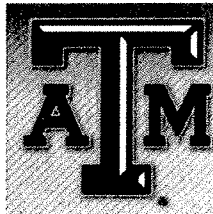




**RESPONSE
TO
INVITATION TO BID**

**BLANKET AGREEMENT FOR DRUG TESTING SERVICES
FOR THE ATHLETIC DEPARTMENT
OF
TEXAS A&M UNIVERSITY**

Bid Number: B700018



All American Research & Drug Testing Locations

Corporate Headquarters :	5005 W. Royal Lane, Suite 276 ■ Irving, Texas 75063 T 972.929.8040 F 972.929.8042
Hurst Collection Facility:	1060 W. Pipeline Road, Suite 112 ■ Hurst, Texas 76053 T 817-886-8440 F 817-886-8441
Dallas Collection Facility:	1050 N. Westmoreland Road, Suite 430 ■ Dallas, Texas 75211 T 469-532-2494 F 469-532-2498

www.allamericanresearch.com

TABLE OF CONTENTS

LETTER OF TRANSMITTAL

TEXAS A&M INVITATION TO BID	1-11
Substitute W-9.....	12
Vendor Direct Deposit Form	13
EVALUATION CRITERIA	14
1. PRICING	14
2. DELIVERY	15
3. REFERENCES	15
4. PREVIOUS VENDOR EXPERIENCE WITH TEXAS A&M.....	15
5. SAMPLES OF SUPPLIES AND FORMS	15
6. VENDORS YEARS OF EXPERIENCE	16
7. ESCALATION	16
8. ABILITY TO MEET TIME REQUIREMENTS OF TESTING	16
9. LABS ABILITY FOR PERIOD OF DETECTION AND TEST THRESHOLD.....	17
Drugs of Abuse Cross Reference Table	
10. ANY OTHER FACTORS	17
STATEMENT OF QUALIFICATIONS	18
HUB CERTIFICATE.....	20



July 7, 2006

VIA FEDERAL EXPRESS

Texas A&M University
Department of Strategic Sourcing
1000 Agronomy Road
College Station, TX 77843
Attn: Tracy Stracener

RE: Invitation to Bid Number B700018

Dear Ms. Stracener:

Pursuant to the requirements of the above-referenced Invitation to Bid, the following is the Response and Proposal of All American Research & Drug Testing ("AAR").

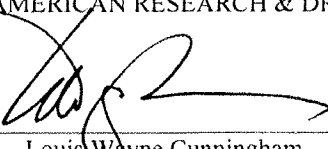
By selecting All American as your preferred provider, you will be choosing a partner, not just a company. We will provide immediate personal response to any questions or challenges which might arise. Because of our experience and flexibility, we are able to move quickly and efficiently to implement the procedures which are most advantageous for Texas A&M University ("A&M"). We will work with you to customize an efficient and user-friendly drug testing program specific to A&M. This will streamline your operations, reduce your overall program costs and provide the consistency you desire.

All American Research & Drug Testing's goal is to provide you with unparalleled service, which is done fairly, ethically and flawlessly. We are excited and look forward to the opportunity to work with Texas A&M University. While our pricing structure may not be the least expensive initially, we are confident that our experience, personal service and commitment will be a longer term value to A&M.

This letter will verify and confirm that as the sole owner and President of All American Research & Drug Testing, I am authorized to negotiate with Texas A&M. This proposal is firm and binding for 180 days from today's date. If selected, AAR will comply with all applicable rules, laws and regulations. We look forward to working with you.

Sincerely yours,

ALL AMERICAN RESEARCH & DRUG TESTING

By: 

Louis Wayne Cunningham
President

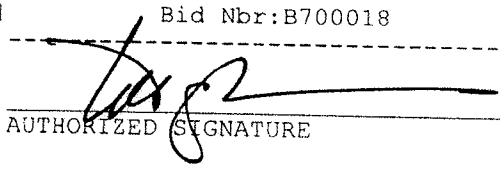
LWC/pjf
Enclosures

06/27/2006

PAGE: 1

TEXAS A&M UNIVERSITY
Invitation to Bid

Bid Nbr: B700018


AUTHORIZED SIGNATURE

Louis Wayne Cunningham
Print or Type Name

TITLE: President
SEE INSTRUCTIONS 1.8 ON LAST PAGE FOR VENDOR ID NUMBER

VENDOR ID# 20-2625921

COMPANY NAME ALL AMERICAN RESEARCH & DRUG TESTING

ADDRESS 5005 W. Royal Lane, Suite 276

CITY Irving STATE TX ZIP 75063

PHONE 972-929-8040 FAX 972-929-8042

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: Net 30 days FOB: DESTINATION, FREIGHT PREPAID AND ALLOWED TOTAL: \$78,200.00

- Check below if preference claimed under Rule 1 TAC 113.3
- ☐ 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
 - ☒ Historically Underutilized Business certified by GSC
- Please specify ☒ BLK ☐ HSP ☐ 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 111.3.

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 10-14 business 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](http://finance.tamu.edu/fmo/ap/forms/substitutew9.pdf)

TMS
06/27/2006

PAGE: 2

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

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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.](http://finance.tamu.edu/fmo/ap/forms/74-176.pdf)
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

TMS
06/27/2006

PAGE: 3

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

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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
-----0.05%-----
3RD YEAR 9/1/08 - 8/31/09
-----1.0%-----
4TH YEAR 9/1/09 - 8/31/10
-----1.5%-----

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.

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ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
1	DRUG TESTING SERVICES FOR STUDENT ATHLETES PER THE FOLLOWING SPECIFICATIONS:	1200.00	EA	<u>\$18.50</u>	<u>\$22,200.00</u>

=====

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 ACCOMMODATE TESTING OF CURRENT TRENDS IN ABUSED DRUGS USE.
EXAMPLE OF DRUGS TO BE SCREENED FOR:
 - AMPHETAMINES
 - OPIATES
 - BARBITURATES
 - MARIJUANA
 - COCAINE

Note: for additional information and clarification of qualifications, please see the attached Proposal Supplement.

TMS
06/27/2006

PAGE: 4

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

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ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
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- 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	ROUTINE	
	TESTING	TESTING	
	SCREEN	CONFIRMATION	
DRUG/DRUG CLASS	CUTOFF	CUTOFF	

TMS

06/27/2006

PAGE: 5

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

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price

	AMPHETAMINE/	1000 ng/mL	500 ng/mL		
	METHAMPHETAMINE				
	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		ROUTINE TESTING			

CLASS		PERIOD OF DETECTION			

	AMPHETAMINE/	UP TO 3 DAYS			
	METHAMPHETAMINE				
	BARBITURATE SHORT	UP TO 3 DAYS			
	ACTING				
	BARBITURAGE LONG	UP TO 10 DAYS			
	ACTING				
	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	\$200.00	\$56,000.00

- 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

Note: for additional information and clarification of qualifications, please see the attached Proposal Supplement.

TMS
06/27/2006

PAGE: 6

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

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ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
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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.
- 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.

TMS
06/27/2006

PAGE: 7

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

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
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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

TMS
06/27/2006

PAGE: 8

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

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
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VENDOR SHALL PROVIDE LIST OF DRUGS, LAB IS
ABLE TO TEST FOR.

Note: for additional information and
clarification of qualifications, please see
the attached Proposal Supplement.

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:

Note: for additional information and
clarification of qualifications, please see
the attached Proposal Supplement.

- 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 ABILITY 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

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ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
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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:

One (1) 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: Forward Edge, Inc.
Contact: Jim Turnage
Address: 703 McKinney Avenue, Suite 212
Dallas, TX 75202
Phone: 214-871-0030

Company: Compliance Information Systems
Contact: Rick Tennant
1245 East Brickyard Road, Suite 110
Salt Lake City, Utah 84106
Phone: 888-249-4575, ext. 5409

Company: Chem Chek, Inc.
Contact: Diana Bauske
1701 N. Greenville Avenue, Suite 404
Richardson, Texas 75081
Phone: 972-918-9300

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.

TMS
06/27/2006

PAGE: 10

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

ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
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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: Louis W. Cunningham, President

Email: lcunningham@allamericanresearch.com

Phone: 972-929-8040

Fax: 972-929-8042

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

TMS
06/27/2006

PAGE: 11

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

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ITEM	DESCRIPTION	Quantity	UOM	Unit Price	Ext Price
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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: 972-929-8040

VENDOR'S FAX NO: 972-929-8042

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 bid 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 and 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 TBPCL 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 2260.02 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.
- (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 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.

Texas A&M University Substitute Form W-9

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

Individuals:

(Fill out this row)

Sole Proprietor

(single owner filer)

(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.

Business Owner's Name: (REQUIRED)

Business Owner's Social Security Number

Business or Trade Name (OPTIONAL)

All American Research & Drug Tech

(First Name)

Louis

(Last Name)

Cunningham

or Employer ID Number

20-2625921

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.

Name of Corporation or Entity:

Employer Identification Number

Corp. or

Tax-Exempt

Entity fill out this row

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

- | | | |
|--|--|--|
| Corporation | The United States | 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 |
| Note that there is <u>no</u> corporate exemption for medical & health care payments or payments for legal services | under 501(c)(3), or IRA | |
| Tax-Exempt Entity | A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or agencies | |

Under penalties of perjury, I certify that:

- 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 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 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: Louis Wayne Cunningham

Title: President

Signature:

Tax correspondence address:

5005 W. Royal Lane

Remit To Address: 5005 W. Royal Lane

Suite 276

Suite 276

City: Irving

State: TX

Zip: 75063

City: Irving

State: TX

Zip: 75063

Phone: (972) 929-8040

Date: 01/10/2006

Please mail to:

Texas A&M University, Financial Management Services-Accounts Payable, Tamu Ms 8000, College Station, Texas 77843-6000 (979) 845-8286 fax (979) 458-4190

VENDOR DIRECT DEPOSIT AUTHORIZATION

For Comptroller's use only

INSTRUCTIONS

- Use only Blue or Black ink.
- Alterations must be initialed.
- Financial institution must complete Section 4.

- Section 7 must be completed by the paying state agency.
- Check all appropriate box(es).

For further instructions, see the back of this form.

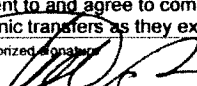
TRANSACTION TYPE

SECTION 1	<input checked="" type="checkbox"/> New setup (Sections 2, 3 & 4)	<input type="checkbox"/> Change financial institution (Sections 2, 3 & 4)
	<input type="checkbox"/> Cancellation (Sections 2 & 3)	<input type="checkbox"/> Change account number (Sections 2, 3 & 4)
	<input type="checkbox"/> Exemption (Sections 2 & 5)	<input type="checkbox"/> Change account type (Sections 2, 3 & 4)

PAYEE IDENTIFICATION

SECTION 2	1. Social Security Number or Federal Employer's Identification (FEI) <input type="checkbox"/> 20-2625921 <input type="checkbox"/>		2. Mail code (If not known, will be completed by Paying State Agency) nnn	
	3. Name All American Research & Drug Testing		4. Business phone number (972-929-8040	
	5. Street address 5005 W. Royal Lane, Suite 276	6. City Irving	7. State TX	8. ZIP code 75063

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3	9. Pursuant to Section 403.016, Texas Government Code, I authorize the Comptroller of Public Accounts and/or the applicable financial institution as designated by Texas A&M University to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.		
	I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.		
	10. Authorized signature 	11. Printed name Louis W. Cunningham	12. Date Jul 5, 2006

FINANCIAL INSTITUTION (Must be completed by financial institution representative.)

SECTION 4	13. Financial institution name		14. City	15. State
	16. Routing transit number	17. Customer account number (Dashes required <input checked="" type="checkbox"/> YES)		18. Type of account Checking Savings
	19. Representative name (Please print)		20. Title Banking Center Manager	
	21. Representative signature (Optional)		22. Phone number	23. Date Jul 5, 2006

EXEMPTION: I claim exemption and request payment by state warrant (check) because:

SEC. 5	Leave this section blank for the transaction type selected. See Section 1.
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CANCELLATION BY AGENCY

SEC. 6	For state agency use only. Click for access.
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PAYING STATE AGENCY

SECTION 7	For state agency use only. Click for access.
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VENDOR E-MAIL ADDRESS

SEC. 8	36. Email (This email address is to be used for electronic admittance advice on local funds.) lcunningham@allamericanresearch.com
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EVALUATION CRITERIA

Pursuant to the Invitation to Bid, Texas A&M will evaluate the overall response to the Bid, up to and including the following:

1. PRICING
2. DELIVERY
3. REFERENCES
4. PREVIOUS VENDOR EXPERIENCE WITH TEXAS A&M
5. SAMPLES OF SUPPLIES AND FORMS
6. VENDORS YEARS OF EXPERIENCE
7. ESCALATION
8. ABILITY TO MEET TIME REQUIREMENTS OF TESTING
9. LABS ABILITY FOR PERIOD OF DETECTION AND TEST THRESHOLD
10. ANY OTHER FACTORS TEXAS A&M UNIVERSITY DEEMS RELEVANT

For additional information and clarification, All American Research & Drug Testing ("AAR") submits the following in support of its proposal.

1. PRICING

AAR offers the following pricing and testing option at \$18.50 per drug test and \$200 per anabolic steroid test.

Standard specimen collections performed by TEXAS A&M staff, with ALL specimens shipped to AAR's certified laboratory for testing. All results reported to TEXAS A&M through AAR's web-based software program, or via fax as required by the Invitation to Bid.

Supplies included:

UA Test Kits, overnight shipping supplies (lab packs, labels), Chain of Custody Forms

In addition, as a matter of standard procedures, all group/package pricing is typically subject to an initial program administrative setup fee of \$3,000 with an additional \$1,500 annual maintenance fee after the first year. However, AAR will waive its administrative setup fee and annual maintenance fee for Texas A&M University.

- a. This proposal is firm and binding for 60 days from July 7, 2006.
- b. AAR will comply with all applicable rules, laws and regulations in connection with this proposal.

If necessary because of litigation, AAR must provide a qualified expert witness to testify as to laboratory procedures employed as well as to accuracy and reliability of test results, and prove chain of custody, the following fees will apply:

Testify in Court: \$125.00 for 1st 3 hours, then additional \$25.00 per hour
Mileage incurred at .45 cents per mile
Meal allowance of \$20 per day (up to 4 hours), \$35 per day (if over 4 hours)

2. DELIVERY

If awarded this contract, AAR will be able to deliver the appropriate test kits, chain of custody forms, lab packs and shipping supplies within 7-14 business days.

3. REFERENCES

In supplement to the Invitation to Bid, AAR offers the following in regards to its references:

AAR is a subcontractor for the Texas Department of Family and Child Protective Services, through Forward Edge, Inc. AAR has collection facilities in the City of Hurst and the City of Dallas.

Contact: Jim Turnage
Forward Edge, Inc.
703 McKinney Avenue, Suite 212
Dallas, TX 75202
Phone: 214-871-0030

Compliance Information Systems ("CIS") is a partner company to AAR. CIS is recognized as the leading information technology provider to the drug and alcohol testing industry.

Contact: Larry O'Neil
Compliance Information Systems
1245 East Brickyard Road, Suite 110
Salt Lake City, Utah 84106
Phone: 888-249-4575, ext. 5409

AAR also provides subcontract collection services for Chem-Chek, Inc., the drug testing company for American Airlines, Bell Helicopter and the Texas Department of Transportation.

Contact: Diana Bauske
1701 N. Greenville Avenue, Suite 404
Richardson, Texas 75081
Phone: 972-918-9300

4. PREVIOUS VENDOR EXPERIENCE WITH TEXAS A&M

All American Research & Drug Testing does not have any previous experience with Texas A&M University.

5. SAMPLES OF SUPPLIES AND FORMS

Sample test kits and Chain of Custody Forms are included with this proposal package.

6. VENDORS YEARS OF EXPERIENCE

AAR has been in existence for one year. We are a veteran and minority-owned business. However, through our vendor partner relationships, we have significant experience to provide Texas A&M with the quality, reliability and service you desire. AAR performs thousands of drug screenings annually nationwide.

7. ESCALATION

AAR understands this 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. AAR agrees that all prices to be held firm for one (1) year. In the event the agreement is renewed, following a firm percentage increase for each renewal not to exceed 5% per year. Escalation will be based on the previous year's prices.

2nd year 9/1/07 - 8/31/08	-----.05%-----
3rd year 9/1/08 - 8/31/09	-----1.00%-----
4th year 9/1/09 - 8/31/10	-----1.50%-----

8. ABILITY TO MEET TIME REQUIREMENTS OF TESTING

Upon being awarded this contract, AAR stands ready to institute this program immediately. AAR has strategic experience and relationships in all areas of the drug testing world. By partnering with us, Texas A&M will have access to the best the drug testing industry has to offer. Over the last 5 years there has been a great deal of consolidation in every aspect of the industry, including Labs, TPAs, and MROs. This shake up has caused some companies to change, others have failed, and some continue to grow. Our company and its close affiliates have weathered the storm and gained a greater level of understanding and experience that only serves our clients and their needs better.

We have alliances in the laboratory, MRO function, and technology that truly set us apart and allow us to customize our offering and make it yours.

By using the latest technology, we are able to receive drug test results and begin the review process as soon as the laboratory releases the results. Negative tests are released as soon as the Custody and Control Form ("CCF") is matched to the result and reviewed for content, and non-negatives are available within 15 minutes of being released from the lab.

AAR's office staff is also a strategic advantage. Our office is geared toward customer service by relying on human expertise to interact with the client when questions or problems arise. Technology is great to assist in reporting results quickly, but when issues develop, we believe it is important for our partners to reach a 'live' person. We are here to assist you 24 hours a day, 7 days a week, 365 days a year.

9. LABS ABILITY FOR PERIOD OF DETECTION AND TEST THRESHOLD

AAR acknowledges that the laboratory shall comply with all specifications contained herein and all applicable local, state, and federal law as indicated in the Invitation to Bid.

AAR acknowledges and will comply with all methodology as required above by Texas A&M. AAR will also offer suggestions and methodology that will update requirements that reflect current advances in technology, testing procedures and administration designed to enhance the Texas A&M testing and reporting functions. In addition, please be aware that AAR contracts with only certified laboratories to perform its testing. Compliance to Federal Standards will be furnished upon request. We use state of the art equipment, hardware, software, collection devices and reporting tools.

AAR agrees to provide options for shipping specimens to the lab the same day as the collection. We will work with Texas A&M to ensure that shipment of specimens is a top priority.

Specimens are handled by the lab following all guidelines. The specimens will go through a strict testing procedure to report all negative results. In the event of a non-negative result, the lab will then perform a confirmation test using "Gas Chromatography/ Mass Spectrometry ("GC/MS"), also known as the 'gold standard' to confirm the result. Only after GC/MS confirmation will a result be reported to us as a Positive.

AAR follows DOT guidelines for reporting results. As mentioned above, once the lab has reported results, we have the ability and will provide all non dot negative results to the web based system within 15-minutes of the actual result being reported by the lab. We utilize the highest quality and security for this process.

See the attached **List of Drugs** our labs are able to test.

10. ANY OTHER FACTORS

AAR provides the Drug, Alcohol and Substance Abuse Training for the Athletic Departments at all nine Dallas County Community Colleges, which sports include men's Baseball, men and women's Basketball, Tennis, Track and Field, Cross Country, men and women's Soccer, women's Volleyball and men's Golf.

In addition,

- See the attached "Statement of Qualifications"
- See the attached HUB zone certificate

Drugs of Abuse Cross Reference Table

AMPHETAMINE

Adderall
Amphetaminil
Asenlix
Benzedrine
Biphetamine
Captagon
Clobenzores
Dexedrine
Dextrostat
Dinitel
Durophet
Ethylamphetamine
Exbel
Fefenorex
Fenethylline
Feproporex
Finedal
Mesocarb
Obetrol
Pondinil
Prenylamine
Tegisec

METHAMPHETAMINE

Benzphetamine
Deprenyl
Desoxyn
Eldepryl
Famprofazone
Fencamine
Furfenorex
Gradumet
Selegiline
L-Desoxyephedrine

CANNABINOIDS (THC)

Dormabinol
Hemp Oils
Marinol

BARBITURATES

Butalbital

Amaphen
Anoquan
Axotal
B-A-C
Bancap
Endolor
Esgic
Femcet
Fiorgen PF
Fioricet
Fiorinal
G-1
Isolyt Improved
Lanorinal
Margesic H
Marnal

BARBITURATES (continued)

Butalbital (continued)

Medigesic
Phrenilin
Repam
Sedapap-10
Triad
Triapin
Two-Dyne

Phenobarbital

Barbilixir
Barbita
Donnatal
Luminal
Solfoton

Secobarbital

Seconal

Pentobarbital

Nembutal
NovDa Rectal

BENZODIAZEPINE

Alprazolam

Xanax
Alprax

Lorazepam

Ativan
Loraz

Nordiazepam

Chlorazepate
Tranxene
(metabolite of) Diazepam
(metabolite of) Chlordiazepoxide
(metabolite of) Prazepam
Valium (as Diazepam)
Librium (as Chlordiazepoxide)
Centrax (as Prazepam)

Oxazepam

Serax
Oxpam
Zapex
(metabolite of) Nordiazepam
(metabolite of) Tempazepam

Temazepam

(metabolite of) Diazepam

METHADONE

Dolophine
Methadose

PROPOXYPHENE

624 Tablets
Darvocet
Darvon
Dolene
Genagesic
Novo-Propoxyn
PC-Cap
Propacet
Pulvules
Wygesic

OPIATES

Codeine

Atasol 8, 15, 30 with Caffeine
Brontex
Cheracol
Empracel 30, 60
Emtec-30
Guaituss AC
Lenoltec No. 1, 2, 3, 4
Mytussin AC
Novo-Gesic
Robafen AC
Robitussin A-C
Tussi-Organidin NR

Hydrocodone

Alor 5/500
Anexsia
Anodynos-DHC
Azdone
Bancap HC
Cleartuss DH Syrup
Codiclear DH Syrup
Codotuss Liquid
Co-Gesic
CoTussin Liquid
Cotuss-V Syrup
Damason-P
Dolacet
DuoCet
Duradyne DHC
Fenfuss Expectorant
G-Tuss Syrup
Hycodan
Hycomin Compound
Hycosin Expectorant Liquid
Hycotuss Expectorant Liquid
Hydrocet
Hydrogesic
Hydromet
Hydropane
Hydrotropine
Hydrotuss Syrup
Hy-Phen
Kwelcof Liquid
Lorcet
Lortab
Margesic H
Medcodin Liquid
Medipain 5
Norcet / Norco
Oncet
Panacet
Panasal 5/500
Pneumotussin
Stagesic
T-Gesic
Tussigon

OPIATES (continued)

Hydrocodone (continued)

Tussionex
Vapocet
Vicoclear Liquid
Vicodin
Vicoprofen
Vi-Q-Tuss Liquid
Vitussin Expectorant Syrup
Vortex Syrup
Zydane

Hydromorphone

Dilaudid
Hydromorph Contin
Hydrostat

Morphine

Astramorph PF Injection
Duramorph Injection
Epimorph
Imfomorph Injection
Kadian
M-Eslon
MS Contin Oral
MS/L
MS/S
MS-IR
MST Continus
OMS Oral
Oramorph SR Oral
RMS Rectal
Roxanol
Slatex

Oxycodone

Dihydrohydroxycodone
Endocet
Endodan
Oxycodan
Oxycocet
OxyContin
OxyR
Percocet
Percodan
Percolone
Roxicet
Roxicodone
Roxilox
Supeudol
Tylox

Drug Name	Street Names	Substance Detected	Physical Symptoms	Dangers	Detection Window
Amphetamines	Speed, Meth, Crystal, Ice, Tina	Amphetamine, Methamphetamine	Loss of appetite, irritability, rapid speech, anxiety, tremors, mood elevation	Paranoia, severe depression, hallucinations, hypertension, fatigue	1-2 days
Barbituates	Downers, barbs, barbies, yellow jackets, red devils, rainbows	Butalbital, Secobarbital, Phenobarbital	Depression, decreased muscle control and alertness, intoxication, slurred speech, drowsiness	Coma and death possible with overdose, especially combined with alcohol, rigidity and painful muscle contractions	1-3 weeks
Benzodiazepines	Downers	Diazepam, Oxazepam, Lorazepam, Alprazolam	Disorientation, slurred speech, drunken behavior without alcohol odor	Shallow breathing, dilated pupils, clammy skin, weak and rapid pulse, coma, death	3-14 days
Cocaine	Coke, crack, blow, rock	Benzoylcegonine	Short-lived euphoria, changing to depression, irritability, nervousness, tightness of muscles	Shallow breathing, fever, anxiety, tremors, death from convulsions or respiratory arrest	2-4 days
Marijuana	Pot, weed, grass, dope, Mary Jane	11-Nor- Δ -9-tetrahydrocannabinol-9-carboxylic acid	Altered perception of time, dilated pupils, increased appetite, laughter, uncoordinated behavior	Psychological dependence, impaired short-term memory, anxiety, lung damage, psychosis with chronic use	1-3 days (light use) 3+ weeks (heavy use)
MDMA (Ecstasy)	Ecstasy, XTC, Adam, hug, "love drug"	MDA	Stimulant, changes in feelings or emotions, euphoria, out-of-body experiences	Permanent nerve damage, depressed immune function	2-4 days
Methadone	Done	Methadone	Euphoria, drowsiness, depressed breathing, constricted pupils, nausea	Shallow breathing, clammy skin, convulsions, coma, possible death	1-3 days
Methaqualone	Quaaludes, ludes, heroin for lovers	Methaqualone, Quaalude, Meguin	Sleepiness, loss of coordination, dizziness, confusion, feeling of well being	Anxiety, insomnia	1-7 days
Opiates	Heroin, Morphine, Codeine	Codeine, Morphine	Analgesia, euphoria, sedation, nausea, vomiting, watery eyes, runny nose	Lethargy, weight loss, hepatitis and/or HIV from sharing needles, slow and shallow breathing, death	2-4 days
Phencyclidine	PCP, angel dust, ozone, wack, rocket fuel	Phencyclidine	Paranoia, panic, anxiety, tremors, nausea, suicidal urge	Unpredictable behavior, flashbacks, hallucinations	2-3 days
Propoxyphene	Darvocet, Darvon	Propoxyphene, Norpropoxyphene	Drowsiness, dizziness, headache, euphoria	Allergic reactions, coma, convulsions, shallow respiration	1-3 days

Statement of Qualifications

Company Name	All American Research & Drug Testing	
Address	5005 W. Royal Lane Suite 276 Irving, TX 75063	Phone: 972-929-8040 Fax: 972-929-8042
Website	www.allamericanresearch.com	
Contact	Louis Wayne Cunningham, President lcunningham@allamericanresearch.com	
FEI No.	20-2625921	
DUNS No.	607293524	
Texas State VID No.	1202625921300/45168	
NAICS Code	519190 All Other Information Services 541690 Security consulting 561612 Security patrol 621511 Medical Laboratories 813319 Drug abuse professional/Other Social Advocacy Organizations	
Company status & classifications	Minority owned: African American HUB Certification: Yes, see attached HUB Certificate Veteran owned: Yes	
Our Mission	The hallmark of our business consists of three primary components: Service, Integrity and Value. We will provide our customers with unparalleled service, which is done fairly, ethically and flawlessly. We will provide our customers with a value that will be unsurpassed.	
Our Services	Background Checks and Screening Background Criminal Federal Criminal, Federal Bankruptcy Motor Vehicle Registration State wide database Company Compliance Terrorist Watch List Previous Address SSN locators and licenses Drug Screening DNA Testing Paternity Testing Drug Analysis Hair Follicle Testing Alcohol Breath Analysis High School Extra Curricular Drug Testing Drug Training and Programs Training Services Drug-Free Workplace Program	

Summary of qualifications and experience

Grant writing

All American Research & Drug Testing is a veteran and minority owned business. We are HUB certified in the State of Texas, and our 8(a) certification and federal HUB status is pending.

All American Research & Drug Testing is proud to be a member of the National Association of Professional Background Screeners ("NAPBS"). By utilizing cutting edge and security-enabled web-based technology, we offer a full range of background check and screening services to our clients. Whether our clients require an instant social security number verification, or more in-depth security check, we have the ability to customize "bundled reporting" based upon the type and volume of background checks you will use most often (i.e., criminal history, education or employment verification, sex offender, etc.). We provide training on this self-managed web-based program so our client maintains full security and control of their background check status and reporting functions. We also provide the necessary consent and release forms (in both English and Spanish) to comply with the FCRA (Fair Credit Reporting Act). Everything a company needs to conduct background screenings is made available to you in a turn-key system. We simplify the process!

All American Research & Drug Testing is also proud to be accredited by the Drug and Alcohol Testing Industry ("DATIA"). We comply with the DFWP Act of 1998 and follow the protocol as outlined by the Small Business Administration.

All American Research & Drug Testing also provides customized testing programs for federally mandated Department of Transportation (DOT) companies or Drug Free Workplace programs for non-regulated companies. Our company offers specimen collection and breath alcohol testing on-site at your location or at our office testing facility. In addition we offer hair testing, Paternity, DNA, High School Extra Curricular Drug Testing, instant test kits and individual, confidential testing.

All our collectors are DATIA certified as Certified Professional Collectors (CPCs), most are certified one level higher as Certified Professional Collector Trainers (CPCTs). One of our collectors has been chosen as a Regional Certified Professional Collector Trainer (RCPCT). All of our collectors are also certified according to Department of Transportation mandate as Breath Alcohol Technicians (BATs). Three of our BATs are certified as BAT trainers.

Our company maintains close business relationships with CMI Intoxilyzers and Intoximeters, who produce DOT approved breathalyzers. All of our employees are certified on at least one breathalyzer and some are certified on two or more. Three of our Breath Alcohol Technicians (BATs) are factory-certified technicians and trainers for Intoximeter.

Through our relationships, we utilize only SAMHSA certified laboratories for all our urine and hair testing.

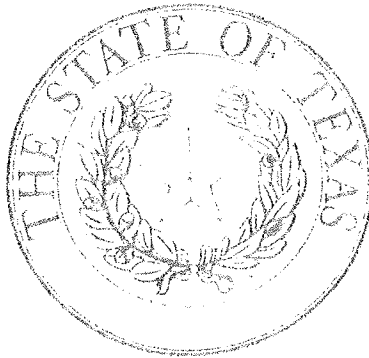


HUB CERTIFICATE

(attached)

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Building & Procurement Commission (TBPC),
hereby certifies that

ALL AMERICAN RESEARCH & DRUG TESTING

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB)
Certification and Compliance Program to be recognized as a HUB.

This certificate, printed 4-Jan-2006, supersedes any registration and certificate previously issued by the TBPC's HUB Certification and Compliance Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the TBPC's HUB program in writing. The Commission reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1202625921300
File/Vendor Number: 45168
Approval Date: 28-OCT-2005
Expiration Date: 28-OCT-2009

Paul A. Gibson
HUB Certification & Compliance Supervisor
Texas Building & Procurement Commission
(512) 305-9071

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.tbpc.state.tx.us>) or by contacting the TBPC's HUB Certification and Compliance Program at (888) 863-5881 or (512) 463-5872.

AEGIS

SCIENCES CORPORATION

345 Hill Avenue • Nashville, TN 37210
Telephone: (615) 255-2400 • Facsimile: (615) 255-3030

David L. Black, Ph.D., D-ABCC, D-ABFT
President

Timothy A. Robert, Ph.D., D-ABCC
Laboratory Director

July 6, 2006

Texas A & M University
Department of Purchasing Services
PO Box 30013
College Station, TX 77842-0013

RE: Proposal in Response to ITB B700018

Dear Sir or Madam:

Please find enclosed the response of Aegis Sciences Corporation to ITB B700018 – Drug Testing Services for the Athletic Department. Also enclosed is a copy of the Certified Laboratories Listing from the US Department of Health & Human Services – Substance Abuse and Mental Health Services Administration (SAMHSA). Aegis is the only SAMHSA certified laboratory conducting both drugs of abuse and anabolic steroid testing.

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Frank Moser
Aegis Sciences Corporation

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
Frank Moser

PRINT OR TYPE NAME

Director of Marktg 7/6/06
TITLE DATE

18802417580AA
AEGIS ANALYTICAL LABORATORY
345 HILL AVENUE
NASHVILLE TN 37210

SHOW OPENING DATE AND BID INVITATION
NUMBER ON THE FAX COVER SHEET 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: djyoung@tam.u.edu or 979-845-4570 Ext. 110.

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

TMS

TERMS: net 30 days FOB DESTINATION, FREIGHT PREPAID AND ALLOWED TOTAL

DELIVERY IN 1 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)

Amy Stearns
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 Opening must be opened on a per unit basis, extended as indicated. Any back orders included must be itemized and excluded 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 or 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 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 delivery, 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 in U.S. dollars and show each delivery cost and who bears the cost if not included in unit price.
- 1.7 Bid prices are requested to be unit for TEXAS A&M acceptance within 30 days of bid opening date. "Discount from unit" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken from the unit price.
- 1.8 Bids should give Vendor ID Number, full name and address of bidder (or if the bidder is a corporation, the name and address of the bidder's principal office). 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 number number assigned and used by the Computer of Public Accounts of Texas. Enter this number in the spaces provided on the front side (upper right) if it is not a right. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. State center should also enter Social Security Number.
- 1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder and 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 and 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 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 113.6 (check any that are applicable):
 - ☐ Products of persons with mental or physical disabilities
 - ☐ Products made of recycled materials, used, or environmentally sensitive materials including recycled steel
 - ☐ Energy efficient products
 - ☐ Hazardous and/or flammable materials
 - ☐ Recycled motor oil and lubricants
 - ☐ Products produced at facilities located on formerly contaminated property
 - ☐ Products and services from economically depressed or disadvantaged 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 power outages. 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 catalogue, bid should show manufacturer, brand or trade name and other description of the product offered. If other than catalogue specifications are offered, include a full 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, FMV or NFMA.
- 2.4 Samples, when requested, must be furnished free of expense to the bidder. Upon request, a bidder's expense. Each sample should be marked with bidder's name and address, and TEXAS A&M bid number. Do not include 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 the 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 113.6 (Preferential)

4. DELIVERY

- 4.1 Bid should show number of days allowed 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. Unreasonably short or long delivery promises may cause bid to be disregarded.
- 4.2 If delay in delivery, 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 prompt delivery (without accepted reasons) or failure to meet specified delivery dates obligates TEXAS A&M to purchase supplies elsewhere and charge full release, carry, in case and handling to defaulting supplier.
- 4.3 No substitutions or alterations 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 non 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 furnished 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 holder for deposit or at supplier's risk and expense. Latent defects may result in rejection 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 can become contracts only if they are accepted and an authorized purchase order is issued. This 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 not pay 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. Section 1, of 1914 (1917), and which arise under the antitrust laws of the State of Texas, TEX. BUS. & COMM. CODE ANN. SEC. 15.01, of 1957.

10. BIDDER AFFIRMATION - Signing this bid with a false statement is a material breach of contract and shall void the submission and/or any resulting contracts, and the bidder shall be removed from all bids. By signature hereon, the bidder hereby certifies that:

- 10.1 The bidder has not given, offered to give, nor intend to give any inducement, any economic opportunity, false employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this submission.
- 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 false.
- 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 the State, 2001 Admin. Section 5.01, 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 616.003 of the Government Code, relating to contracting with executive head of a State agency. If section 616.003 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 these 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 agreed to include them in the form of the bid form.

WARNING: Such terms and conditions may result in disqualification of the bid. A bid with the terms of a State other than Texas, requirements for payment limitations or payment, 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;
 - (2) receive a state-funded grant or loan;
 - (3) a child support obligor or business entity ineligible to receive payments under Subsection (a) must not violate the law:
 - (1) all delinquencies have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- (b) Pursuant to Section 231.006 (c), Family Code, the above include name and State. Security number of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered the information on the TBPC Contract and Master Codes List have satisfied this requirement. If not pre-registered, attach name and social security number for each person. Otherwise this information must be provided prior to contract award.
- (c) Pursuant to Section 231.006, Family Code, the 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.
- (d) If a state agency determines that an individual or business entity holding a state contract is delinquent in child support payments under Section (a) the contract may be terminated.
- (e) If the contract is required under Subsection (d) is known 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 Act 1995 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Act 1995 74th Leg., ch. 751, Sec. 62, eff. September 1, 1995.

14. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2250 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 2250, Subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice as required by Subchapter B, of 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. The parties are unable to resolve their dispute 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 for any contract of a claimant nor a lawsuit grounds for the suspension of the performance by Vendor, in whole or in part.
- (d) The designated individual responsible on behalf of Texas A&M University for examining any claim of 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:

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 OPENING

Page 2 06/28/2006

07/11/2006

BID NO B700018
VENDOR 189024175807A
AEGIS ANALYTICAL LABORATORY

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>BLANKET AGREEMENT:</p> <p>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.</p> <p>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.</p> <p>RENEWAL:</p> <p>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.</p> <p>2ND YEAR 9/1/07 - 8/31/08 0 %</p> <p>3RD YEAR 9/1/08 - 8/31/09 0 %</p> <p>4TH YEAR 9/1/09 - 8/31/10 0 %</p> <p>NOTE: ESCALATION PERCENTAGE SHOULD NOT EXCEED 5% IN EACH YEAR.</p> <p>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.</p>				
1	<p>DRUG TESTING SERVICES FOR STUDENT ATHLETES PER THE FOLLOWING SPECIFICATIONS:</p> <p>VENDOR SHALL HAVE THE ABILITY FOR:</p> <ul style="list-style-type: none"> - 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	\$25.00	\$30,000.00

TMS

INVITATION FOR BID - RETURN SEALED BIDS TO:

Page 3 06/28/2006

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 OPENING

07/11/2006

BID NO B700018
VENDOR18802417580AA
AEGIS ANALYTICAL LABORATORY

Item	Description	Quantity	UOM	Unit Price	Ext Price																	
	<p>- A FOUR DRUG OF ABUSE PANEL SCREENING WITH OPTION TO VARY THE DRUG PANEL TO ACCOMMODATE TESTING OF CURRENT TRENDS IN ABUSED DRUGS USE.</p> <p>EXAMPLE OF DRUGS TO BE SCREENED FOR:</p> <ul style="list-style-type: none">-AMPHETAMINES-OPIATES-BARBITURATES-MARIJUANA-COCAINE <p>NCAA'S LIST OF BANNED DRUGS</p> <p>GAS CHROMATOGRAPH MASS SPECTROMETRY</p> <p>CONFIRMATION OF POSITIVE SAMPLES</p> <p>RESULTS TO BE REPORTED WITHIN 24 HOURS OF SHIPPING FOR SCREENING AND 72 HOURS FOR GC MS CONFIRMATION OF POSITIVE TEST.</p> <p>- DEPARTMENT SHALL RECEIVE REPORTS BY FAX OR E MAIL.</p> <p>- 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.</p> <p>TESTING WILL BE APPROXIMATELY 60-75 SAMPLES PER WEEK/2800 ANNUALLY ESTIMATED.</p> <p>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.</p> <p>VENDORS SHALL ACCEPT CREDIBILITY OF ANY RESULTS THAT FACE A LEGAL CHALLENGE</p> <p>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.</p> <p>- LABORATORY SHALL BE CERTIFIED BY AT LEAST ONE (1) OF THE FOLLOWING;</p> <ul style="list-style-type: none">- COLLEGE OF AMERICAN PATHOLOGIST- LABORATORY ACCREDITATION PROGRAM <p>OR</p> <ul style="list-style-type: none">- UNITED STATES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION <p>- THE TABLE BELOW SHOWS THE AVERAGE TEST THRESHOLD AND PERIODS OF DETECTION. TEXAS A&M REQUIRES BETTER THAN AVERAGE THRESHOLDS AND DETECTION.</p> <p>*****</p> <p>TEST THRESHOLD TABLE</p> <p>*****</p> <table><tr><td>ROUTINE</td><td>ROUTINE</td></tr><tr><td>TESTING</td><td>TESTING</td></tr><tr><td>SCREEN</td><td>CONFIRMATION</td></tr><tr><td>CUTOFF</td><td>CUTOFF</td></tr></table> <p>*****</p> <table><tr><td>DRUG/DRUG CLASS</td><td>1000 ng/ml</td><td>500 ng/ml</td></tr><tr><td>AMPHETAMINE/</td><td></td><td></td></tr><tr><td>METHAMPHETAMINE</td><td></td><td></td></tr></table> <p>*****</p>	ROUTINE	ROUTINE	TESTING	TESTING	SCREEN	CONFIRMATION	CUTOFF	CUTOFF	DRUG/DRUG CLASS	1000 ng/ml	500 ng/ml	AMPHETAMINE/			METHAMPHETAMINE						
ROUTINE	ROUTINE																					
TESTING	TESTING																					
SCREEN	CONFIRMATION																					
CUTOFF	CUTOFF																					
DRUG/DRUG CLASS	1000 ng/ml	500 ng/ml																				
AMPHETAMINE/																						
METHAMPHETAMINE																						

TMS

INVITATION FOR BID - RETURN SEALED BIDS TO:

Page 4 06/26/2006

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 OPENING

07/11/2006

BID NO. R700013
VENDOR 18902417580AA
AEGIS ANALYTICAL LABORATORY

Item	Description	Quantity	UOM	Unit Price	Ext Price
	BARBITURATES 300 ng/mL 200 ng/mL				
	COCAINE/CRACK 300 ng/mL 152 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 ROUTINE TESTING				
	CLASS PERIOD OF DETECTION				
				
	AMPHETAMINE/ UP TO 3 DAYS				
	METHAMPHETAMINE				
	BARBITURATE SHORT UP TO 3 DAYS				
	ACTING				
	BARBITURAGE LONG UP TO 10 DAYS				
	ACTING				
	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	250	EA	\$95.00	\$26,600.00
	<ul style="list-style-type: none"> 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. 				

TMS

INVITATION FOR BID - RETURN SEALED BIDS TO:

Page 5 06/26/2006

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 OPENING: 07/11/2006

BID NO B700015
VENDOR 18902417560AA
AEGIS ANALYTICAL LABORATORY

Item	Description	Quantity	UOM	Unit Price	Ext Price																																
	<p>VENDORS SHALL ACCEPT CREDIBILITY OF ANY RESULTS THAT FACE A LEGAL CHALLENGE</p> <p>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.</p> <p>LABORATORY SHALL BE CERTIFIED BY AT LEAST ONE (1) OF THE FOLLOWING;</p> <p>COLLEGE OF AMERICAN PATHOLOGIST LABORATORY ACCREDITATION PROGRAM</p> <p>OR</p> <p>UNITED STATES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION</p> <p>VENDORS SHALL INDICATE CERTIFICATION(S) HELD BY LABORATORY.</p> <p>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.</p> <p>***** TEST THRESHOLD TABLE *****</p> <table><tr><th>DRUG/DRUG CLASS</th><th>ROUTINE TESTING SCREEN CUTOFF</th><th>ROUTINE TESTING CONFIRMATION CUTOFF</th></tr><tr><td>AMPHETAMINE/ METHAMPHETAMINE</td><td>1000 ng/mL</td><td>500 ng/mL</td></tr><tr><td>BARBITURATES</td><td>300 ng/mL</td><td>200 ng/mL</td></tr><tr><td>COCAINE/CRACK</td><td>300 ng/mL</td><td>150 ng/mL</td></tr><tr><td>MARIJUANA</td><td>50 ng/mL</td><td>15 ng/mL</td></tr><tr><td>OPIATES/NARCOTICS</td><td>2000 ng/mL</td><td>2000 ng/mL</td></tr><tr><td>PHENCYCLIDINE (PCP)</td><td>25 ng/mL</td><td>25 ng/mL</td></tr><tr><td>BENZODIAZEPINES</td><td>300 ng/mL</td><td>300 ng/mL</td></tr></table> <p>***** PERIOD OF DETECTION TABLE *****</p> <table><tr><th>DRUG/DRUG CLASS</th><th>ROUTINE TESTING PERIOD OF DETECTION</th></tr><tr><td>AMPHETAMINE/ METHAMPHETAMINE</td><td>UP TO 3 DAYS</td></tr><tr><td>BARBITURATE SHORT ACTING</td><td>UP TO 3 DAYS</td></tr><tr><td>BARBITURAGE LONG ACTING</td><td>UP TO 10 DAYS</td></tr></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	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				
DRUG/DRUG CLASS	ROUTINE TESTING SCREEN CUTOFF	ROUTINE TESTING CONFIRMATION CUTOFF																																			
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TMS																																					

INVITATION FOR BID - RETURN SEALED BIDS TO:

Page 6

06/26/2006

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 OPENING

07/11/2006

BID NO: B700018

VENDOR: 19802417580AA

AEGIS ANALYTICAL LABORATORY

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 ABILITY 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.				

INVITATION FOR BID - RETURN SEALED BIDS TO:

Page 7 06/26/2006

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 OPENING 07/11/2006

BID NO B700018
VENDOR 18902417590AA
AEGIS ANALYTICAL LABORATORY

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>VENDORS SHALL HAVE A MINIMUM OF FIVE (5) YEARS OF EXPERIENCE IN ATHLETIC DRUG TESTING. VENDOR SHALL LIST NUMBER OF YEARS OF EXPERIENCE:</p> <p style="text-align: center;">16 YEARS</p> <p>REFERENCES:</p> <p>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.</p> <p>COMPANY: University of Georgia CONTACT: Ron Courson PHONE: 706.542.9060</p> <p>COMPANY: Syracuse University CONTACT: Tim Neal PHONE: 315.443.2084</p> <p>COMPANY: University of South Carolina CONTACT: Rod Walters PHONE: 803.777.7885</p> <p>ALL BIDDERS SHALL PROVIDE SAMPLES OF TESTING SUPPLIES AND FORMS WITH BID.</p> <p>***IF VENDOR HAS SUPPLIED DEPARTMENT WITH TESTING SUPPLIES IN THE LAST TWO (2) YEARS SAMPLES ARE NOT REQUIRED.</p> <p>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.</p> <p>SAMPLES WILL BE SENT AT VENDORS EXPENSE.</p> <p>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:</p> <p style="text-align: center;">TEXAS A&M UNIVERSITY</p>				

TMS

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

BID OPENING

Page 9 06/28/2006

07/11/2006

BID NO: B700018
VENDOR: 8902417560AA
AEGIS ANALYTICAL LABORATORY

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>DEPARTMENT OF STRATEGIC SOURCING 1000 AGRONOMY ROAD COLLEGE STATION, TX 77843 ATTN: TRACY STRACENER</p> <p>BIDDERS NOTE: SAMPLE SUBMITTED WILL BE USED IN THE EVALUATION OF THE BID TO DETERMINE EASE OF USE.</p> <p>FAILURE TO SUBMIT THE REQUIRED SAMPLES MAY RESULT IN DISQUALIFICATION OF BID.</p> <p>Please provide a vendor point of contact: Name: Frank Moser Phone: 800.533.7052 ext. 613 Fax: 615.255.3030</p> <p>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</p> <p>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.</p> <p>VENDOR'S TELEPHONE NO: 800-533-7052 VENDOR'S FAX NO: 615-255-2400</p>				
TMS					

DEPARTMENT OF HEALTH AND HUMAN SERVICES**Substance Abuse and Mental Health Services Administration****Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies**

AGENCY: Substance Abuse and Mental Health Services Administration, HHS.
ACTION: Notice.

SUMMARY: The Department of Health and Human Services (HHS) notifies Federal agencies of the laboratories currently certified to meet the standards of Subpart C of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines). The Mandatory Guidelines were first published in the *Federal Register* on April 11, 1988 (53 FR 11970), and subsequently revised in the *Federal Register* on June 9, 1994 (59 FR 29908), on September 30, 1997 (62 FR 51118), and on April 13, 2004 (69 FR 19644).

A notice listing all currently certified laboratories is published in the *Federal Register* during the first week of each month. If any laboratory's certification is suspended or revoked, the laboratory will be omitted from subsequent lists until such time as it is restored to full certification under the Mandatory Guidelines.

If any laboratory has withdrawn from the HHS National Laboratory Certification Program (NLCP) during the past month, it will be listed at the end, and will be omitted from the monthly listing thereafter.

This notice is also available on the Internet at <http://workplace.samhsa.gov> and <http://www.drugfreeworkplace.gov>.

FOR FURTHER INFORMATION CONTACT: Mrs. Giselle Hersh or Dr. Walter Vogl, Division of Workplace Programs, SAMHSA/CSAP, Room 2-1035, 1 Choke Cherry Road, Rockville, Maryland 20857; 240-276-2600 (voice), 240-276-2610 (fax).

SUPPLEMENTARY INFORMATION: The Mandatory Guidelines were developed in accordance with Executive Order 12564 and section 503 of Pub. L. 100-71. Subpart C of the Mandatory Guidelines, "Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies," sets strict standards that laboratories must meet in order to conduct drug and specimen validity tests on urine specimens for Federal agencies. To become certified, an applicant laboratory must undergo three rounds of performance testing plus an on-site inspection. To maintain that

certification, a laboratory must participate in a quarterly performance testing program plus undergo periodic, on-site inspections.

Laboratories which claim to be in the applicant stage of certification are not to be considered as meeting the minimum requirements described in the HHS Mandatory Guidelines. A laboratory must have its letter of certification from HHS/SAMHSA (formerly: HHS/NIDA) which attests that it has met minimum standards.

In accordance with Subpart C of the Mandatory Guidelines dated April 13, 2004 (69 FR 19644), the following laboratories meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

ACL Laboratories, 8901 W. Lincoln Ave., West Allis, WI 53227, 414-328-7840/800-877-7016, (Formerly: Bayshore Clinical Laboratory)
 ACM Medical Laboratory, Inc., 160 Elmgrove Park, Rochester, NY 14624, 585-429-2264
 Advanced Toxicology Network, 3560 Air Center Cove, Suite 101, Memphis, TN 38118, 901-794-5770/888-290-1150
 Aegis Analytical Laboratories, Inc., 345 Hill Ave., Nashville, TN 37210, 615-255-2400
 Baptist Medical Center-Toxicology Laboratory, 9601 I-630, Exit 7, Little Rock, AR 72205-7299, 501-202-2783, (Formerly: Forensic Toxicology Laboratory Baptist Medical Center)
 Clinical Reference Lab, 8433 Quivira Road, Lenexa, KS 66215-2802, 800-445-6917
 Diagnostic Services, Inc., dba DSI, 12700 Westlinks Drive, Fort Myers, FL 33913, 239-561-8200/800-735-5416
 Doctors Laboratory, Inc., 2906 Julia Drive, Valdosta, GA 31602, 229-671-2281
 DrugScan, Inc., P.O. Box 2969, 1119 Mearns Road, Warminster, PA 18974, 215-674-9310
 Dynacare Kasper Medical Laboratories*, 10150-102 St., Suite 200, Edmonton, Alberta, Canada T5J 5E2, 780-451-3702/800-661-9876
 ElSohly Laboratories, Inc., 5 Industrial Park Drive, Oxford, MS 38655, 662-236-2609
 Express Analytical Labs, 3405 7th Ave., Suite 106, Marion, IA 52302, 319-377-0500
 Gamma-Dynacare Medical Laboratories,* A Division of the Gamma-Dynacare Laboratory Partnership, 245 Pall Mall Street, London, ONT, Canada N6A 1P4, 519-679-1630

General Medical Laboratories, 36 South Brooks St., Madison, WI 53715, 608-267-6225

Kroll Laboratory Specialists, Inc., 1111 Newton St., Gretna, LA 70053, 504-361-8989/800-433-3823, (Formerly: Laboratory Specialists, Inc.)

Kroll Scientific Testing Laboratories, Inc., 450 Southlake Blvd., Richmond, VA 23236, 804-378-9130, (Formerly: Scientific Testing Laboratories, Inc.)

Laboratory Corporation of America Holdings, 7207 N. Gessner Road, Houston, TX 77040, 713-856-8288/800-800-2387

Laboratory Corporation of America Holdings, 69 First Ave., Raritan, NJ 08869, 908-526-2400/800-437-4986, (Formerly: Roche Biomedical Laboratories, Inc.)

Laboratory Corporation of America Holdings, 1904 Alexander Drive, Research Triangle Park, NC 27709, 919-572-6900/800-833-3984, (Formerly: LabCorp Occupational Testing Services, Inc., CompuChem Laboratories, Inc.; CompuChem Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory; Roche CompuChem Laboratories, Inc., A Member of the Roche Group)

Laboratory Corporation of America Holdings, 10788 Roselle St., San Diego, CA 92121, 800-882-7272, (Formerly: Poisonlab, Inc.)

Laboratory Corporation of America Holdings, 550 17th Ave., Suite 300, Seattle, WA 98122, 206-923-7020/800-898-0180, (Formerly: DrugProof, Division of Dynacare/Laboratory of Pathology, LLC; Laboratory of Pathology of Seattle, Inc.; DrugProof, Division of Laboratory of Pathology of Seattle, Inc.)

Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671, 866-827-8042, 800-233-6339, (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center)

Marshfield Laboratories, Forensic Toxicology Laboratory, 1000 North Oak Ave., Marshfield, WI 54449, 715-389-3734/800-331-3734

MAXXAM Analytics Inc.,* 6740 Campobello Road, Mississauga, ON, Canada L5N 2L8, 905-817-5700, (Formerly: NOVAMANN (Ontario), Inc.)

MedTox Laboratories, Inc., 402 W. County Road D, St. Paul, MN 55112, 651-636-7466/800-832-3244

MetroLab-Legacy Laboratory Services, 1225 NE 2nd Ave., Portland, OR 97232, 503-413-5295/800-950-5295
 Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory 1 Veterans Drive,