NOT MADE AVAILABLE
TO THE USING AGENCY.

TEXAS A&M RESERVES THE RIGHT TO CANCELLATION
WITH THIRTY (30) DAYS WRITTEN NOTICE.

BIDDERS PLEASE NOTE: TEXAS A&M UNIVERSITY
RESERVES THE RIGHT TO ACCEPT OR REJECT ANY
OR ALL BIDS, TO WAIVE INFORMALITIES AND
TECHNICALITIES, AND TO ACCEPT THE BID THAT IS
CONSIDERED TO BE THE BEST VALUE TO TAMU.

EVALUATION CRITERIA:

THE EVALUATION WILL INCLUDE THE OVERALL
RESPONSE TO THE BID AND WILL INCLUDE, BUT IS
NOT LIMITED TO:

-PRICING
-DELIVERY
-REFERENCES
-PREVIOUS VENDOR EXPERIENCE WITH TEXAS A&M
-SAMPLES OF SUPPLIES AND FORMS
-VENDORS YEARS OF EXPERIENCE
-ESCALATION
-ABILITY TO MEET TIME REQUIREMENTS OF TESTING
-LABS ABLILITY FOR PERIOD OF DETECTION AND
TEST THRESHOLD
-ANY OTHER FACTORS TEXAS A&M UNIVERSITY
DEEMS RELEVANT

TEXAS A&M MUST BE CONFIDENT THAT THE NEEDS
OF TEXAS A&M CAN BE MET.
TEXAS A&M WILL EVALUATE AND MAKE THE AWARD
TO THE BID THAT IS DETERMINED TO BE THE

TEXAS A&M UNIVERSITY
Invitation to Bid
Bid Nbr: B700018

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price

BEST VALUE TO THE STATE BASED ON THE
CRITERIA LISTED ABOVE.

****
VENDORS SHALL HAVE A MINIMUM OF FIVE (5)
YEARS OF EXPERIENCE IN ATHLETIC DRUG TESTING.
VENDOR SHALL LIST NUMBER OF YEARS OF
EXPERIENCE:

30+ YEARS

****

REFERENCES:

BIDDERS SHALL PROVIDE A LIST OF THREE (3)
REFERENCES WHERE SERVICES COMPARABLE IN
SIZE AND SCOPE HAVE BEEN PERFORMED
WITHIN THE LAST FIVE (5) YEARS. BIDDER
BIDDER SHALL LIST COMPANY, NAME AND
PHONE NUMBER FOR EACH REFERENCE.
TEXAS A&M UNIVERSITY RESERVES THE RIGHT
TO CONTACT THESE REFERENCES TO VERIFY
BIDDER'S ABILITY TO PERFORM THESE SERVICES.
A NEGATIVE REFERENCE MAY BE GROUNDS FOR

DISQUALIFICATION OF BID.

COMPANY: **Child Protective Services**
CONTACT: **Ms. Victoria Navarrette**
PHONE: **210-337-3132**

COMPANY **Family Drug Court**
CONTACT: **Judge John Specia**
PHONE: **210-335-2959**

COMPANY: **Juvenile Probation Court**
CONTACT: **Ms. Randa Bruce**
PHONE: **210-531-1141**

SAMPLES:

ALL BIDDERS SHALL PROVIDE SAMPLES OF TESTING
SUPPLIES AND FORMS WITH BID.

***IF VENDOR HAS SUPPLIED DEPARTMENT WITH
TESTING SUPPLIES IN THE LAST TWO (2) YEARS
SAMPLES ARE NOT REQUIRED.

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price

THE SAMPLE SHALL BE PREPARED IN ACCORDANCE WITH THE SPECIFICATIONS HERE-IN. TEXAS A&M RESERVES THE RIGHT TO DECIDE IF ITEMS OFFERED ARE EQUIVALENT TO THAT SPECIFIED. TEXAS A&M'S DECISIONS WILL BE FINAL.

SAMPLES WILL BE SENT AT VENDORS EXPENSE.

UPON COMPLETION OF THE SAMPLE EVALUATION, SAMPLES WILL BE RETURNED AT THE BIDDER'S EXPENSE. BIDDERS WILL BE RESPONSIBLE FOR PROVIDING TEXAS A&M UNIVERSITY THE NECESSARY INFORMATION FOR THE RETURN (EX: PROVIDE UPS CALL TAG OR SHIPPING ACCOUNT NUMBER). SAMPLES SHALL BE DELIVERED TO THE FOLLOWING ADDRESS:

TEXAS A&M UNIVERSITY
DEPARTMENT OF STRATEGIC SOURCING
1000 AGRONOMY ROAD
COLLEGE STATION, TX 77843
ATTN: TRACY STRACENER

BIDDERS NOTE: SAMPLE SUBMITTED WILL BE USED IN THE EVALUATION OF THE BID TO DETERMINE

EASE OF USE.

FAILURE TO SUBMIT THE REQUIRED SAMPLES MAY RESULT IN DISQUALIFICATION OF BID.

Please provide a vendor point-of-contact:

Name: **Dr. Harvey MacFenerstein**

Phone: **210-682-7316 ext 2**

Fax: **210-682-0513**

For clarification of the specifications for this invitation to bid, bidders may contact:

Tracy Stracener at tstracener@tamu.edu or 979-845-3425 x 167

TEXAS A&M UNIVERSITY
Invitation to Bid
Bid Nbr: B700018

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price

The individual listed above may be telephoned, emailed or visited for clarification of specifications only. No authority is intended or implied that specifications may be amended or alternates accepted prior to offer opening without written approval.

VENDOR'S TELEPHONE NO: **210-682-7316, ext 2**

VENDOR'S FAX NO: **210-682-0513**

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. BIDDING REQUIREMENTS

1 1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form

1 2 Pricing must be quoted on a "per unit" basis, extended as indicated Any trade discounts included must be itemized and deducted from extended prices Unit Prices shall govern in the event of extension errors Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid

1 3 Bids should be submitted on this form Each bid that is mailed should be placed in a separate envelope completely and properly identified Instructions on reverse side, top center Bids must be received by the TEXAS A&M DEPARTMENT OF STRATEGIC SOURCING on or before the hour and date specified for the bid opening

1 4 When sending bids via the U S Postal Service, use the address on the front of this Invitation for Bid When using a delivery service or hand delivering, which requires a street address, address is Agronomy Road, College Station, TX 77843

1 5 Late bids will not be considered under any circumstances

1 6 Bids should be quoted "F O B destination, freight prepaid and allowed", If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price

1 7 Bid prices are requested to be firm for TEXAS A&M acceptance within 30 days of bid opening date "Discount from list" bids are not acceptable unless requested Cash discount will not be considered in determining the low bid All cash discounts will be taken if earned

1 8 Bids should give Vendor ID Number, full name and address of bidder (enter in the block provided if not shown) Failure to sign bid will disqualify it Person signing bid should show title or authority to bind his or her firm in a contract Firm name should appear on each page of a bid in the block provided in the upper right hand corner The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas Enter this number in the spaces provided on the front side (upper right) if it is not printed, if this number is not known, complete the following 1 Enter your Federal Employer Identification Number 2 Sole owner should also enter Social Security Number

1 9 Bid cannot be altered or amended after opening time Any alterations made before opening time should be initialed by bidder or authorized agent of bidder No bid can be withdrawn after opening time without approval by the TEXAS A&M DEPARTMENT OF STRATEGIC SOURCING based on a written acceptable reason

1 10 Purchases made for TEXAS A&M use are exempt from the State Sales tax and Federal Excise tax Do not include tax in bid Excise tax Exemption Certificate will be furnished by TEXAS A&M upon request

1 11 TEXAS A&M reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State

1 12 Consistent and continued tie bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations

1 13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)
- (__) Products of persons with mental or physical disabilities
- (__) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- (__) Energy efficient products
- (__) Rubberized asphalt paving material
- (__) Recycled motor oil and lubricants
- (__) Products produced at facilities located on formerly contaminated property
- (__) Products and services from economically depressed or blighted areas

1 14 The telephone number for FAX submission of bids is 979-845-3800 This is the only number that will be used for the receipt of bids The TEXAS A&M shall not be responsible for failure of electronic equipment or operator error Late, illegible, incomplete, or otherwise non-responsive bids will not be considered

1 15 Inquiries pertaining to IFBs must include the IFB number and opening date

2. SPECIFICATIONS

2 1 Any catalogue, brand name or manufacturer's reference used in the Invitation for Bid is descriptive only (not restrictive), and is used to indicate type and quality desired Bids on brands of like nature and quality will be considered unless otherwise specified If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc , as specified in the Invitation for Bid (IFB)

2 2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB Oral agreements to the contrary will not be recognized

2 3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA

2 4 Samples, when requested, must be furnished free of expense to TEXAS A&M If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense Each sample should be marked with bidder's name and address, and TEXAS A&M bid number Do not enclose in or attach bid to sample

2 5 TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFB

2 6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB

3. TIE BIDS

- In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113 6 (b) (3) and 113 8 (Preferences)

4. DELIVERY

4 1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions Failure to state delivery time obligates supplier to complete delivery in 14 calendar days Unrealistically short or long delivery promises may cause bid to be disregarded

4 2 If delay is foreseen supplier shall give written notice to TEXAS A&M TEXAS A&M has the right to extend delivery date if reasons appear valid Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEXAS A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting supplier

4 3 No substitutions or cancellation permitted without written approval of the TEXAS A&M DEPARTMENT OF STRATEGIC SOURCING

4 4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TEXAS A&M

5. INSPECTION AND TESTS

- All goods will be subject to inspection and test by TEXAS A&M to the extent practicable at all times and places Authorized TEXAS A&M personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier Goods which have been delivered and rejected in whole or in part may, at TEXAS A&M's option, be returned to the supplier or held for disposition at supplier's risk and expense Latent defects may result in revocation of acceptance

6. AWARD OF CONTRACT

- A response to an IFB is an offer to contract with TEXAS A&M based upon the terms, conditions and specifications contained in the IFB Bids do not become contracts until they are accepted and an authorized purchase order is issued The contract shall be governed, construed and interpreted under the laws of the State of Texas

7. PAYMENT

- Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number TEXAS A&M will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice

8. PATENTS OR COPYRIGHTS

- The supplier agrees to protect TEXAS A&M from claims involving infringement of patents or copyrights

9. SUPPLIER ASSIGNMENTS

- Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U S C A Section 1, et seq (1973), and which arise under the antitrust laws of the State of Texas TEX Bus & Comm Code Ann Sec 15 01, et seq (1967)

10. BIDDER AFFIRMATION

- Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists By signature hereon affixed, the bidder hereby certifies that

10 1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid

10 2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas

10 3 Pursuant to Section 2155 004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate

10 4 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15 01, et seq , Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business

10 5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB

10 6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor or supplier of supplier in the execution or performance of this purchase order

10 7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas

10 8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency If section 669 003 applies, bidder will complete the following information in order for the bid to be evaluated

Name of Former Executive: _____

Name of State Agency _____

Date of Separation from State Agency _____

Position with Bidder _____

Date of Employment with Bidder _____

10 9 Bidder agrees to comply with Government Code 2155 4441, pertaining to service contract use of products produced in the State of Texas

10 10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards

11. NOTE TO BIDDERS

- Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form

WARNING: Such terms and conditions may result in disqualification of the bid, (e.g. bids with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.

12. PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

13. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to Receive State Grants or Loans, or Receive Bids or Payments on State Contracts

(a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to
- (1) receive payments from state funds under a contract to provide property, materials, or services; or
- (2) receive a state-funded grant or loan.

(b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until
- (1) all arrearages have been paid, or
- (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency

(c) Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the bid Bidders that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement If not pre-registered, attach name & social security number for each person Otherwise this information must be provided prior to contract award.

(d) "Pursuant to Section 231 006, Family Code, re child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

(e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.

(f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract

Added by Acts 1995, 74th Leg , ch 20, Sec 1, eff April 20, 1995 Amended by Acts 1995, 74th Leg , ch 751, Sec 82, eff Sept 1, 1995

14. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M University, and the Vendor to attempt to resolve any claim for breach of contract made by Vendor

(a) Vendor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code To initiate the process, Vendor shall submit written notice, as required by subchapter B to Robert T. Bisor III, Associate Vice-President and Chief of Staff Said notice shall also be given to all other representatives of Texas A&M University and Vendor otherwise entitled to notice under the parties' contract Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph

Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code Neither the execution of this contract by Texas A&M University nor any conduct of any representative of Texas A&M University thereafter shall be considered a waiver of sovereign immunity to suit.

- (1) The submission, processing, and resolution of Vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended
- (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Vendor, in whole or in part
- (3) The designated individual responsible on behalf of Texas A&M University for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260 052 of the Texas Government Code shall be Robert T Bisor III Associate Vice-President and Chief of Staff

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name
ANALYTICAL TOXICOLOGY CORP.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
4815 FREDERICKSBURG RD

Requester's name and address (optional)

City, state, and ZIP code
SAN ANTONIO, TEXAS 78229

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
7 4 2 9 6 8 0 9 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Analytical Toxicology CORP.
4815 Fredericksburg Road
San Antonio, TX 78229
Tel 210-682-7316. Fax 210-682-0513

Analytical Tests the following Drugs:

Amphetamines
Opiates
Cocaine
Marijuana
Phencyclidine (PCP)
Barbiturates
Benzodiazepine
Methadone
Ecstasy
Propoxyphene
Heroine
LSD
Nicotine
Club Drugs
Toluene
Anabolic Steroids