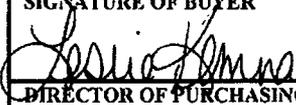




NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://content.oa.mo.gov/purchasing-materials-management>

CONTRACT NUMBER C312084001	CONTRACT TITLE Laboratory Services, Drug Testing
AMENDMENT NUMBER Amendment #003	CONTRACT PERIOD January 31, 2015 through January 30, 2016
REQUISITION NUMBER NR 931 YYY15708030	VENDOR NUMBER 6804181670 0
CONTRACTOR NAME AND ADDRESS MICROGENICS CORPORATION 46360 FREMONT BLVD FREMONT CA 94588	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Toxicology Laboratory 689 Highway O Fulton, MO 65251
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the contract. All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Leslie Kemna	BUYER CONTACT INFORMATION Email: leslie.kemna@oa.mo.gov Phone: (573) 751-4887 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE September 3, 2014
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  Karen Boeger	



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://content.oa.mo.gov/purchasing-materials-management>

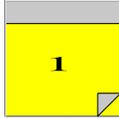
CONTRACT NUMBER C312084001	CONTRACT TITLE Laboratory Services, Drug Testing
AMENDMENT NUMBER Amendment #002	CONTRACT PERIOD January 31, 2014 through January 30, 2015
REQUISITION NUMBER NR 931 YYY14709018	VENDOR NUMBER 6804181670 0
CONTRACTOR NAME AND ADDRESS MICROGENICS CORPORATION 46360 FREMONT BLVD FREMONT CA 94588	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Toxicology Laboratory 689 Highway O Fulton, MO 65251
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the contract. All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Megan Howser	BUYER CONTACT INFORMATION Email: megan.howser@oa.mo.gov Phone: (573) 751-1686 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8/21/13
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT James Miluski	



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C312084001	CONTRACT TITLE Laboratory Services, Drug Testing
AMENDMENT NUMBER Amendment #001	CONTRACT PERIOD January 31, 2013 through January 30, 2014
REQUISITION NUMBER NR 931 YYY123709039	VENDOR NUMBER 6804181670 0
CONTRACTOR NAME AND ADDRESS MICROGENICS CORPORATION 46360 FREMONT BLVD FREMONT CA 94588	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Toxicology Laboratory 689 Highway O Fulton, MO 65251
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the contract. All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Megan Howser	BUYER CONTACT INFORMATION Email: megan.howser@oa.mo.gov Phone: (573) 751-1686 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 10/17/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT James Miluski	



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

SOLICITATION NUMBER B3Z12084	CONTRACT TITLE Laboratory Services, Drug Testing
CONTRACT NUMBER C312084001	CONTRACT PERIOD January 15, 2012 through January 30, 2013
REQUISITION NUMBER NR 931 YYY12709136	VENDOR NUMBER 6804181670 0
CONTRACTOR NAME AND ADDRESS Microgenics Corporation 46360 Fremont Blvd Fremont, CA 94538	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Toxicology Laboratory 689 Highway O Fulton, MO 65251
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Microgenics Corporation in response to B3Z12084 is accepted in its entirety.	
BUYER Stacia Dawson	BUYER CONTACT INFORMATION Email: Stacia.Dawson@oa.mo.gov Phone: (573) 522-3052 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 12/23/11
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT James Miluski	

Pricing page and renewal pricing can be found on pages 33 & 34.

MICROGENICS CORPORATION
A Thermo Fisher Scientific Company
Response to Request for Proposal

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
TOXICOLOGY LABORATORY

ORIGINAL

Laboratory Services
Proposal for Drug Testing
RFP # B3Z12084

Due Date: 11/30/11 2:00 P.M.

November 29, 2011

Stacia Dawson
State of Missouri
DPMM
301 West High Street, RM 630
Jefferson City, MO 65101-1517

Regarding RFP #: B3Z12084

Dear Ms. Dawson:

Thank you for the opportunity to once again participate in your RFP process for the Missouri Department of Correction's Toxicology Laboratory.

We are currently your vendor for items and services in listed this RFP. Our attached proposal description is to leave the existing analyzers, water systems and eLab/Quick Lab LIS Data Management System in place with some minor hardware and software upgrades. This will enable us to reduce our pricing and provide your organization the continued use of the existing equipment without interruption of your Toxicology Laboratory's workflow and productivity.

The existing products that we have been providing meet and/or exceed the specifications outlined in the RFP. We believe that our proposal with its associated benefits, such as, continued up time, unnecessary retraining of personnel, no interruptions due to replacement of existing equipment and other associated learning curves for your laboratory personnel, and more competitive prices is the best solution we at Microgenics, a part of Thermo Fisher Scientific, can provide.

Again, thank you for this opportunity.

Sincerely,



Terry Walser
Sales Representative, Microgenics Products
Thermo Fisher Scientific
405-850-2342

ThermoFisher
SCIENTIFIC

STATE OF MISSOURI

Department of Corrections
Toxicology Laboratory

Laboratory Services
Drug Testing
RFP # B3Z12084

DUE: 11/30/2011

2 PM

Microgenics Corporation
A Thermo Fisher Scientific Company
46360 Fremont Blvd., Fremont, CA 94538 USA
Tel: 001-510-979-5000 • Fax: 001-510-979-5002
Customer/Technical Service 1-800-232-3342

1	Microgenics Response
2	References Personnel Qualifications
3	Price List
4	Business Proposal
5	Executive Summary
6	Contact Information
7	Cross Reactivity Tables
8	Microgenics Product Literature



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z12084
TITLE: Laboratory Services, Drug Testing
ISSUE DATE: 11/9/11

REQ NO.: NR 931 YYY12709136
BUYER: Stacia Dawson
PHONE NO.: (573) 522-3052
E-MAIL: Stacia.Dawson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 11/30/11 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: January 15, 2012 through January 30, 2013

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Correction
Toxicology Laboratory
689 Highway O
Fulton, MO 65251

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/05/11). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Microgenics Corporation
MAILING ADDRESS 46360 Fremont Blvd.
CITY, STATE, ZIP CODE Fremont, CA 94538

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Microgenics Corporation
IRS FORM 1099 MAILING ADDRESS 46360 Fremont Blvd.
CITY, STATE, ZIP CODE Fremont, CA 94538

CONTACT PERSON Terry Walser		EMAIL ADDRESS jennifer.amason@thermofisher.com	
PHONE NUMBER 405-850-2342		FAX NUMBER 510-979-5485	
TAXPAYER ID NUMBER (TIN) 68-0418167	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 68041816700	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE November 29, 2011	
PRINTED NAME Parisa Khosropour		TITLE Vice President/General Manager	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of laboratory services, drug testing as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - K
- 6) Terms and Conditions

1.2 Background Information:

1.2.1 A previous contract has existed for the services being obtained via this RFP. A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z06202 or the contract number C306202001 when searching for these documents.

1.2.2 Drug test kits purchased under the current contract during the fiscal year 2010 are as follows:

	THC	Cocaine	Amph.	Opiate	Benzo	Barb	PCP	Creat.	Oxi	pH	Propox.	EtG	Methadone
500 mL kit	12	11	11	11	7	6	9	12	13	2	6	9	7

Drug	Tests Performed Per Year (2010)
THC 50 ng/ml	113,688
Cocaine 300 ng/ml	104,214
PCP 25 ng/ml	85,266
Opiate 300 ng/ml	104,214
Benzodiazepines 200 ng/ml	66,318
Amphetamines 1,000 ng/ml	104,214
Methadone Metabolite	66,318
Barbiturates 200 ng/ml	56,844
EtG	85,266
Propoxyphene	56,844
Creatinine	113,688
Oxidants	136,110
pH	10,470

- 1.2.3 The current computer system in the laboratory consists of seven (7) workstations with four (4) network printers, six (6) barcode printers, and one server. Operating systems is Windows XP pro. Data acquisition systems is QuikLab.
- 1.2.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

2.1.1 The contractor shall provide laboratory services and equipment for the Department of Corrections (hereinafter referred to as the state agency), to enable the testing for the presence of drugs and their metabolites in the specimens from Probation and Parole, Institutions, Drug Programs, employees and offenders from various institutions (hereinafter referred to as donor).

- a. The contractor shall perform the services at the state agency facility located at Missouri Department of Corrections Toxicology Laboratory, 689 Highway O, Fulton, Missouri.

2.1.2 The contractor shall either provide the services directly or shall provide a person who must comply with the requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include the person(s) provided by the contractor.

2.1.3 The contractor shall perform all services in accordance with the provisions and requirements stated herein to the sole satisfaction of the state agency.

2.2 Equipment and Software Requirements:

2.2.1 Biochemical Analyzers – By no later than 10 calendar days after the effective date of the contract, the contractor shall provide and/or install two (2) biochemical analyzers for the laboratory in accordance with the following:

- a. The biochemical analyzers must be either (1) new, (2) factory refurbished, or (3) the same equipment already being used by the state agency. All biochemical analyzers provided by the contractor must have a service agreement to cover the biochemical analyzers for all repairs, parts, and maintenance at no additional charge to the state agency.

- b. The equipment shall meet and exceed the standards listed below. In the event the state agency's standards change, the Division of Purchasing and Materials Management will amend the contract to revise the following standards.

- 1) Random or stat access, specimens or test selective analysis with bar code reader capability.
- 2) Analysis rate must be a minimum of thirty-two hundred (3,200) photometric tests per hour by two biochemical analyzers. Both biochemical analyzers must be able to fit into a 231 foot by 62 foot space.
- 3) Testing capabilities for the following drugs and/or their metabolites at the specified detection levels:

✓	THC	20 or 25 ng/ml & 50 ng/ml
✓	Cocaine	300 ng/ml
✓	PCP	25 ng/ml
✓	Opiate	300 ng/ml and 2000 ng/ml
✓	Benzodiazepines	200 ng/ml and 300 ng/ml
✓	Barbiturates	200 ng/ml and 300 ng/ml
✓	Amphetamines/Class of Drug	1,000 ng/ml and 500 ng/ml
✓	Methadone Metabolite	300 ng/ml
✓	EtG	ng/ml not specified
✓	Oxycodone	100 ng/ml and 300 ng/ml
✓	Propoxyphene	ng/ml not specified

- 4) Testing capabilities for the following validity tests:
 - ✓ Creatinine
 - ✓ Specific Gravity
 - ✓ pH
 - ✓ Oxidant
 - 5) Daily maintenance completion time of less than thirty (30) minutes.
 - 6) User selective calibration intervals with calibration required no more than once daily.
 - 7) Built-in daily and cumulative quality control system. Must be able to monitor the tests run daily for each reagent. This should include a sum of each reagent used daily.
 - 8) No additional special air, heating, and/or cooling requirements. The water filtration system for the analyzer shall be provided and installed by the contractor. The water filtration system must be able to fit into a space 68 inches in length by 30 inches in depth by 34 inches height.
 - 9) Printout capability to provide a listing of the specimen identification, test type, and results in raw data form and reporting form.
 - 10) The marijuana (THC) reagent and cocaine reagent must not cross-react with any over-the-counter medications or prescription medication except for Dronabinol/Marinol.
 - 11) Provide any appropriate software and hardware updates to equipment that may arise or occur during the life of the contract.
 - 12) In the event any damage occurs in the state agency's laboratory during the removal of and/or installation of equipment, the contractor shall be responsible for repair or replacement of any and all damage.
- c. Upon installation of the biochemical analyzers, not currently being used by the state agency, the contractor shall provide initial training at the state agency laboratory for all state agency personnel using the biochemical analyzers. Additionally, if the state agency determines a need, the contractor shall provide training of the biochemical analyzers on an annual basis to a minimum of four (4) state agency personnel in the operations, routine calibration, and operator maintenance of equipment. The contractor may provide the additional training at either the state agency laboratory or at the manufacturer of the biochemical analyzer's site.
- 1) If the training is not provided at the state agency laboratory, the contractor shall be responsible for all costs associated with providing the training, including travel, meals, lodging, etc. for the state agency personnel.
- d. The contractor shall provide manufacturer's recommended routine inspections, preventative maintenance, and repairs for the (1) biochemical analyzer by a manufacturer's authorized services representative and (2) the water filtration system (s) by an authorized service representative.

2.2.2 External Data Acquisition System - By no later than thirty (30) calendar days after the effective date of the contract, the contractor shall provide and install an external data acquisition system, including server, workstations, barcode printers, and software, for the (1) state agency's use in the issuance of tests to be performed, (2) reporting of data to the state agency, and (3) monthly reporting of data to the state agency. The external data acquisition system shall be web-based and accessible by designated state agency personnel at the state agency laboratory.

- a. By no later than thirty (30) calendar days after the effective date of the contract, the contractor shall establish an interface between the contractor's data acquisition system and the state agency's existing database, and update any changes in the state agency's database. The contractor shall not change the database but shall provide updates for the QuikLab software located on the state agency server. For informational purposes, the state agency utilizes an OP II/AS400 with AS/400 operating system. The database is DB/400. Currently, laboratory data is maintained using Quiklab and the state agency prefers to retain the current software.
 - 1) The contractor shall comply with the following computer system requirements, regarding the capabilities of the external data acquisition system provided by the contractor. Additionally, the contractor shall be in compliance with the state agency laboratory information technologies standards, rules, and regulations for the external data acquisition system. The state agency will provide the contractor with the standards, rules, and regulations upon request by the contractor.
 - The contractor shall ensure that the State of Missouri has the ability to transfer data to donor files on the OP II/AS400 and future Missouri Correction Integrated System (MOCIS) and to transfer data from donor files on the current OP II/AS400 and future MOCIS system to the contractor's data acquisition system.
 - The contractor shall work with state agency's OA/ITSD (Office of Administration-Information Technology Services Division) Network staff to establish and implement network connectivity and security between the laboratory data system (analyzer, raw data printer, and data acquisition software system) and the OP II/AS400 and future MOCIS system.
 - The contractor shall ensure that the state agency shall be able to transfer data information from the external data acquisition system(s) to donor files on the state agency's current AS/400 and DB/400 files system and future MOCIS system. In addition, the contractor shall ensure that the state agency can pull data from the current AS/400 and DB/400 system and future MOCIS system and historical files to the contractor's data acquisition system.
 - The contractor shall work with state agency programmers to ensure that test data information can be collected in the current OP II/AS400 (DB2/DB400) and future MOCIS system and can be shared with OPII users.
 - The contractor shall follow state agency OA/ITSD OPII guidelines for developing file layouts. Files shall be compatible with the current AS/400, Query 400, SOL 400 or current system capability to retrieve historical data as needed. All systems must also be able to interface with the state agency's future MOCIS system.
 - 2) The contractor shall provide support for all software as well as all necessary instrumentation for the data acquisition processing including, but not limited to including, the following:
 - Bi-directional real time and batch processing interface.
 - Data input through interface.
 - Display and printer for raw data reports.
 - Windows-based software must be compatible with a Windows interfaced system.
 - Remote technical support for data acquisition and the analyzers.
 - Bar code printers for six (6) network terminals.
 - 3) If the data acquisition system provided by the contractor is not compatible with the laboratory data previously maintained using Quiklab, the contractor must transfer or convert all state agency laboratory data from the Quiklab software to the data acquisition system provided by the contractor and/or to the current OPII/AS400 and future MOCIS system. Within thirty (30) calendar days of effective date of contract, the contractor shall establish links and a working interface with such data so that all information and data from the existing data base can be

extracted for the issuing of tests to be performed, for the reporting of data to the submitting institution or probation office, and for monthly reporting of data to the state agency.

- 4) The contractor's data acquisition system must include the ability to export data into a Microsoft Excel file and to import data from multiple file formats including Microsoft Excel files and comma delimited text files.
 - 5) The data acquisition system must be able to have three (3) databases in which to store offender data, employee data and history, separately.
- b. The contractor must provide reports similar to what are currently utilized by the state agency laboratory. The reports must include but not be limited to (1) accession number, (2) donor number, (3) donor last name, (4) donor first name, (5) control number, (6) test date, (7) state agency facility, (8) date collected, (9) requesting party, (10) drugs tested for, (11) results and reference range, and (12) contain an area to place comments for each drug tested and a whole comment section.

2.3 Additional Requirements:

- 2.3.1 The contractor shall provide all sample cups, test tubes, cuvettes, repair parts, bar code labels, sample transport racks, cleaning solutions, and any item specific to the analyzer operation.
- 2.3.2 The contractor shall provide reagents, calibrators and controls with the following requirements:
- a. Shelf life with a minimum of six (6) months from date of delivery to the state agency and
 - b. Stability, after opening, with a minimum of four (4) weeks.
- 2.3.3 The contractor shall provide calibrators and controls for each test kit at no additional cost to the state agency.
- 2.3.4 The contractor shall provide, at a minimum, reagent for testing the presence of the following drugs and/or their metabolites in urine samples:
- a. THC
 - b. Cocaine
 - c. PCP
 - d. Opiate
 - e. Benzodiazepine
 - f. Barbiturates
 - g. Amphetamines/Class of Drug
 - h. Methadone Metabolite
 - i. EtG
 - j. Propoxyphene
 - k. Oxycodone
- 2.3.5 The contractor shall provide a maximum of one (1) test kit per month or twelve (12) kits per year to allow for troubleshooting instrument or reagent problems, which require additional calibrating and controls.
- 2.3.6 The contractor shall ensure that the number of tests per kit meet the specified tests per kit indicated on the Pricing Page of the contract. If the kit yield is less than what the contractor states the test kit to be, the contractor shall immediately reconcile the issue with additional test kits. The Division of Purchasing and Materials Management will amend the contract to match the tests per kit. If the product, product number or kit yield changes, the contractor shall notify the state agency within thirty (30) calendar days after discrepancy is discovered.

- 2.3.7 At the request of the state agency, the contractor shall provide emergency services, by a manufacturer's authorized services representative, so that testing services do not have a down-time in excess of twenty-four (24) hours.
- 2.3.8 The contractor shall provide twenty-four (24) hour technical assistance (toll-free number preferred).
- 2.3.9 The contractor shall install and make operational all equipment necessary to perform tests, as not to significantly interrupt routine testing. Installation will be coordinated through the state agency. The contractor shall perform validation for both new equipment and assays, and provide this information to the state agency.
- 2.3.10 The contractor shall install and make operational all equipment necessary to meet occupational safety and health standards.
- 2.3.11 The contractor shall provide adequate uninterrupted power supply (batter back-up) for all equipment that the contractor provides at the state agency's laboratory.
- 2.3.12 The contractor shall understand and agree that the actual times at which the contractor's services shall be performed shall be mutually agreed upon between the contractor and the state agency.
- 2.3.13 On a monthly, quarterly, and annual basis, the contractor shall provide an Executive Summary report spreadsheet that must include but not be limited to Institutions, Treatment Centers Zones, Field Service offices, Districts and Community Release Centers sorted by Random, Target, Assessment, Treatment and Other, Validity Results, total number of samples, and total number of positive results by individual drug(s).
- 2.3.14 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.4 State Agency Requirements:

- 2.4.1 The state agency will provide and maintain facility space, electrical/water hookups, and an internet connection.
- 2.4.2 The state agency will attempt to provide reasonable security for the contractor's equipment and personnel while on the state agency's property.
- 2.4.3 For quality assurance performance, the state agency will maintain an accession log inclusive of all testing performed on donor samples.
- a. The state agency will log all calibrators and reagent controls in accordance with manufacturer's specifications.
 - b. The state agency will document any troubleshooting tests and notify the contractor of any equipment malfunctions and/or difficulties encountered.

2.5 Invoicing and Payment Requirements:

- 2.5.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 2.5.2 The contractor shall submit an invoice to the state agency for each order. Invoices shall be generated for each purchase order and sent to the following address:

Missouri Department of Corrections-Toxicology Laboratory
Attn: Toxicology Business Office of Administration
PO Box 70
Fulton, MO 65251

- a. Testing Services:

- 1) For any test provided and reported where the test is listed on the Pricing Page, the contractor shall invoice in accordance with the firm, fixed price per kit stated on the Pricing Page(s) and discounted by the percentage stated on the Pricing Page(s).
- 2) For any test provided and reported that is not listed on the Pricing Page but is listed in the contractor's price file or catalog, the contractor shall invoice in accordance with the firm, fixed price per kit stated in the contractor's price file or catalog and discounted by the percentage stated on the Pricing Page(s).

- 2.5.3 After receipt of approved invoices and approval of services by the state agency, the contractor shall be paid for invoiced services.

- a. Testing Services:

- 1) For any test provided and reported where the test is listed on the Pricing Page, the contractor shall not be paid more than the firm, fixed price per kit stated on the Pricing Page(s) discounted by the percentage stated on the Pricing Page(s)
- 2) For any test provided and reported that is not listed on the Pricing Page but is listed in the contractor's price file or catalog, the contractor shall not be paid more than the firm, fixed price per kit stated in the price file or catalog discounted by the percentage stated on the Pricing Page(s).

- 2.5.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

- 2.5.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

- 2.5.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

- 2.5.7 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

2.5.8 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

2.6 Other Contractual Requirements:

2.6.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.6.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.6.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 2.6.4 *Termination* - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.6.5 *Transition* -
- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
 - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
 - 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 2.6.6 *Contractor Liability* - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

- 2.6.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its donors, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- a. The insurance coverage shall include but not necessarily be limited to general liability and appropriate professional liability, etc. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and that the State of Missouri is protected as an additional insured.
 - b. The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement naming the State of Missouri as an additional insured/loss payee, endorsement by representatives of the insurance company, etc.
 - c. In the event any insurance coverage is canceled, the state agency must be notified immediately.
- 2.6.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
 - d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.6.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such

specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.6.10 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.6.11 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.6.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the

contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.6.13 Property of State – The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

2.6.14 Confidentiality -

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.6.15 Contractor Equipment Use:

- a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.6.16 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.

- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

2.7 Business Associate Provisions:

- 2.7.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
 - a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

- 2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
 - 3) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - 4) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 5) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 6) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 7) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
 - 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
 - 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 10) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
 - d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

2.7.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

2.7.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard.
 - 4) Encryption of any transmission of electronic communication containing protected health information or use of equivalent safeguard.
 - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by

another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;

- 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

2.7.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

2.7.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

2.7.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 3.1.2 When submitting a proposal, the offeror should include four (4) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".
- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
 - b. Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
 - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The proposal should be page numbered.
 - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 3.1.4 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.

- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

- a. Cost 90 points
- b. Experience, Reliability, and Expertise of Personnel 40 points
- c. Method of Performance 60 points
- d. MBE/WBE Participation 10 points

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.4 Evaluation of Cost:

3.4.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

3.4.2 The objective evaluation of cost shall be based upon the price per test, multiplied by the number of tests performed during fiscal year 2010 as stated in the background section of this RFP for each drug or adulterant. A quantity of one will be used for each test for which fiscal year 2010 quantities are unavailable. The objective evaluation of cost will be for the original contract period and renewal option periods.

- a. The evaluation of cost will include the original and any potential renewal periods.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (90)}}{\text{Assigned Cost Points}}$$

- c. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.5 Evaluation of Offeror's Experience, Reliability, and Expertise of Proposed Personnel

3.5.1 Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

- a. Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.
- b. Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.
 - 1) If information about current and/or previous experiences is not identified in the proposal or a sufficient number of experiences are not provided, the Division of Purchasing and Materials Management may request such information. If requested, the Division of Purchasing and Materials Management must receive the information by no later than the date specified by the Division of Purchasing and Materials Management at the time of the request. However, the offeror is cautioned that failure to submit the necessary information may have an adverse impact on the subjective evaluation of the offeror's proposal and the State of Missouri is under no obligation to request the information.
 - 2) As part of the evaluation process, the State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror. The offeror shall agree and understand that the State of Missouri is not obligated to contact the offeror's references.

- 3.5.2 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- a. Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. If additional personnel resources are available, the offeror may provide information for such personnel by completing Exhibit D.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
 - b. Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
 - c. Licenses - The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 3.6 **Evaluation of Method of Performance** - Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP, including the offeror's proposed price list or catalog for performing additional services. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.6.1 Description of Proposed Services - Exhibit E is provided for the offeror's use in providing information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, each paragraph within the Contractual Requirements may be addressed by writing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.
- 3.7 **Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**
- 3.7.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.7.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.7.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{matrix} \text{Maximum} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{Evaluation points} \\ \text{(10)} \end{matrix} = \begin{matrix} \text{Assigned} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{points} \end{matrix}$$

3.7.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment** - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit F, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate** - The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that

the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO).

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.7.5 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.7.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://oa.mo.gov/o eo/>

3.8 Miscellaneous Submittal Information:

3.8.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

- 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit F, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhindustries.com> and <http://www.alphapointe.org>
- d. Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

3.8.2 Missouri Service-Disabled Veteran Business Preference - Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Exhibit H, Missouri Service-Disabled Veteran Business Preference with the proposal. If the proposal does not include the completed Exhibit H and the documentation specified on Exhibit H in accordance with the instructions provided therein, no preference points will be applied.

3.8.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the

services requested herein. The offeror should complete applicable portions of Exhibit I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit I must be submitted prior to an award of a contract.

3.8.4 The offeror should complete and submit Exhibit J, Miscellaneous Information.

3.8.5 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE

4.1 Pricing:

- 4.1.1 Kit Pricing: The offeror shall provide a firm, fixed price for each of the following by identifying the product number for each kit proposed, the minimum number of tests that can be run with each kit, a price per test and firm, fixed price per kit for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price(s). (C/S code 94940)

The Discount Percentage stated shall also apply to the prices stated in the following table.

Drug	Concentration	Product #	Minimum Number of Tests Per Kit	Price Per Test	Line Item	Price Per Kit
THC	20 or 25 ng/ml	0186	9444	\$0.170	001	\$1605.00
THC	50 ng/ml	0186	9444	\$0.170	002	\$1605.00
Cocaine	300 ng/ml	0056	9444	\$0.170	003	\$1605.00
PCP	25 ng/ml	0161	9444	\$0.170	004	\$1605.00
Opiate	300 ng/ml	0136	9444	\$0.170	005	\$1605.00
Opiate	2,000 ng/ml	0136	9444	\$0.170	006	\$1605.00
Benzodiazepines	200 ng/ml	0040	9444	\$0.170	007	\$1605.00
Benzodiazepines	300 ng/ml	0040	9444	\$0.170	008	\$1605.00
Amphetamines	500 ng/ml	0018	9444	\$0.170	009	\$1605.00
Amphetamines	1,000 ng/ml	0018	9444	\$0.170	010	\$1605.00
Methadone Metabolite	300 ng/ml	100116	9444	\$0.170	011	\$1605.00
Barbiturates	200 ng/ml	0226	9444	\$0.170	012	\$1605.00
Barbiturates	300 ng/ml	0226	9444	\$0.170	013	\$1605.00
EtG	1,000 ng/ml	10011226	9444	\$0.750	014	\$7083.00
Propoxyphene	300 ng/ml	0433	9444	\$0.170	015	\$1605.00
Oxycodone	100 ng/ml	100249	9444	\$0.240	016	\$2266.00
Oxycodone	300 ng/ml	100249	9444	\$0.240	017	\$2266.00
Adulterant						
Creatinine		1797	9444	\$0.100	018	\$944.00
Specific Gravity		1194	8530	\$0.100	019	\$853.00
Oxidants		10009958	10438	\$0.100	020	\$1043.00
pH		100054	10438	\$0.100	021	\$1043.00

- 4.1.2 Price List or Catalog: The offeror shall provide a price list or catalog of tests. The Price List or Catalog should disclose size of reagents, minimum tests per kit, and firm, fixed price per kit. The price must include calibrator and controls for running these reagents.

- 4.1.3 Discount Percentage: The offeror shall state a firm, fixed percentage discount off the prices stated above and the prices provided in the offeror's price list or catalog. The offeror shall understand and agree that the percentage discount quoted must remain firm and unchanged for all potential contract periods. C/S Code: 94942

Line Item 022 Various % Discount

4.2 **Renewal Option Pricing** - The offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the *original* contract price, not against the previous year's price. A cumulative calculation shall not be utilized.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + <u>0</u> %	or	Original Price - _____ %
Second Renewal Period	Original Price + <u>0</u> %	or	Original Price - _____ %
Third Renewal Period	Original Price + <u>0</u> %	or	Original Price - _____ %
Fourth Renewal Period	Original Price + <u>0</u> %	or	Original Price - _____ %

~ *Do not complete both a maximum increase and a minimum decrease for the same renewal period.* ~

EXHIBIT A**OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.
- c. Provide a list of and a short summary of information regarding the offeror's current contracts/clients.
- d. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.
- e. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- f. Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

Please see the attached Executive Summary

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Please see attached References

Offeror Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Contact Person Verifying Information

Date of Signature

EXHIBIT C**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

Key Personnel remains the same with exception of Terry Walser who replaces Jim Nolte as your main point of contact for the remainder of this contract. Please see the attached Personnel Qualifications.

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Drug testing equipment, reagents, procedures	
✓ Training personnel on biochemical analyzers	
Describe the person's planned duties/role proposed herein:	

EXHIBIT D

PERSONNEL EXPERTISE SUMMARY

(Complete this Exhibit for any additional personnel not included on previous Exhibit. Resumes may also be provided)

Not Applicable

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT E**METHOD OF PERFORMANCE**

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

Please refer to the Executive Summary and Business Proposal Included with our response.

1. Provide specific information on proposed equipment, i.e. reagents, analyzer, water filtration system.
2. Provide specific information on new data acquisition system, specifically addressing compatibility with existing operating system, transferring the existing data, reporting capabilities, and installation and implementation.
3. Provide training methods and location.
4. Describe how offeror's personnel will be trained to stay abreast of technological advances and changes in the field.
5. Economic Impact to Missouri - the offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
6. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
 - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.
7. Along with a detailed organizational chart, the offeror should describe the following:
 - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.

EXHIBIT F
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
1. N/A	N/A %	N/A
2.	%	
3.	%	
4.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE
1. N/A	N/A %	N/A
2.	%	
3.	%	
4.	%	
Total WBE Percentage:	%	

EXHIBIT F-continued
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Commitment Table

By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1. N/A	N/A
2.	

EXHIBIT H
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the offeror's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

N/A

Service-Disabled Veteran's Name (Please Print)

N/A

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

N/A

Missouri Address of Service-Disabled Veteran Business

EXHIBIT J
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A -- CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT J, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box G.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Microgenics Corporation MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Andrea Vinson
Authorized Business Entity Representative's
Name (Please Print)


Andrea Vinson
Authorized Business Entity
Representative's Signature

Microgenics Corporation
Business Entity Name

November 29, 2011
Date

andrea.vinson@thermofisher.com
E-Mail Address

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

- ✓ - Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ✓ - Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;

AND

- ✓ - Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT J, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Andrea Vinson as Director of HR first being duly sworn on my oath, affirm Microgenics Corporation is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Microgenics Corporation does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Andrea Vinson
Printed Name

Director of HR
Title

November 29, 2011
Date

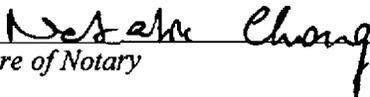
andrea.vinson@thermofisher.com
E-Mail Address

2315
E-Verify Company ID Number

Subscribed and sworn to before me this 29 of November. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Alameda State of
(NAME OF COUNTY)

California, and my commission expires on Sept. 13, 2012
(NAME OF STATE) (DATE)


Signature of Notary

Nov. 29, 2011
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Alameda

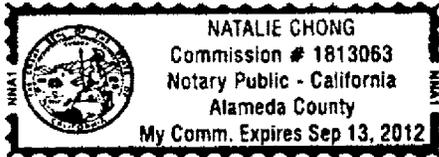
On Nov. 29, 2011 before me, Natalie Chong, Notary

personally appeared Andrea Vinson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Natalie Chong

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contract

Document Date: Nov. 29, 2011 Number of Pages: 49

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer — Title(s):
Individual
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER Top of thumb here

Signer Is Representing:

Signer's Name:

- Corporate Officer — Title(s):
Individual
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER Top of thumb here

Signer Is Representing:

EXHIBIT J, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT K**MISCELLANEOUS INFORMATION****Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Describe and provide details:				

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	N/A
In what office/agency are they employed?	N/A
Employment Title:	N/A
Percentage of ownership interest in offeror's organization:	N/A %

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.

- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

1. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 10-05-11

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Employment Eligibility Verification

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Company Information

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Client Company Name: Thermo Fisher Scientific Inc.

Client ID Number: 217299

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 81 Wyman Street

Address 2:

City: Waltham

State: MA

Zip Code: 02454

County: MIDDLESEX

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 42209186

Total Number of Employees: 100 to 499

Parent Organization:

Administrator:

Organization Designation:

Client Company Category: Federal Contractor without FAR E-Verify Clause



Last Login

03:27 PM - 06/24/2011

Log Out

User ID

AERL3046

Welcome

Alex Erlam

Company ID Number: 43808
Client Company ID Number: 217299

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), Thermo Fisher Scientific Inc. (Employer), and Vertical Screen, Inc. (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

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- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the

E-Verify



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period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

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secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance

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monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Institutions of higher education, State, local and tribal governments and

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sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

- d. **Verification of all employees:** Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- e. **Form I-9 procedures for Federal contractors:** The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

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2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the

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photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

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PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.

E-Verify



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- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

Thermo Fisher Scientific Inc. (Employer) hereby designates and appoints **Vertical Screen, Inc.** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **Thermo Fisher Scientific Inc.** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify



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Approved by:

Employer Thermo Fisher Scientific Inc.

John A. Rice
Name (Please Type or Print)

John A. Rice
Signature

ASSISTANT SECRETARY
Title

JUNE 3, 2009
Date

Designated Agent Vertical Screen, Inc.

Alex Erlam
Name (Please Type or Print)

Electronically Signed
Signature

General Counsel
Title

06/01/2009
Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Signature

Title

Date

Company ID Number: 43808
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Information Required For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: Thermo Fisher Scientific Inc.

Company Facility Address: 81 Wyman Street

Waltham, MA 02454

County or Parish: MIDDLESEX

Employer Identification
Number: 042209186

North American Industry
Classification Systems
Code: 333

Parent Company: _____

Number of Employees: 100 to 499

EXHIBIT B

PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	Microgenics Corporation
Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	Advanced Toxicology Network
Address of Reference Company/Client:	3560 Air Center Cove, Suite 101 Memphis, TN 38118
Reference Contact Person Name, Phone #, and E-mail Address:	Lance Presley, PhD Lab Director 888-290-1150 lancepresley@atnlabs.com
Title/Name of Service/Contract	Contract Number: 5400480-0
Dates of Service/Contract:	
Size of Service such as: <input checked="" type="checkbox"/> Number of Individuals Being Served <input checked="" type="checkbox"/> Total Annual Value/Volume	- Roughly 1,000 clients - Monthly volume approximately 65,000 specimens/month or 7,500,000 tests/year
Size of Service/Contract (in terms of offeror's total amount of business)	\$7,000,000 annualized
Description of Services Performed, such as: <input checked="" type="checkbox"/> Population Served <input checked="" type="checkbox"/> Type of Services Performed <input checked="" type="checkbox"/> Geographic Area Served <input checked="" type="checkbox"/> Offeror's specific duties and strategic objective	- Pre-employment, Correctional, Treatment Agencies, Pain Clinics, Methadone Clinics - Toxicology Reference Laboratory - Nationwide - National Toxicology Reference Laboratory
Personnel Assigned to Service/Contract (include position title):	John DeMuth , Sales Representative; Angela Miller , National Field Service Manager
Attach sample of results/work, if applicable	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature from original contract award still applies.

Signature of Reference Contact Person

Date of Signature

EXHIBIT B

PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	Microgenics Corporation
Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	Clinical Reference Lab
Address of Reference Company/Client:	8433 Quivira Road, Lenexa, KS 66215
Reference Contact Person Name, Phone #, and E-mail Address:	Contact: Mike Stogner Phone: 913-693-1193 email: stognerm@crlcorp.com
Title/Name of Service/Contract	Toxicology Manager, Urinalysis Toxicology Drug Screening
Dates of Service/Contract:	Since August 1999
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	>= \$1MM in annual sales
Size of Service/Contract (in terms of offeror's total amount of business)	<= 10% of total US sales
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	>= 6M Test Samples are performed using the DRI reagents on the Bayer Analyzer
Personnel Assigned to Service/Contract (include position title):	Jim Nolte , Corporate Accounts Supervisor Angela Miller , National Field Service Manager
Attach sample of results/work, if applicable	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature from original contract award still applies.

Signature of Reference Contact Person

Date of Signature

EXHIBIT B

PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	Microgenics Corporation
Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	UCSF School of Medicine
Address of Reference Company/Client:	UCSF Box 0812 San Francisco, CA 94143-0812
Reference Contact Person Name, Phone #, and E-mail Address:	Contact: Jean Branch Phone: 415-206-3542 email: jean.branch@ucsf.edu
Title/Name of Service/Contract	Urinalysis Toxicology Drug Screening
Dates of Service/Contract:	Since April 2003
Size of Service such as: <input checked="" type="checkbox"/> Number of Individuals Being Served <input checked="" type="checkbox"/> Total Annual Value/Volume	>= \$50,000 in annual sales
Size of Service/Contract (in terms of offeror's total amount of business)	<= 10% of total US sales
Description of Services Performed, such as: <input checked="" type="checkbox"/> Population Served <input checked="" type="checkbox"/> Type of Services Performed <input checked="" type="checkbox"/> Geographic Area Served <input checked="" type="checkbox"/> Offeror's specific duties and strategic objective	>= 40,000 Test Samples are performed using the DRI reagents on the Bayer Analyzer
Personnel Assigned to Service/Contract (include position title):	Rashid Hussain, Sales Representative; Angela Miller, National Field Service Manager
Attach sample of results/work, if applicable	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature from original contract award still applies.

Signature of Reference Contact Person

Date of Signature

EXHIBIT B

PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	Microgenics Corporation
Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	Doctors Laboratory, Inc.
Address of Reference Company/Client:	2906 Julia Drive, Valdosta GA 31602
Reference Contact Person Name, Phone #, and E-mail Address:	Richard E. Struempler 229-671-2225 rstruempler@doctorslabinc.com
Title/Name of Service/Contract	Urinalysis Toxicology Drug Screening
Dates of Service/Contract:	Since October 1999
Size of Service such as: <input checked="" type="checkbox"/> Number of Individuals Being Served <input checked="" type="checkbox"/> Total Annual Value/Volume	>= \$100,000 in annual sales
Size of Service/Contract (in terms of offeror's total amount of business)	<= 10% of total US sales
Description of Services Performed, such as: <input checked="" type="checkbox"/> Population Served <input checked="" type="checkbox"/> Type of Services Performed <input checked="" type="checkbox"/> Geographic Area Served <input checked="" type="checkbox"/> Offeror's specific duties and strategic objective	>= 800,000 Test Samples are performed using the DRI reagents on the Bayer Analyzer
Personnel Assigned to Service/Contract (include position title):	John DeMuth, Sales Representative; Angela Miller, National Field Service Manager
Attach sample of results/work, if applicable	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature from original contract award still applies.

Signature of Reference Contact Person

Date of Signature

EXHIBIT B

PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	Microgenics Corporation
Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	Alere Toxicology Services
Address of Reference Company/Client:	1111 Newton Street Gretna, LA 70053
Reference Contact Person Name, Phone #, and E-mail Address:	Dr. David Green (504) 361-8989 #68237 David.Green@ALERE.com
Title/Name of Service/Contract	Laboratory Director
Dates of Service/Contract:	1996 to present
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	Number of Clients over 10,000 Estimated annual volume 2.4 million samples
Size of Service/Contract (in terms of offeror's total amount of business)	>1 million
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	Substance abuse testing Nationwide Provider of Reagents
Personnel Assigned to Service/Contract (include position title):	Jim Nolte , Corporate Accounts Supervisor; Angela Miller , National Field Service Manager
Attach sample of results/work, if applicable	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature from original contract award still applies.

Signature of Reference Contact Person

Date of Signature

Personnel Qualifications

We would like to present the Microgenics Contract Team:

Terry Walser is our Sales Representative who will be responsible for establishing pricing based on your volumes. He has approximately 35 years as a professional sales representative in the laboratory diagnostics industry. He holds BS in Biological Sciences degree. Terry is available to discuss the administration of your contract and represents Microgenics Corporation in all contract and pricing negotiations.

Linda Nishimoto is our Co-Project Manager who will serve as the Process and Implementation Project Manager. Her function will be to partner with Terry in overseeing the fulfillment of the awarded contract.

Angela Miller is our National Field Service Manager and has extensive experience in all aspects of technical service. Angela has working knowledge of a variety of automated clinical chemistry analyzers including Siemens Advia, Hitachi, Abbott Aeroset, Olympus, Cobas Mira, and our MGC240 benchtop analyzer.

Vladimira Kufinec is our Manager of Technical Service. She is an experienced service-oriented technical consultant who is an expert in the medical diagnostic industry. She has highly developed problem-solving abilities.

Our technical service staff will be available to...

- Provide technical information about CEDIA and DRI products
- Install a menu of Microgenics assays on your chemistry analyzer(s)
- Train your staff on how to run Microgenics assays
- Assist in your validation and correlation studies
- Answer questions on product performance and assay results
- Provide continuing technical support to ensure uninterrupted uptime of your laboratory's use of Microgenics products

Siemens Diagnostics is a subcontractor for the instruments that will be utilized upon award of this bid.

ELab Service Consultants is a subcontractor for the Laboratory Instrument Management System that will be installed with the Bayer Advia 2400 instrument.

Siemens Water Systems (formerly USFilter) is a subcontractor for the water filter systems that will be utilized with the Siemens Advia 2400 instruments.

SECTION V Catalog Price Addendum

Microgenics Corporation
 A Part of Thermo Fisher Scientific
 46360 Fremont Boulevard Fremont, CA 94543
 Technical/Customer Service: 800 232-3342

Customer: Tox Lab

Primary Instrument: Bayer Advia 2400

Annual Testing Volume:

1,103,400

DRI DRUGS OF ABUSE PRODUCTS

DRI DRUGS OF ABUSE ASSAYS

Cat #	Product Description	Kit Size (mL)	# Test/Kit	\$/Kit
0017	Amphetamine	100	1,825	\$ 419.00
0018	Amphetamine	500	9,444	\$ 1,605.00
0225	Barbiturate	100	1,825	\$ 419.00
0226	Barbiturate	500	9,444	\$ 1,605.00
0039	Benzodiazepine	100	1,825	\$ 419.00
0040	Benzodiazepine	500	9,444	\$ 1,605.00
0185	Cannabinoid (THC)	100	1,825	\$ 419.00
0186	Cannabinoid (THC)	500	9,444	\$ 1,605.00
0055	Cocaine Metabolite	100	1,825	\$ 419.00
0056	Cocaine Metabolite	500	9,444	\$ 1,605.00
0394	Cotinine	100	1,825	\$ 908.00
0395	Cotinine	500	9,444	\$ 3,479.00
100075	Ecstasy	100	1,825	\$ 966.00
100076	Ecstasy	500	9,444	\$ 3,705.00
0037	Ethyl Alcohol	100	1,825	\$ 419.00
0038	Ethyl Alcohol	500	9,444	\$ 1,605.00
10011297	Kit ETG 68mL **	68	1,216	\$ 1,322.00
10011226	Kit ETG 500mL **	500	9,444	\$ 7,083.00
100115	Methadone Metab (EDDP)	100	1,825	\$ 419.00
100116	Methadone Metab (EDDP)	500	9,444	\$ 1,605.00
0596	Methadone	100	1,825	\$ 419.00
0597	Methadone	500	9,444	\$ 1,605.00
0514	Methaqualone	100	1,825	\$ 419.00
0515	Methaqualone	500	9,444	\$ 1,605.00
0135	Opiate	100	1,825	\$ 419.00
0136	Opiate	500	9,444	\$ 1,605.00
100248	Oxycodone	68	1,216	\$ 692.00
100249	Oxycodone	500	9,444	\$ 3,705.00
0160	Phencyclidine	100	1,825	\$ 419.00
0161	Phencyclidine	500	9,444	\$ 1,605.00
0432	Propoxyphene	100	1,825	\$ 419.00
0433	Propoxyphene	500	9,444	\$ 1,605.00

DRI DAU CONTROLS

0170	THC Urine 40ng Ctrl	5		\$ -
0168	THC Urine 60ng Ctrl	5		\$ -
1401	Kit THC 40ng 25ml Ctrl	25		\$ -
1402	THC Urine 60ng Ctrl	25		\$ -
1404	THC Urine 125ng Ctrl	25		\$ -
0212	THC Urine 125ng Ctrl	5		\$ -
0214	THC Urine 75ng Ctrl	5		\$ -
0239	Alcohol 50mg Ctrl	5		\$ -
0243	Alcohol 300mg Ctrl	5		\$ -
0460	Low Cotinine Ctrl	5		\$ -
0470	High Cotinine Ctrl	5		\$ -
100254	Oxycodone Control 100 C/O	2x10		\$ -
100255	Oxycodone Control 300 C/O	2x10		\$ -

DRI DAU CALIBRATORS

Cat #	Product Description	Kit Size (mL)	# Test/Kit	\$/Kit
0034	Low Urine Cal	5		\$ -
0036	High Urine Cal	5		\$ -
1609	Opiate Cal 1	25		\$ -
1610	Opiate Cal 3	25		\$ -
0235	THC Urine Cal 20ng	5		\$ -
1397	THC Urine Cal 20ng	25		\$ -
0042	THC Urine Cal 50ng	5		\$ -
1398	THC Urine Cal 50ng	25		\$ -
0044	THC Urine Cal 100ng	5		\$ -
1399	THC Urine Cal 100ng	25		\$ -
0206	THC Urine Cal 200ng	5		\$ -
1400	THC Urine Cal 200ng	25		\$ -
1664	Neg Urine Cal	10		\$ -
1388	Neg Urine Cal	25		\$ -
1588	MD Urine Cal 1	10		\$ -
1589	MD Urine Cal 1	25		\$ -
1591	MD Urine Cal 2 Low	10		\$ -
1592	MD Urine Cal 2 Low	25		\$ -
1594	MD Urine Cal 3	10		\$ -
1595	MD Urine Cal 3	25		\$ -
1597	MD Urine Cal 4 High	10		\$ -
1598	MD Urine Cal 4 High	25		\$ -
0311	Alcohol Neg Cal	5		\$ -
1405	Alcohol Neg Cal	25		\$ -
0241	Alcohol Cal 100mg	5		\$ -
1406	Alcohol Cal 100mg	25		\$ -
0404	Cotinine Cal Kit	6x5		\$ -
100117	Kit Metd Mtb Cal 150	10		\$ -
100118	Kit Metd Mtb Cal 300	10		\$ -
100120	Kit Metd Mtb Cal 1000	10		\$ -
100122	Kit Metd Mtb Cal 2000	10		\$ -
100079	Ecstasy 1000ng/mL Cal	10		\$ -
100080	Ecstasy 750ng/mL Cal	10		\$ -
100081	Ecstasy 500ng/mL Cal	10		\$ -
100082	Ecstasy 250ng/mL cal	10		\$ -
100250	Oxycodone Cal 100ng	10		\$ -
100251	Oxycodone Cal 300ng	10		\$ -
100252	Oxycodone Cal 500ng	10		\$ -
100253	Oxycodone Cal 1000ng	10		\$ -
10011207	ETG Neg Cal **	25		\$ -
10011208	ETG 100ng/ml Calibrator **	10		\$ -
10011210	ETG 500ng/ml Calibrator **	10		\$ -
10011212	ETG 1000ng/ml Calibrator **	10		\$ -
10011213	ETG 2000ng/ml Calibrator **	10		\$ -
10012135	KIT ETG CTRL 375**	25		\$ -
10012136	KIT ETG CTRL 625**	25		\$ -
10012137	KIT ETG CTRL 750**	25		\$ -
10012138	KIT ETG CTRL 1250**	25		\$ -

** ETG Products for Research Use Only

ThermoFisher
 SCIENTIFIC

Customer Signature/Date: _____

Date printed: 11/29/2011

SECTION V Catalog Price Addendum

Microgenics Corporation
 A Part of Thermo Fisher
 46360 Fremont Boulevard Fremont, CA 94555
 Technical/Customer Service: 800.255.2552

Customer: Tox Lab

Primary Instrument: Bayer Advia 2400

Annual Testing Volume:

1,103,400

CEDIA DRUGS OF ABUSE PRODUCTS

CEDIA DRUGS OF ABUSE ASSAYS

Cat #	Product Description	Kit Size (mL)	# Test/Kit	\$/Kit
100104	Amph/Ecstasy TSC	54	939	\$ 231.00
100103	Amph/Ecstasy MCC	65	1,159	\$ 266.00
100040	Amph-Ecstasy LC	500	9,444	\$ 1,605.00
100084	Barbiturate TSC	54	939	\$ 231.00
100093	Barbiturate MCC	65	1,159	\$ 266.00
1661213	Barbiturate LC	500	9,444	\$ 1,605.00
100085	Benzodiazepine TSC	54	939	\$ 231.00
100094	Benzodiazepine MCC	65	1,159	\$ 266.00
1775561	Benzodiazepine LC	500	9,444	\$ 1,605.00
100190	Buprenorphine TSC	54	939	\$ 534.00
100240	Buprenorphine MCC	65	1,159	\$ 614.00
100086	Cocaine TSC	54	939	\$ 231.00
100095	Cocaine MCC	65	1,159	\$ 266.00
1661230	Cocaine LC	500	9,444	\$ 1,605.00
100107	Heroin Metab TSC	54	939	\$ 638.00
100108	Heroin Metab MCC	65	1,159	\$ 734.00
100186	Heroin Metab LC	500	9,444	\$ 4,428.00
1732137	LSD SC	18	115	\$ 115.00
100088	Methadone TSC	54	939	\$ 231.00
100097	Methadone MCC	65	1,159	\$ 266.00
1730916	Methadone LC	500	9,444	\$ 1,605.00
100087	Methadone Metab TSC	54	939	\$ 231.00
100096	Methadone Metab MCC	65	1,159	\$ 266.00
1868217	Methadone Metab LC	500	9,444	\$ 1,605.00
100089	Opiate TSC	54	939	\$ 231.00
100098	Opiate MCC	65	1,159	\$ 266.00
1661248	Opiate LC	500	9,444	\$ 1,605.00
100099	Opiate 2k MCC	65	1,159	\$ 266.00
1815296	Opiate 2K LC	500	9,444	\$ 1,605.00
100172	PCP TSC	54	939	\$ 231.00
100173	PCP MCC	65	1,159	\$ 266.00
1815784	PCP LC	500	9,444	\$ 1,605.00
100170	Propoxyphene TSC	54	939	\$ 231.00
100171	Propoxyphene MCC	65	1,159	\$ 266.00
1661523	Propoxyphene LC	500	9,444	\$ 1,605.00
100091	THC TSC	54	939	\$ 231.00
100100	THC MCC	65	1,159	\$ 266.00
1661256	THC LC	500	9,444	\$ 1,605.00

MAS TOXICOLOGY CONTROLS

DOAT	MAS DOATotal Level	Kit Size	# Test/Kit	\$/Kit
DOAT-1	MAS DOATotal Level 1	6x18		\$ -
DOAT-2	MAS DOATotal Level 2	6x18		\$ -
DOAT-3	MAS DOATotal Level 3	6x18		\$ -
DOAT-4	MAS DOATotal Level 4	6x18		\$ -
DOAT-5	MAS DOATotal Level 5	6x18		\$ -
DOAT-6	MAS DOATotal Level 6	6x18		\$ -
DOAT-MP	MAS DOATotal MP	6x18		\$ -

CEDIA DAU CALIBRATORS

Cat #	Product Description	Kit Size (mL)	# Test/Kit	\$/Kit
100031	Heroin Metab Cut off Cal	5		\$ -
100034	Heroin Metab High Cal	5		\$ -
1557416	Negative Cal	5		\$ -
1661388	Negative Cal	15		\$ -
1730401	MD Primary Cal Clin c/o	5		\$ -
1815326	MD Primary Cal 2K	5		\$ -
1815334	MD Primary Cal 2K	15		\$ -
1730428	MD Secondary Cal	5		\$ -
1730517	MD Secondary Cal	15		\$ -
1730380	MD Intermed Cal	5		\$ -
1732218	MD Intermed Cal	15		\$ -
1730398	MD High Cal	5		\$ -
1732226	MD High Cal	15		\$ -
1732153	LSD Cut off Cal	5		\$ -
1732161	LSD Intermed Cal	5		\$ -
1732196	LSD High Cal	5		\$ -
1662848	PPx/Mtd Cutoff Cal	5		\$ -
1662856	PPx/Mtd Intermed Cal	5		\$ -
1662864	PPx/Mtd High Cal	5		\$ -
1557505	THC 25 Cal	15		\$ -
1557513	THC 50 Cal	15		\$ -
1557521	THC 75 Cal	15		\$ -
1557530	THC 100 Cal	15		\$ -
1557548	THC 150 Cal	15		\$ -
100241	Kit Bup Cal 0ng/mL	1x7.5		\$ -
100242	Kit Bup Cal 5ng/mL	1x5		\$ -
100243	Kit Bup Cal 20ng/mL	1x5		\$ -
100244	Kit Bup Cal 50ng/mL	1x5		\$ -
100245	Kit Bup Cal 75ng/mL	1x5		\$ -

CEDIA DAU CONTROLS

1661086	THC 25 Control Set	2x15		\$ -
1661078	THC 50 Control Set	2x15		\$ -
1661060	THC 100 Control Set	2x15		\$ -
1815440	Specialty Control Set	3x5		\$ -
1868934	Opiate 2K High Control	15		\$ -
100246	Kit Bup Control	2x5		\$ -

DAU SPECIALTY PRODUCTS

127680	Beta-Glucuronidase Enzyme	5		\$ 262.00
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CEDIA/DRI MULTI-DRUG DAU CONTROL SETS

100200	Kit MD Primary Ctrl	3x5		\$ -
100201	Kit MD Clinical Ctrl	3x5		\$ -
100202	Kit MD Select Ctrl	3x5		\$ -
100069	Kit MD Ctrl Optional	2x5		\$ -

SECTION V Catalog Price Addendum

Microgenics Corporation
 A Part of Thermo Fisher Scientific
 46360 Fremont Boulevard Fremont, CA 9453
 Technical/Customer Service: 800 232-3342

Customer: Tox Lab

Primary Instrument: Bayer Advia 2400

Annual Testing Volume: 1,103,400

CEDIA ORAL FLUIDS TESTING PRODUCTS

10010888	THC OFT (MCC)	65	242	\$	242.00
10011936	Methamphetamine OFT (MCC)	65	293	\$	315.00
10011932	Amphetamine OFT (MCC)	65	293	\$	315.00
10014740	Cocaine OFT (MCC)	65	293	\$	315.00
10010659	Opiate OFT (MCC)	65	293	\$	315.00
10010665	PCP OFT (MCC)	65	293	\$	315.00
10014734	Cocaine OFT (TSC)	51	240	\$	240.00
10010612	Opiate OFT (TSC)	51	240	\$	240.00
10010619	PCP OFT (TSC)	51	240	\$	240.00
10010883	THC OFT (TSC)	51	185	\$	240.00
10011931	Amphetamine OFT (TSC)	51	240	\$	240.00
10011934	Methamphetamine OFT (TSC)	51	240	\$	240.00

10010915	THC OFT Ctrl Set	2 x 10 mL		\$	-
10011941	Methamphetamine OFT Ctrl Set	2 x 10 mL		\$	-
10011945	Multi-Drug OFT Ctrl Set	2 x 15 mL		\$	-

** Oral Fluid Products for Criminal Justice/Forensic Use Only

CEDIA/DRI ORAL FLUIDS CALIBRATOR SETS

10010911	THC OFT Negative Cal	1 x 10 mL		\$	-
10011938	Methamphetamine OFT Negat	1 x 10 mL		\$	-
10011943	Multi-Drug OFT Cutoff Cal	1 x 10 mL		\$	-
10011944	Multi-Drug OFT High Cal	1 x 10 mL		\$	-
10011942	Multi-Drug OFT Negative Cal	1 x 20 mL		\$	-
10010912	THC OFT Cutoff (1.0 ng/mL) C	1 x 5 mL		\$	-
10010914	THC OFT High (10.0 ng/mL) C	1 x 5 mL		\$	-
10011939	Methamphetamine OFT Cutoff	1 x 5 mL		\$	-
10011940	Metham OFT High (200 ng/mL)	1 x 5 mL		\$	-
10014729	Oral Fluid Collection Device	25pk		\$	55.00

DRI ADULTERATION PRODUCTS

DRI Adulteration Assays				
Cat #	Product Description	(mL)	# Test/Kit	\$/Kit
1194	Gravity-Detect	2x500	8,530	\$ 852.00
100054	pH-Detect	2x500	10,438	\$ 1,043.00
1797	Creatinine Detect	500	9,444	\$ 944.00
10009958	General Oxidant	2x500	10,438	\$ 1,043.00

DRI Adulteration Controls and Calibrators				
Cat #	Product Description	(mL)	# Test/Kit	\$/Kit
1754	Low Gravity Cal	25		\$ -
1755	High Gravity Cal	25		\$ -
1756	Level 1 Gravity Ctrl	25		\$ -
1757	Level 2 Gravity Ctrl	25		\$ -
100272	Kit Creat Cal 2&20mg/dL	2x25		\$ -
100273	Kit Creat Ctrl 1.3mg/dL	25		\$ -
100274	Kit Creat Ctrl 7.5mg/dL	25		\$ -
100275	Kit Creat Ctrl 23mg/dL	25		\$ -
100283	Kit pH Detect Cal 3 & 11	2x25		\$ -
100282	Kit pH Detect Ctrl 3.6	25		\$ -
100284	Kit pH Detect Ctrl 7	25		\$ -
100285	Kit pH-Di pH 10	25		\$ -
100281	Kit pH Detect Ctrl 11.5	25		\$ -
10009971	General Oxidant Cal Set (0, 200 ng/	2x25		\$ -
10009972	General Oxidant Control Set (100, 3	2x25		\$ -

DRI SERUM TOXICOLOGY

DRI TOX Assays				
Cat #	Product Description	Kit Size (mL)	Test/Kit	\$/Kit
1086	Acetaminophen	25,8	206	\$ 172.00
0911	Barbiturate	25,8	206	\$ 172.00
0920	Benzodiazepine	25,8	206	\$ 172.00
0977	Salicylate	25	216	\$ 181.00
1128	Tricyclics	25,8	206	\$ 172.00

DRI Toxicology Calibrators and Controls				
Cat #	Product Description	Kit Size (mL)	Test/Kit	\$/Kit
1091	Acetaminophen Cal Kit	1x5,5x2		\$ -
0980	Salicylate Cal Kit	1x5,1x2		\$ -
0962	Serum Tox Negative Cal	10		\$ -
0963	Serum Tox MD Cal 1	5		\$ -
0965	Serum Tox MD Cal 2	5		\$ -
0967	Serum Tox MD Cal 3	5		\$ -
0976	Serum Tox MD Cal 4	5		\$ -
10011608	MAS Serum Tox Control	2x5x3		\$ -

MGC 240 Instrument Consumables				
Cat #	Product Description	Kit Size (mL)	Test/Kit	\$/Kit
20-07-0126	Cuvette Reaction			\$ 399.00
20-22-0396	Bottle Reagent 60 mL			\$ 37.00
SP2061	Bottle Reagent 40 mL			\$ 32.00
20-22-0395	Bottle Reagent 20 mL			\$ 29.00
10009118	Paper Roll ThrmI			\$ 38.00
10010235	Plastic Test Tubes 8.5mL			\$ 40.00
10010582	Sample Cups Hitachi			\$ 31.00
100282	Kit Acid Wash 500mL			\$ 58.00
100263	Kit Base Wash 500mL			\$ 51.00

Business Proposal

**State of Missouri
Laboratory Services, Drug Testing
Request for Proposal (RFP)**

Scope of Proposal

Microgenics Corporation is pleased to present our response to State of Missouri's RFP for Laboratory Services, Drug Testing. It is with great anticipation that we look forward to the opportunity to continue a relationship with State of Missouri.

Microgenics is proposing no change to the current equipment already in place, which consists of (2) automated analyzers, water systems; and a data management system. We are only providing you with reduced pricing for the immunoassay reagents. Controls, calibrators, and consumables necessary to operate the analyzers; maintenance of the analyzers; and training will continue to be provided at no additional charge.

Pricing is firm for the duration of the contract to include the optional renewal periods.

1. Instrumentation and Reagents

Microgenics will ensure that the currently installed equipment will meet or exceed the requirements stated herein to accurately and efficiently analyze specimens over the life of this contract.

The following products are available from Microgenics:

Drugs of Abuse		
6-Acetylmorphine (6-AM)	Cotinine (Nicotine)	Methaqualone
Amphetamines	Ecstasy	Opiates
Barbiturates	Ethyl Alcohol	Oxycodone
Benzodiazepines	Ethyl Glucuronide (ETG)*	Phencyclidine (PCP)
Buprenorphine	LSD	Propoxyphene
Cannabinoids (THC)	Methadone	
Cocaine Metabolite	Methadone Metabolite (EDDP)	
Adulteration Tests		
Oxidants Detect	Gravity-Detect	
Creatinine Detect	pH-Detect	
Therapeutic Drug Monitoring		
Digoxin	Primidone	Total Thyroxine
Phenobarbital	T Uptake	Cyclosporine
Serum Toxicology		
Acetaminophen	Benzodiazepine (Serum Assay)	Tricyclic Anti-Depressants
Barbiturates (Serum Assay)	Salicylate	

*Pending FDA 510K approval

Microgenics' DRI reagents and assays are a liquid, ready-to-use homogeneous enzyme immunoassay and are intended for the qualitative or semi quantitative determination of drugs in human urine.

The reagents provided by Microgenics will meet Food and Drug Administration (FDA) standards for testing at the prescribed cutoff levels identified in the RFP. Microgenics will supply bio-hazard information as Material Safety Data Sheets for all reagents and ancillary supplies and provide as part of the training specific bio-safety issues regarding specimen and reagent handling.

The assays provide a simple and rapid analytical screening procedure for detecting drugs in urine. The assays provide only a preliminary analytical test result. A more specific chemical method must be used in order to obtain a confirmed analytical result. Gas chromatography/mass spectrometry (GC/MS) is the preferred confirmatory method. Clinical consideration and professional judgment should be applied to any drug of abuse test result, particularly when preliminary positive results are used.

Microgenics' assays use specific antibodies, which can detect drugs in urine with minimal cross-reactivity to various over-the-counter compounds. The assays are based on competition of a drug-labeled enzyme glucose-6-phosphate dehydrogenase (G6PDH). The free drug from the urine sample for a fixed amount of specific antibody binds the drug-labeled G6PDH and the enzyme activity is inhibited. This phenomenon creates a direct relationship between drug concentration in urine and the enzyme activity. The enzyme G6PDH activity is determined spectrophotometrically at 340 nm by measuring its ability to convert nicotinamide adenine dinucleotide (NAD) to NADH.

2. Training

Training is critical to the continued success of the State of Missouri Corrections Department contract - Microgenics is responsible for providing all such training within the terms of this contract at no additional cost.

Microgenics will partner with **the equipment manufacturers** to provide training as follows: (1) Operational - Siemens Advia 2400 instrument training onsite, additional state agency personnel will be trained on-site; (2) Technical - how to use Microgenics' DRI® brand reagents on the Siemens Advia 2400 instrument on-site and (3) Administrative - eLab Consulting will provide training on how to use the data management system on site. In each option year, State of Missouri may request Microgenics to provide on-site training to lab personnel at no cost.

3. Implementation Schedule

No implementation or disruptions will be required since equipment is already installed.

4. Maintenance and Service

Microgenics will provide maintenance and repair service at no cost to the Missouri Department of Corrections. Technical support and maintenance, including preventive service maintenance (PM), will ensure continual proper operation of the currently installed equipment.

a. Technical Service

Our experienced Technical Service team has earned an industry-wide reputation for their accessibility and problem-solving tenacity. They are experts in laboratory technology and are available to assist with technical and product performance 24 hours a day/7 days a week by calling our toll-free number.

Our Field Technical Service professionals will oversee the installation of equipment, product menu installation, staff training, and assistance with validation/correlation studies. Our Field Technical Service team works in tandem with our in-house technical service, customer service and end-user customers to ensure ongoing drug testing operations.

Microgenics will provide 24-hour technical support by telephone.

b. Repairs

Microgenics will provide unlimited visits to equipment installation site and all necessary parts to restore the equipment to manufacturer's operating specifications. A technical representative will be at the installation site within one to two working days after determining that such onsite repair is necessary. Repair service calls will ordinarily be performed during regular business hours, Monday through Friday, excluding holidays, from 8:00 a.m. to 5:00 p.m.

c. Preventive Maintenance (PM)

Microgenics shall perform PM services two times per year from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. All labor, travel and PM parts are included. PMs will be performed at a date mutually agreed upon between Microgenics and customer.

5. Customer Service

Our Customer Service Department is open from 7:00 a.m. to 5:00 p.m. Pacific Time Monday through Friday to process product orders. You may place your order by telephone, fax, e-mail, or US Mail. Emergency orders outside of these business hours may be called into the Microgenics Technical Service Department. Urgent EDI orders should be suppressed in your EDI system and called into our Customer Service Department before 12:00 p.m. Pacific Time for immediate processing. EDI transactions require format validation and set up.

6. Guaranteed Delivery

Product orders are normally shipped Monday through Thursday, within 2 days after receipt of order. Priority overnight service is also offered at no additional fee. Friday shipments for Saturday delivery require special arrangements.

7. Key Personnel

Microgenics designates **Terry Walser, Sales Representative**, to serve as the point-of-contact for the duration of the contract. Terry has extensive experience in effectively managing projects of this nature and is available to discuss and resolve all issues related to contract administration. He will also ensure compliance to the requirements of the contract. **Vladimira Kuflinec** manages our Technical Service group and **Angela Miller** manages our Field Service Engineers that will coordinate the on-site installation with the equipment companies.

Authorized Negotiators

Microgenics represents that the following persons are authorized to negotiate on its behalf with the Missouri Department of Corrections in connection with this solicitation:

Microgenics Corporation
46360 Fremont Blvd.
Fremont, CA 94538
Phone: 1-800-232-3342
Fax: 1-800-829-8115

Federal ID: 68-0418167

Remittance:
7055 Collection Center Dr.
Chicago, IL 66093

Contacts:
Terry Walser, Sales Representative
405-850-2342

Executive Summary

Microgenics is generating much of the industry momentum for bringing new diagnostic assays to the drugs of abuse market place. Understanding and responding to our customer's evolving needs has achieved the focus on these new products.

New Drugs of Abuse Assays added in the past several years:

- DRI® Ecstasy Assay
- DRI® Oxycodone Assay
- CEDIA® Heroin Metabolite Assay
- CEDIA® Amphetamine/Ecstasy Assay
- DRI® Methadone Metabolite Assay
- CEDIA® Buprenorphine Assay
- General Oxidant, Specimen Validity
- DRI® Fentanyl – Pending FDA approval
- CEDIA® Oral Fluid Assays
- DRI® ETG Assay – Pending FDA approval

Supported by one of the strongest research and development programs in the industry, we have leveraged our core technologies to develop two highly compatible product platforms. Our Customers benefit from the synergy offered by multiple technologies in drugs of abuse testing, therapeutic drug monitoring, immunosuppressive drug monitoring, endocrine function diagnosis, standards & controls, and our bench-top analyzer.

Microgenics offers a broad menu of innovative in-vitro immunodiagnostic kits for:

- **Drugs of Abuse Screening**
- **Specimen Validity Testing**
- **Serum Toxicology**
- **Therapeutic Drug Monitoring**
- **Immunosuppressant Diagnostics**
- **Endocrine Assays**
- **MAS® Controls**
- **Instrumentation**

The CEDIA® recombinant technology provides innovative, convenient, and easy-to-use products that offer high sensitivity for measurement of low concentration analytes. Additionally, these products feature linear calibration and consistent lot-to-lot reproducibility. CEDIA is a registered trademark of Roche Diagnostics; however, Microgenics is and always has been the only manufacturer and sole source provider of the CEDIA Drugs of Abuse and TDM product line worldwide.

Today, our proprietary DRI® products are at the leading edge of a new generation of testing solutions offering liquid, ready-to-use reagents with high analytical accuracy while eliminating time-consuming steps in reagent preparation. As new adulterant trends sweep through the testing pool, rely on Microgenics' Detect® line of specimen validity tests. Our products are optimized for a wide range of analyzers and backed by exceptionally responsive technical support.

By understanding and responding to our customer's evolving needs, Microgenics is generating much of the industry momentum for bringing new diagnostic assays to market. Supported by one of the strongest research and development programs in the industry, we have leveraged our core technologies to develop highly compatible product platforms. Our customers benefit from the synergy offered by multiple technologies in drugs of abuse testing, therapeutic drug monitoring, endocrine function, and anemia diagnosis.

Creating Extraordinary Value Through Innovation

A pioneer in the evolution of homogeneous immunoassays while maintaining focus and flexibility, Microgenics' proprietary product menu ranges from custom-packed assays for high-volume laboratories to Specialty Drugs of Abuse products that offer ease of use and reliable results, resulting in Testing Program successes.

Drugs of abuse testing are becoming increasingly complex, making a complete solution all the more valuable. Fast . . . Unequaled specificity . . . Reliable . . . Microgenics offers the most extensive menu for drugs of abuse testing, and we continue to add new DAU assays to offer best-in-class solutions for today's drug screening challenges.

Listening to our customers... Focusing on their specific needs... Delivering custom solutions. This unique approach to product development is an important reason why - in a highly competitive industry - we maintain long-term relationships with our business partners.

Customer Responsive Innovations

A company founded on advanced technology, Microgenics continues to shape the future by working closely with our customers to develop robust and flexible diagnostic tools. Because Microgenics has always set the standard for innovation, our healthcare partners know we will be expanding the boundaries of immunodiagnostics. However, our emphasis is not simply on supplying new technology but applying it intelligently with reliable results.

In our industry, technology is important - but not as important as the people who expand its boundaries. At Microgenics, the emphasis is on creating an organization that encourages and rewards innovation. A stimulating professional environment serves as a powerful magnet, attracting world-class scientists who thrive on tackling challenges. At all levels of involvement, our team members are empowered to apply knowledge creatively thereby producing extraordinary value for our customers. An educated and motivated professional team has helped us achieve a reputation for customer satisfaction and loyalty.

Headquarters

Microgenics Corporation
46360 Fremont Blvd.
Fremont, CA 94538
Tel: 1-800-232-3342

Parent Company

Thermo Fisher Scientific Inc.
81 Wyman Street
Waltham, MA 02454
Tel: 781.622.1000

Organizational Overview

Microgenics is best known for our commitment to the "Value of Innovation", creating a leadership role in the developing and manufacturing of new immunoassays based on customer needs. Our first diagnostic products were marketed in 1986 based on our patented, bioengineered, and nonisotopic technology.

- Microgenics began over 22 years ago, Founded in 1988 as a start-up business in Concord, CA
- 1992 – Purchased by Boehringer Mannheim
- 1998 – Roche purchased Boehringer Mannheim and Microgenics was divested per the FTC
- September 1998 – Microgenics Corporation opened its doors for business
- June 1999 – DRI, a separate company founded in the late 1980's, merged with DRI with Sybron/Apogent Technologies as parent company
- 2000 – CASCO-NERL merged into Microgenics Corporation and moved to our corporate offices
- 2004 – Apogent and Fisher Scientific merged. New parent company: Fisher Scientific
- 2005 – Medical Analysis Systems merged into Microgenics Corporation and moved to our corporate offices
- 2006 – Duke Scientific merged into Microgenics Corporation and moved to our corporate offices
- 2006 – Thermo Electron and Fisher Scientific Stockholders Approve Merger. New parent company: Thermo Fisher Scientific
- 2009 — Seradyn Inc., merged into Microgenics Corporation and moved to our corporate offices
- 2010 — Capitol Vial Inc., transferred the customer service and order fulfillment of their toxicology consumables and supplies to Microgenics.

Microgenics Distribution Channels - Number of Employees

Worldwide manufacturing and distribution centers are located in Fremont, CA.

Domestic Offices:

Employees: 450+

2 Locations: Fremont & Osgood campuses

International Offices:

Employees: 55+

8 Locations World Wide

Company Growth Projections

Microgenics remains focused on the value of innovation by continuing to research, manufacture and distribute a wide range of quality products for human health care. We are the world leaders provide the most extensive product line of Drugs of Abuse Immunodiagnostic reagent kits, calibrators and controls. Our product offering is strengthened by the addition of the latest in CEDIA, DRI, MAS and Duke Scientific products. Microgenics continues to look to add new products to meet the changing needs of our customers. Serving customers through two premier brands, Thermo Scientific and Fisher Scientific, we help solve analytical challenges from routine testing to complex research and discovery. Together, we offer the most convenient purchasing options to customers and continuously advance our technologies to accelerate the pace of scientific discovery, enhance value for customers and fuel growth for shareholders and employees alike.

History of Innovation – Proven Track Record

Microgenics demonstrates a commitment to the drug testing market by offering screening reagents that no other manufacturer offers, such as 6-Acetylmorphine (Heroin Metabolite), Buprenorphine and Oxycodone. Microgenics offers the ability to meet the demands of the ever-changing illicit drug trade and usage in the U.S. This exemplifies our ability to meet the stringent demands of contracts such as the Department of Defense testing program. On a consistent and ongoing basis, **Microgenics is the primary contractor for some of the largest independent SAMHSA laboratories in the U.S.** **Microgenics consistently demonstrates the ability to supply the needs of the federal government's most stringent drug testing programs.** The diversity of government contract awards demonstrates Microgenics' ability to work with a variety of governmental agencies and their drug testing programs.

Microgenics Corporation has been awarded contracts for the Naval Medical Logistics/Department of Defense (DoD) testing laboratories, Department of Veterans Affairs, United States Pretrial and Probation, Georgia Bureau of Investigation, as well as various other local governments/municipalities and large-scale commercial laboratories. In addition, Microgenics has contracts with various criminal justice/drug courts nationally.

Financial Strength and Stability

Microgenics is part of Thermo Fisher Scientific, the world leader in serving science.

Thermo Fisher Scientific (NYSE: TMO) is the world leader in serving science, enabling our customers to make the world healthier, cleaner and safer. With annual sales of more than \$9 billion, we employ 30,000 people and serve over 350,000 customers within pharmaceutical and biotech companies, hospitals and clinical diagnostic labs, universities, research institutions, government agencies as well as environmental and industrial process control settings. Serving customers through two premier brands, Thermo Scientific and Fisher Scientific, we help solve analytical challenges from routine testing to complex research and discovery. Thermo Scientific offers customers a complete range of high-end analytical instruments as well as laboratory equipment, software, services, consumables and reagents to enable integrated laboratory workflow solutions. Fisher Scientific provides a complete portfolio of laboratory equipment, chemicals, supplies and services used in healthcare, scientific research, safety and education. Together, we offer the most convenient purchasing options to customers and continuously advance our technologies to accelerate the pace of scientific discovery, enhance value for customers and fuel growth for shareholders and employees alike. Visit www.thermofisher.com.

We at Microgenics look forward to the opportunity to demonstrate the same high quality products and services in servicing the Missouri Department of Corrections.

Authorized Negotiators

Microgenics represents that the following persons are authorized to negotiate on its behalf with the Missouri Department of Corrections in connection with this solicitation:

Microgenics Corporation
46360 Fremont Blvd.
Fremont, CA 94538
Phone: 1-800-232-3342
Fax: 1-800-829-8115

Federal ID: 68-0418167

Remittance:
7055 Collection Center Dr.
Chicago, IL 66093

Contacts:
Terry Walser, Sales Representative
405-850-2342

MICROGENICS CONTACT INFORMATION

TECHNICAL SERVICE:

For: General product inquiries, troubleshooting, and technical support

Call: 1-800-232-3342, Option 2 then Option 3
Hours: 8:00 a.m. – 5:00 p.m., Monday through Friday Pacific Time
E-Mail: techservice@microgenics.com
Fax: 1-888-527-8001 or 510-979-5420

After Hours: 1-800-232-3342, Option 2, then Option 3, Emergency

ORDERING INFORMATION:

To Order: To order reagents, instrument consumables, or instrument spare parts:
Orders may be placed by phone, fax, or mail. EDI order placements will be available soon.

By Phone: 1-800-232-3342
Press 1 for Customer Service
We do not require written confirmation of a phone order.

Hours: 6:00 a.m. to 5:00 p.m. Monday through Friday Pacific Time

By Fax or E-mail: Please indicate the following information on your purchase order:

Customer Account Number
Purchase Order Number
Shipping Address with Contact Name
Product Catalog Number & Description
Quantity Desired
Contact Person

Toll Free Fax: 1-800-829-8115
E-mail in orders: mgc.customerservice@thermofisher.com
EDI contact: mgc.edi@thermofisher.com

By Mail: Microgenics Corporation
46360 Fremont Boulevard
Fremont, CA 94538 USA
ATTN: Customer Service

EDI: Microgenics offers Electronic Data Interchange (EDI) for order placement, order acknowledgement and invoicing. EDI transactions require a format validation and set up.

DELIVERY TERMS/INFORMATION:

Reagents: All domestic orders are shipped next-day air freight. All international orders are shipped through a pre-assigned freight forwarder.

Shipment: Shipping terms are Free on Board (F.O.B.) destination.

Terms for transportation costs from our facility to customer facility:
Freight is prepaid and added to invoice for payment:

Minimum Orders: We have a minimum order requirement for each order of \$100.00 for either separate or a combination thereof for reagent, consumable, and spare parts orders. All items may be ordered at one time.

Invoice: Payment terms are (NET 30) from date of invoice.

Terms: Net 30.

RETURN GOODS POLICY:

Damaged Goods: Be sure to inspect your shipment immediately upon arrival. Please notify the Microgenics Customer Service Department of any product discrepancy or damage within 10 working days of shipment receipt.

Should there be a need to return a product, Customer Service will issue a "Return Material Authorization" (RMA) number that must be included on the outside of the package of the return product for proper processing.

Product Claims: Failure to use the product as set forth in the product labeling and application sheets can affect performance.

NOTE: Sales are subject to the other terms and conditions on Microgenics invoice. All Sales are final. Returned products require a Return Material Authorization and may be subject to a Re-stocking Fee. Call Microgenics prior to returning any material. Any material returned without proper authorization will not be accepted.

Authorized Negotiators:

Microgenics represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation:

Microgenics Corporation
46360 Fremont Blvd.
Fremont, CA 94538
Phone: 1-800-232-3342
Fax: 1-800-829-8115

Federal ID: 68-0418167

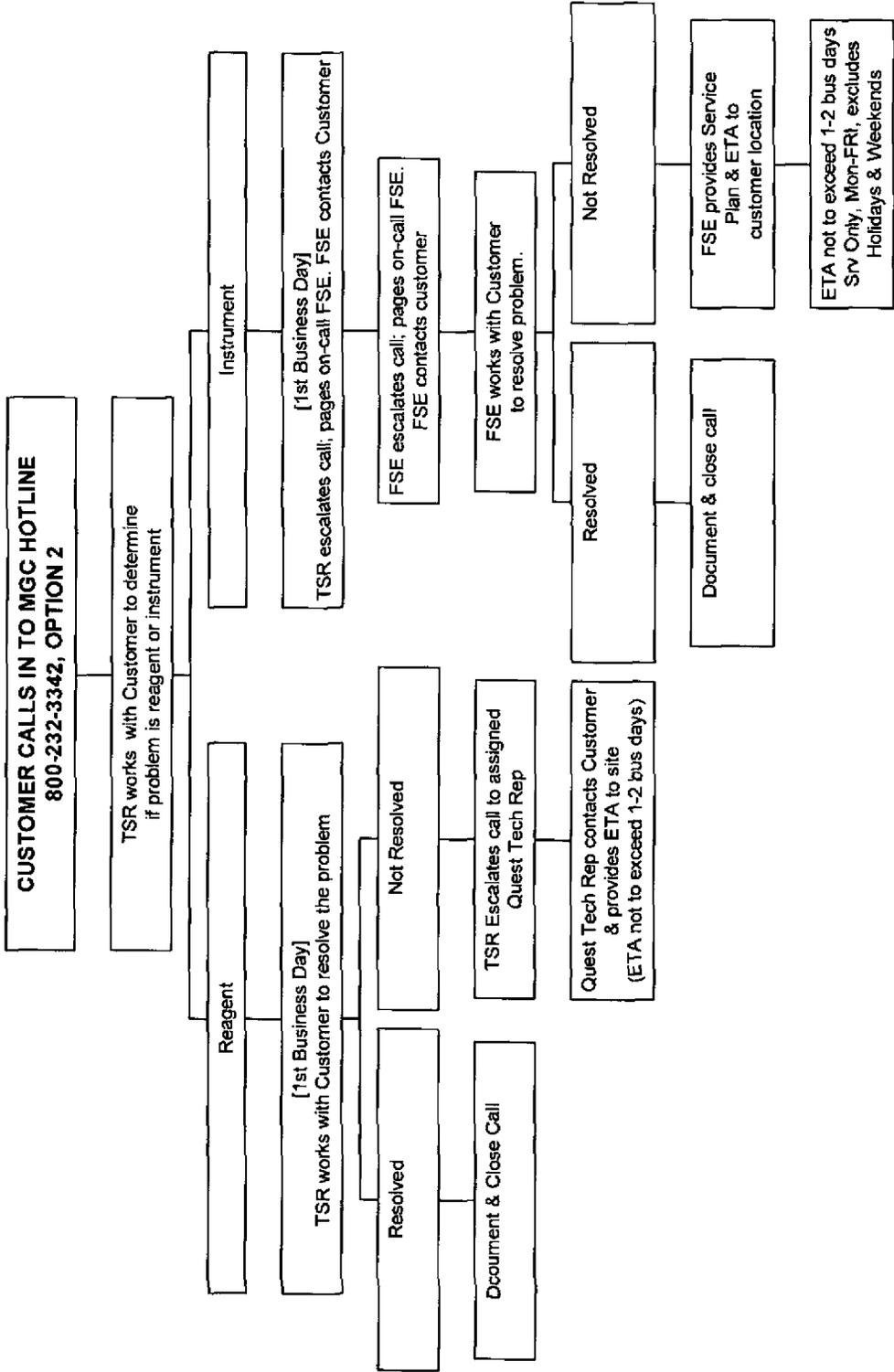
Contacts:

Terry Walser
terry.walser@thermofisher.com
(405) 850-2342 Mobile

Angel Miller, National Field Service Manager
1-800-232-3342, x 5084

Jennifer Amason, Contract Administrator
1-800-232-3342, x 5195

SERVICE RESPONSE



DRI® Amphetamines Cross-Reactivity Tables
For catalog #s 0017 (starting with lot# 56957995) and 0018 (starting with lot# 57270598)

POSITIVE COMPOUNDS

Concentrations of compounds tested that produced a result approximately equivalent to the cutoff calibrator (500 ng/mL)

Positive Compounds	Trade Name	Concentration Tested (ng/mL)
d-Amphetamine		500
d-Methamphetamine		500
Methylenedioxyamphetamine (MDA)		1400
Methylenedioxymethamphetamine (MDMA)		800

NEGATIVE COMPOUNDS

Concentrations of compounds tested that produced a negative result relative to the cutoff calibrator (500 ng/mL)

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Acetaminophen	Anacin, Datri Extra, Liquiprin, Panadol, Temptra, Tylenol	1000000
Acetylsalicylic acid	Aspirin, Bufferin	1000000
l-Amphetamine		12500
Benzoylcegonine		1000000
Benzphetamine	Didrex	20000
Benzylpiperazine		40000
Bupropion	Wellbutrin, Zyban	13000
Caffeine	Coffe-Break, Durivitan, No-Doz, Percoffedrinol N, Pro-Plus, Vivarin	1000000
Cetirizin Dihydrochloride	Zyrtec	1000000
Chlorpromazine	Ormazine, Thorazine	500000
Codeine		1000000
Dextromethorphan	Benylin DM, Delsym, Hold, Perfussin 8 hr, Mediquell, Sucrets	1000000
d-Ephedrine		1000000
d,l-Ephedrine		200000
l-Ephedrine		100000

Negative Compounds	Trade Name	Concentration Tested (µg/mL)
Fenfluramine	Pondimin	1200
Isometheptene		6000
Isoxsuprine	Vasodilan, Voxsuprine	100000
Meperidine	Demerol	1000000
Mephentermine	Wyamine	15000
Methadone	Dolophine	1000000
l-Methamphetamine		3500
Methapyrilene		100000
Methylphenidate	Ritalin	150000
Metronidazole		1000000
Morphine		1000000
Nor-pseudoephedrine		600000
Oxazepam		500000
Phencyclidine		1000000
Phendimetrazine	Bontril, Plegine	40000
Phenethylamine		30000
Phenmetrazine	Preludin	1500
Phenobarbital	Luminal	1000000
Phenothiazine		10000
Phentermine	Adipex, Fastin, Ionamin, Obenix, Obephen, Obermine, Obermine, Obestin, Phentamine	17500
Phenylephrine	Alconefrin, Neo-Synephrine, Rhinall, Sinarest, Vicks Sinex	300000
Phenylpropanolamine		200000
Procainamide		13000
Promethazine	Phenergan	500000
Propranolol	Betachron, Inderal	200000
d-Pseudoephedrine		75000
l-Pseudoephedrine		150000
Ranitidine	Zantac	250000
Scopolamine	Transderm-Scop	35000
Secobarbital	Seconal	1000000
Thioridazine	Mellaril	1000000
Trifluoperazine		1000000
Triflupromazine		1000000
Tyramine		300000

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3-OH-Tyramine		500000
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DRI® Amphetamines Cross-Reactivity Tables
For catalog #s 0017 (starting with lot# 56957995) and 0018 (starting with lot# 57270598)

POSITIVE COMPOUNDS

Concentrations of compounds tested that produced a result approximately equivalent to the cutoff calibrator (1000 ng/mL)

Positive Compounds	Trade Name	Concentration Tested (ng/mL)
d-Amphetamine		1000
Cathinone		500000
d-Methamphetamine		1000
Methcathinone		500000
Methylenedioxyamphetamine (MDA)		2500
Methylenedioxymethamphetamine (MDMA)		1300
Methylmethcathinone	Mephedrone	250000
Isometheptene	Midrin, Duradrin	16000
Phenylethylamine		125000
Tyramine		500000

NEGATIVE COMPOUNDS

Concentrations of compounds tested that produced a negative result relative to the cutoff calibrator (1000 ng/mL)

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Acetaminophen	Anacin, Datri Extra, Liquiprin, Panadol, Temptra, Tylenol	1000000
Acetylsalicylic acid	Aspirin, Bufferin	1000000
l-Amphetamine		12500
Benzoyllecgonine		1000000
Benzphetamine	Didrex	20000
Benzylpiperazine		63000
Bupropion	Wellbutrin, Zyban	50000
Caffeine	Coffe-Break, Durivitan, No-Doz, Percofedrinol N, Pro-Plus, Vivarin	1000000
Cetirizin Dihydrochloride	Zyrtec	1000000
Chlorpheniramine		1000000
Chlorpromazine	Ormazine, Thorazine	500000

Negative Compounds	Trade Name	Concentration Tested (µg/mL)
Codeine		1000000
Dextromethorphan	Benylin DM, Delsym, Hold, Perfussin 8 hr, Mediquell, Sucrets	1000000
d-Ephedrine		2000000
d,l-Ephedrine		700000
l-Ephedrine		350000
Fenfluramine	Pondimin	4000
Hydroxyzine		1000000
Isometheptene		20000
Isoxsuprine	Vasodilan, Voxsuprine	100000
Meperidine	Demerol	1000000
Mephentermine	Wyamine	25000
Methadone	Dolophine	1000000
l-Methamphetamine		10000
Methapyrilene		500000
Methylphenidate	Ritalin	500000
Metronidazole		1000000
Morphine		1000000
Nor-pseudoephedrine		1000000
Oxazepam		500000
Phencyclidine		1000000
Phendimetrazine	Bontril, Plegine	200000
Phenethylamine		100000
Phenmetrazine	Preludin	4000
Phenobarbital	Luminal	1000000
Phenothiazine		10000
Phentermine	Adipex, Fastin, Ionamin, Obenix, Obephen, Obermine, Obermine, Obestin, Phentamine	25000
Phenylephrine	Alconefrin, Neo-Synephrine, Rhinall, Sinarest, Vicks Sinex	500000
Phenylpropanolamine		250000
Procainamide		20000
Promethazine	Phenergan	500000
Propranolol	Betachron, Inderal	200000
d-Pseudoephedrine		250000
l-Pseudoephedrine		500000
Ranitidine	Zantac	600000

Negative Compounds	Trade Name	Concentration Tested (µg/mL)
Scopolamine	Transderm-Scop	100000
Secobarbital	Seconal	1000000
Thioridazine	Mellaril	1000000
Trifluoperazine		1000000
Triflupromazine		1000000
Tyramine		500000
3-OH-Tyramine		500000

Fenfluramine	Pondimin	4.0
██████████		██████████
Isoxsuprine	Vasodilan, Voxsuprine	100
Meperidine	Demerol	1,000
Mephentermine	Wyamine	25
Methadone	Dolophine	1,000
l-Methamphetamine		10
Methapyrilene		500
Methylphenidate	Ritalin	500
Morphine		1,000
Nor-pseudoephedrine		1,000
Oxazepam		500
Phencyclidine		1000
Phendimetrazine	Bontril, Plegine	200
Phenethylamine		100
Phenmetrazine	Preludin	4.0
Phenobarbital	Luminal	1,000
Phenothiazine		10
Phentermine	Adipex, Fastin, Ionamin, Obenix, Obephen, Obermine, Obermine, Obestin, Phentamine	25
Phenylephrine	Alconeprin, Neo-Synephrine, Rhinall, Sinarest, Vicks Sinex	500
Phenylpropanolamine		250
Procainamide		20
Promethazine	Phenergan	500
Propranolol	Betachron, Inderal	200
d-Pseudoephedrine		250
l-Pseudoephedrine		500
Ranitidine	Zantac	600
Scopolamine	Transderm-Scop	100
Secobarbital	Seconal	1,000
Thioridazine	Mellaril	1,000
Trifluoperazine		1,000
3-OH-Tyramine		500

DRI® Barbiturate Cross-Reactivity Tables
For catalog #s 0225 and 0226

POSITIVE COMPOUNDS

The following compounds tested POSITIVE on the DRI® DAU Barbiturate assay at the 200 ng/mL cutoff.

Positive Compounds	Trade Name	Concentration Tested (ng/mL)
Alphenal		250
Amobarbital	Amytal	200
Aprobarbital	Alurate	200
Barbital	Deba	1,500
Butabarbital	Butisol, Buticaps, Busodium	250
Butalbital	Butalgen, Fiorgen, Fiorinal, Fiormor, Isobutyl, Isolin, Isollyl, Laninoif	300
Butethal		300
Diallylbarbital		600
Pentobarbital	Nembutal	500
Phenobarbital	Luminal	600
Secobarbital	Seconal	200
Talbutal		60
Thiamylal		313
Thiopental	Pentothal Sodium	600

NEGATIVE COMPOUNDS

The following compounds tested NEGATIVE on the DRI® DAU Barbiturate assay at the 200 ng/mL cutoff.

Negative Compounds	Trade Name	Concentration Tested (µg/mL)
Acetaminophen	Anacin, Datri Extra, Liquiprin, Panadol, Tempra, Tylenol	1,000
Acetylsalicylic acid	Aspirin, Bufferin	1,000
Acyclovir	Zovirax	100
Amikacin	Amikin	1,000
Aminoglutethimide	Cytadren, Orimenten	12.5
Amitriptyline HCl	Elavil, Endep, Enovil, Emitrip	100
Amphetamine		1,000
d-Amphetamine		1,000

Negative Compounds	Trade Name	Concentration/ Tested (µg/mL)
Atropine	Atropen, Atropisol, Atrosulf, Saltropine	100
Azithromycin	Zithromax	100
Benzoylcegonine		1,000
Buprenorphine	Buprenex	10
Bupropion	Wellbutrin, Zyban	100
Caffeine	Coffe-Break, Durivitan, No-Doz, Percoffedrinol N, Pro-Plus, Vivarin	100
Calcium carbonate	Oscal	5,000
Chlorzoxazone	Paraflex	1,000
Clonidine	Catapres	100
Codeine		1,000
Dapsone	Avlosulfon	10
o-Desmethylvenlafaxine		1,000
Diphenhydramine	Banophen, Benadryl, Diphedryl, Simply Sleep	500
Diphenhydramine	Banophen, Benadryl, Diphedryl, Simply Sleep	1,000
Doxepin	Adapin, Sinequan	500
Doxycycline Hyclate	Periostat	100
Fentanyl	Duragesic, Actiq, Sublimaze	10
Fluconazole	Diflucan	100
Fluoxetine	Prozac, Sarafem	50
Gabapentin	Neurontin	100
Gentamicin	Garamycin	1,000
Hexobarbital		750
Hydroxyphenytoin (HPPH)		500
Hydroxyzine	Anxanil, Apo-Hydroxyzine, Atarax, Hyzine-50	100
Hyoscyamine HCL	Anaspaz, Levsin	100
Ibuprofen	Advil, Haltran, Mediprene, Motrin, Nuprin, Proen, Rufen	1,250
Indomethacin	Novomethacin, Indocin	100
Lamivudine	Epivir	100
Lamotrigine	Lamictal	1,000
Levofloxacin	Levaquin	100
Lithium Heparin		5,000
Loratadine	Claritin	500
Meperidine	Demerol	1,000

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Negative Compounds	Trade Name	Concentration Tested (µg/mL)
Mesoridazine	Serentil	1,000
Methadone	Dolophine	1,000
Methaqualone		1,000
Methohexital		750
Methylphenidate	Ritalin	100
Metronidazole	Flagyl	100
Morphine		1,000
Nalbuphine	Nubain	1,000
Naltrexone	Depade, ReVia	1,000
Naproxen Na ⁺	Aleve, Anaprox, Naprosyn	5,000
Norfluoxetine HCl		1,000
Ofloxacin	Floxin	100
Omeprazole	Prilosec	1,000
Oxazepam	Serax	500
Paroxetine	Paxil	100
Phencyclidine		1,000
Phenelzine	Nardil, Parnate, Marplan	100
Phenytoin (DPH)		500
Pholcodine		3.9
Propoxyphene	Darvon	1,000
Proventil		1,000
Ranitidine	Zantac	100
Risperidone	Risperdal	100
Scopolamine	Transderm-Scop	1,000
Spirolactone	Novospiroton	1,000
Thioridazine	Mellaril	1,000
Tobramycin	Nebcin, Tobi, Tobrex	1,000
Tramadol	Ultram	500
Trazodone	Desyrel	1,000
Trimethoprim	Proloprim, Trimpex	5,000
Vancomycin	Vancocin	1,000
Venlafaxine	Effexor	1,000

DRI® Benzodiazepine Cross-Reactivity Tables
For catalog #s 0039 (starting with lot # 58194699) and 0040 (starting with lot # 58194700)

POSITIVE COMPOUNDS

The following compounds tested POSITIVE on the DRI® DAU Benzodiazepine assay at the 200 ng/mL cutoff.

Positive Compounds	Trade Name	Concentration Tested (ng/mL)
Alprazolam	Tafil, Valeans, Xanax, Xandor	105
7-Aminoclonazepam		2500
7-AminoFlunitrazepam		3100
Bromazepam	Lectopam	225
Chlordiazepoxide	Libritabs, Librium, Sereen	1100
Clobazam		145
Clonazepam	Klonopin	500
Clorazepate	Gen-XENE, Tranxene	120
Delorazepam		110
Desmethyldiazepam (nor-diazepam)	Nordaz, Calmday	100
Diazepam	Valium, Valrelease, Vazepam	95
Flunitrazepam	Rohypnol	175
Flurazepam	Dalmane, Durapam	140
Lorazepam	Ativan	1000
Lormetazepam		225
Medazepam	Nobrium	225
Midazolam		900
N-DesmethylFlunitrazepam		3100
Nitrazepam		175
Norfludiazepam		115
Prazepam	Centrax	110
Temazepam	Restoril, Razepam, Temaz	125
Triazolam	Halcion	125

NEGATIVE COMPOUNDS

The following compounds tested NEGATIVE on the DRI® DAU Benzodiazepine assay at the 200 ng/mL cutoff.

Negative Compounds	Trade Name	Concentration Tested (µg/mL)
Acetaminophen	Anacin, Datri Extra, Liquiprin, Panadol, Tempra, Tylenol	1,000
Acetylsalicylic acid	Aspirin, Bufferin	1,000
Amphetamine		1,000
Caffeine	Coffe-Break, Durivitan, No-Doz, Percoffedrinol N, Pro-Plus, Vivarin	100
Codeine		1,000
Dextromethorphan	Benlyn DM, Delsym, Hold, Perfussin 8 hr, Mediquell, Sucrets	1,000
Diphenhydramine	Banophen, Benadryl, Diphedryl, Simply Sleep	500
Fluoxetine		500
Gabapentin	Neurontin	1,000
Methadone	Dolophine	1,000
Morphine		200
Nor-Fluoxetine		500
Nor-Sertraline		1000
Oxaprozin	Daypro	50
Paroxetine		500
Phencyclidine		1,000
Propoxyphene	Darvon	1,000
Secobarbital	Seconal	1,000
Sertraline		500

DRI[®] Cocaine Cross-Reactivity Tables
For catalog #s 0055 and 0056

POSITIVE COMPOUNDS

The following compounds tested POSITIVE on the DRI[®] DAU Cocaine assay at the 300 ng/mL cutoff.

Positive Compounds	Trade Name	Concentration Tested (µg/mL)
Benzoylcegonine		0.3
Cocaine		50
Ecgonine		100

NEGATIVE COMPOUNDS

The following compounds tested NEGATIVE on the DRI[®] DAU Cocaine assay at the 300 ng/mL cutoff.

Negative Compounds	Trade Name	Concentration Tested (µg/mL)
Acetaminophen	Anacin, Datri Extra, Liquiprin, Panadol, Tempra, Tylenol	1,000
Acetylsalicylic acid	Aspirin, Bufferin	1,000
Acyclovir	Zovirax	100
Albuterol	Proventil, Ventolin, Salbutamol	1,000
Amikacin	Amikin	1,000
Amitriptyline	Elavil, Endep, Enovil, Emitrip	100
Amobarbital	Amytal	1,000
Amoxicillin	Amoxil	1,000
Amphetamine		1,000
Azithromycin	Zithromax	100
Benzocaine		1,000
Buprenorphine	Buprenex	10
Bupropion	Wellbutrin, Zyban	100
Caffeine	Coffe-Break, Durivitan, No-Doz, Percoffedrinol N, Pro-Plus, Vivarin	100
Calcium carbonate	Oscal	5,000
Chlorpromazine	Ormazine, Thorazine	500
Chlorzoxazone	Paraflex	1,000
Clonidine	Catapres	100
Cocaethylene		100

Negative Compounds	Trade Name	Concentration Tested (µg/mL)
Codeine		1,000
Dapsone	Avlosulfon	10
o-Desmethylvenlafaxine		1,000
Dextromethorphan	Benlyn DM, Delsym, Hold, Perfussin 8 hr, Mediquell, Sucrets	100
Diphenhydramine	Banophen, Benadryl, Diphedryl, Simply Sleep	1,000
Doxepin	Adapin, Sinequan	500
Doxycycline Hyclate	Periostat	100
Ecgonine Methyl Ester		100
Fentanyl	Duragesic, Actiq, Sublimaze	10
Fluconazole	Diflucan	100
Fluoxetine	Prozac, Sarafem	50
Gabapentin	Neurontin	100
Gentamicin	Garamycin	1,000
Hydroxyzine	Anxanil, Apo-Hydroxyzine, Atarax, Hyzine-50	100
Hyoscyamine HCl	Anaspaz, Levsin	100
Ibuprofen	Advil, Haltran, Mediprene, Motrin, Nuprin, Proen, Rufen	5,000
Indomethacin	Novomethacin, Indocin	100
Lamivudine	Epivir	100
Lamotrigine	Lamictal	1,000
Levofloxacin	Levaquin	100
Lidocaine	Dilocaine, LidoPen, Solarcaine, Xylocaine	1,000
Lithium heparin		5,000
Loratadine	Claritin	500
Meperidine	Demerol	1,000
Mesoridazine	Serentil	1,000
Methadone	Dolophine	1,000
Methylphenidate	Ritalin	100
Metoclopramide	Clopra, Maxolon, Octamide, Reglan	1,000
Metronidazole	Flagyl	100
Morphine		200
Nalbuphine	Nubain	1,000
Naltrexone	Depade, ReVia	1,000
Naproxen Na+	Aleve, Anaprox, Naprosyn	5,000
Norfluoxetine HCl		1,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Ofloxacin	Floxin	100
Omeprazole	Prilosec	1,000
Oxazepam	Serax	100
Paroxetine	Paxil	100
Phencyclidine		1,000
Phenelzine	Nardil, Parnate, Marplan	100
Phenobarbital	Luminal	1,000
Pholcodine		3.9
Promethazine	Phenergan	100
Propoxyphene	Darvon	1,000
Ranitidine	Zantac	100
Risperidone	Risperdal	100
Scopolamine	Transderm-Scop	1,000
Secobarbital	Seconal	1,000
Spirolactone	Novospiroton	1,000
Stavudine	Epivir	1.0
Terbinafine	Lamisil	1,000
Thiopental	Pentothal Sodium	1,000
Thioridazine	Mellaril	1,000
Tobramycin	Nebcin, Tobi, Tobrex	1,000
Tolmetin	Tolectin	1,000
Tramadol	Ultram	500
Trazodone	Desyrel	1,000
Trimethoprim	Proloprim, Trimpex	5,000
Vancomycin	Vancocin	1,000
Venlafaxine	Effexor	1,000

DRI® Propoxyphene (PPx) Cross-Reactivity Tables
For catalog #s 0432 and 0433

POSITIVE COMPOUNDS

The following compounds tested POSITIVE on the DRI® DAU Propoxyphene assay at the 300 ng/mL cutoff.

Positive Compounds	Trade Name	Concentration Tested (ng/mL)
Propoxyphene		300
Norpropoxyphene		500

NEGATIVE COMPOUNDS

The following compounds tested NEGATIVE on the DRI® DAU Propoxyphene assay at the 300 ng/mL cutoff.

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Acetaminophen	Anacin, Datril Extra, Liquiprin, Panadol, Tempa, Tylenol	1,000,000
Acetylsalicylic acid	Aspirin	1,000,000
Albuterol	Proventil, Ventolin	1,000,000
Amikacin	Amikin	1,000,000
Amitriptyline	Elavil, Endep, Enovil, Emitrip	50,000
Amoxicillin	Amoxil, Polymor, Trimox, Wymox	1,000,000
d-Amphetamine		1,000,000
Atropine	Lomotil, Motofen	100,000
Benzoylcegonine		1,000,000
Bupropion	Wellbutrin, Zyban	100,000
Caffeine		100,000
Calcium carbonate	Oscal	5,000,000
Carbamazepine	Atretol, Carbatrol, Tegretol	20,000
Chlorpromazine	Thorazine	10,000
Chlorzoxazone	Paraflex	1,000,000
Codeine		500,000
o-Desmethylvenlafaxine		1,000,000
Dextromethorphan	Benylin DM, Delsym, Hold, Perfussin 8 hr, Mediquell, Sucrets	200,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Diphenhydramine	Banophen, Benadryl, Diphedryl, Simply Sleep	1,000,000
Doxepin	Adapin, Sinequan	500,000
Doxylamine	Decapryn, Nighttime Sleep Aid, Unisom	100,000
Fluoxetine	Prozac, Sarafem	50,000
Gentamicin	Garamycin	1,000,000
Ibuprofen	Advil, Haltran, Mediprene, Motrin, Nuprin, Proen, Rufen	5,000,000
Imipramine	Tofranil	100,000
Indomethacin	Indocin, Novomethacin	100,000
Lamotrigine	Lamictal	1,000,000
Lithium Heparin		5,000,000
Loratadine	Claritin	500,000
Mesoridazine	Serentil	1,000,000
Methadone	Dolophine	100,000
Methaqualone	Normi-Nox, Pallidan, Somnomed, Quaalude	500,000
Methylphenidate	Ritalin	100,000
Metronidazole	Flagyl, Metizol, Protostat	1,000,000
Morphine	MSIR, Ms Contin, Oramorph Sr, Roxanol, Astramorph, Duramorph, Infumorph	200,000
Nalbuphine	Nubain	1,000,000
Naltrexone	Depade, ReVia	1,000,000
Naproxen-Sodium	Aleve, Anaprox, Naprosyn	5,000,000
Norfluoxetine HCl		1,000,000
Nortriptyline	Aventyl, Pamelor	50,000
Omeprazole	Prilosec	1,000,000
Oxazepam	Serax	300,000
Phencyclidine		400,000
Phenelzine	Marplan, Nardil, Parnate	100,000
Pheniramine	Opcon-A	100,000
Phenobarbital	Luminal	1,000,000
Phenytoin	Dilantin	40,000
Pholcodine		3,900
Primidone	Mysoline	24,000
Scopolamine	Transderm-Scop	1,000,000
Secobarbital	Seconal	1,000,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Spironolactone	Novospiroton	1,000,000
Theophylline	Elixophyllin, Quibron, Respbid, Somophyllin, Slo-Phyllin, Theo-Dur, Slo-Bid, Theo-24, Theolair	40,000
Thiopental	Pentothal Sodium	1,000,000
Tobramycin	Tobi, Nebcin	1,000,000
Tolmetin	Tolectin	1,000,000
Tramadol	Ultram	500,000
Trazodone	Desyrel	1,000,000
Trimethoprim	Proloprim, Trimplex	5,000,000
Valproic Acid	Depakote	150,000
Vancomycin	Vancocin	1,000,000
Venlafaxine	Effexor	1,000,000

DRI® Methadone Cross-Reactivity Tables
For catalog #s 0596 and 0597

POSITIVE COMPOUNDS

The following compounds tested POSITIVE on the DRI® DAU Methadone assay at the 300 ng/mL cutoff.

Positive Compounds	Trade Name	Concentration Tested (ng/mL)
Methadone	Dolophine	300
Methadol		750
Propafenone	Rythmol	31,250
Tapentadol	Nucynta	15,625

NEGATIVE COMPOUNDS

The following compounds tested NEGATIVE on the DRI® DAU Methadone assay at the 300 ng/mL cutoff.

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
1- α -Acetylmethadol (LAAM)		5,000
Acetaminophen	Anacin, Datri Extra, Liquiprin, Panadol, Tempra, Tylenol	1,000,000
Acetylsalicylic acid	Aspirin, Bufferin	1,000,000
Albuterol	Proventil, Ventolin, Salbutamol	1,000,000
Amikacin	Amikin	1,000,000
Amisulpride	Elavil, Endep, Enovil, Emitrip	50,000
Amoxicillin	Amoxil	1,000,000
Amphetamine		1,000,000
Atropine	Atropen, Atropisol, Atrosulf, Saltropine	100,000
Benzoylcegonine		400,000
Buprenorphine	Buprenex, Subutex	7,500
Bupropion	Wellbutrin, Zyban	100,000
Caffeine	Coffe-Break, Durivitan, No-Doz, Percofedrinol N, Pro-Plus, Vivarin	100,000
Calcium carbonate	Oscal	5,000,000
Carbamazepine	Carbatrol, Epitol, Tegretol	20,000
Chlorzoxazone	Paraflex	1,000,000
Cocaine		200,000
Codeine		500,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
o-Desmethylvenlafaxine		1,000,000
Dextromethorphan	Benlyn DM, Delsym, Hold, Perfussin 8 hr, Mediquell, Sucrets	250,000
Diphenhydramine	Banophen, Benadryl, Diphedryl, Simply Sleep	1,000,000
Doxepin	Adapin, Sinequan	500,000
Ephedrine	Kondon's Nasal, Pretz-D	1,000,000
Fluoxetine	Prozac, Sarafem	50,000
Furosemide	Lasix	1,000,000
Gentamicin	Garamycin	1,000,000
Ibuprofen	Advil, Haltran, Mediprene, Motrin, Nuprin, Proen, Rufen	5,000,000
Imipramine	Janimine, Tofranil	50,000
Indomethacin	Novomethacin, Indocin	100,000
Lamotrigine	Lamictal	1,000,000
Lithium heparin		5,000,000
Loratadine	Claritin	500,000
Meperidine	Demerol	150,000
Mesoridazine	Serentil	250,000
Methadone Metabolite (EDDP)		10,000
Methadone Metabolite (EMDP)		10,000
Methylphenidate	Ritalin	100,000
Morphine		200,000
Nalbuphine	Nubain	1,000,000
Naltrexone	Depade, ReVia	1,000,000
Naproxen Na ⁺	Aleve, Anaprox, Naprosyn	5,000,000
Norbuprenorphine		500,000
Norfluoxetine HCl		1,000,000
Nortriptyline	Aventyl, Pamelor	50,000
Omeprazole	Pritosec	1,000,000
Orphenadrine	Norflex	1,000,000
Oxazepam	Serax	500,000
Oxycodone		1,000,000
Phencyclidine		500,000
Phenelzine	Nardil, Parnate, Marplan	100,000
Phenobarbital	Luminal	1,000,000
Phenytoin	Dilantin	40,000
Pholcodine		3,900

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Primidone	Mysoline	24,000
Procyclidine	Kemadrin	1,000,000
Promethazine	Phenergan	100,000
Propoxyphene	Darvon	250,000
Scopolamine	Transderm-Scop	1,000,000
Secobarbital	Seconal	1,000,000
Spiroinolactone	Novospiroton	1,000,000
Theophylline	Aerolate, Asmalix, Elixophyllin, Quinbron, Respbid, Slo-Phyllin, Slo-bid, Theo-24, Theo-Dur, Theolair	50,000
Thiopental	Pentothal Sodium	1,000,000
Thioridazine	Mellaril	125,000
Tobramycin	Nebcin, Tobi, Tobrex	1,000,000
Tolmetin	Tolectin	1,000,000
Tramadol	Ultram	500,000
Trazodone	Desyrel	1,000,000
Trimethoprim	Proloprim, Trimpex	5,000,000
Valproic Acid	Depacon, Depakote	150,000
Vancomycin	Vancocin	1,000,000
Venlafaxine	Effexor	1,000,000
Verapamil	Calan, Isoptin, Verelan	1,000,000

DRI® Opiate Cross-Reactivity Tables
For catalog #s 0135 and 0136

POSITIVE COMPOUNDS

The following compounds tested POSITIVE on the DRI® DAU Opiate assay at the 2000 ng/mL cutoff.

Positive Compounds	Trade Name	Concentration Tested (ng/mL)
6-Monoacetyl Morphine		2,500
Codeine		950
Dihydrocodeine	DHC Plus, Synalgos-DC	4,500
Heroin		2,400
Hydrocodone	Lortab, Vicodin	6,500
Hydromorphone	Dilaudid	13,000
Levorphanol	Levo-Dromoran	87,000
Morphine		2,000
Morphine-3-Glucuronide		2,300
Morphine-6-Glucuronide		1,350
Oxycodone	OxyContin	90,000
Oxymorphone	Numorphan	280,000
Ranitidine	Zantac	2,000,000

NEGATIVE COMPOUNDS

The following compounds tested NEGATIVE on the DRI® DAU Opiate assay at the 2000 ng/mL cutoff.

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Acetaminophen	Anacin, Datri Extra, Liquiprin, Panadol, Tempra, Tylenol	500,000
Acetylsalicylic Acid	Aspirin, Bufferin	500,000
Amitriptyline	Elavil, Endep, Enovil, Emitrip	100,000
Amphetamine		1,000,000
Benzoylceognine		1,000,000
Buprenorphine		7,500
Caffeine	Coffe-Break, Durivitan, No-Doz, Percofedrinol N, Pro-Plus, Vivarin	10,000
Carbamazepine	Carbatrol, Epitol, Tegretol	500,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Chlorpromazine	Ormazine, Thorazine	10,000
Chlorzoxazone	Paraflex	1,000,000
Chlorzoxazone	Paraflex	1,000,000
Clomipramine	Anafranil	100,000
Cyclazocine		35,000
Cyamemazine		1,000,000
Desipramine	Norpramin, Pertofrane	100,000
o-Desmethylvenlafaxine		1,000,000
Dextromethorphan	Benlyn DM, Delsym, Hold, Perfussin 8 hr, Mediquell, Sucrets	100,000
Doxepin	Adapin, Sinequan	100,000
Ephedrine	Kondon's Nasal, Pretz-D	1,000,000
Fentanyl	Duragesic, Actiq, Sublimaze	500,000
Fluoxetine	Prozac, Sarafem	100,000
Fluphenazine	Permitil, Prolixin	100,000
Ibuprofen	Advil, Haltran, Mediprene, Motrin, Nuprin, Proen, Rufen	500,000
Imipramine	Janimine, Tofranil	100,000
Lamotrigine	Lamictal	1,000,000
Levofloxacin	Levaquin	1,000,000
Maprotiline	Ludiomil	100,000
Meperidine	Demerol	20,000
Methadone	Dolophine	500,000
Metronidazole	Flagyl	1,000,000
Nalbuphine	Nubain	1,000,000
Naloxone	Narcan	100,000
Naltrexone	Depade, ReVia	3,000,000
Norbuprenorphine		500,000
Norfentanyl		500,000
Norfluoxetine HCl		1,000,000
Normorphine		100,000
Nortriptyline	Aventyl, Pamelor	100,000
Omeprazole	Priosec	1,000,000
Oxazepam	Serax	250,000
Pentazocine	Talwin	100,000
Phencyclidine		1,000,000
Phenobarbital	Luminal	1,000,000
Propoxyphene		900,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Rifampin	Rifadin	1,000,000
Secobarbital	Seconal	1,000,000
Spironolactone	Novospiroton	1,000,000
Tapentadol	Nucynta	500,000
Talwin		100,000
Terbinafine	Lamisil	1,000,000
Thebaine		2,000
Thioridazine	Mellaril	100,000
Tramadol	Ultram	100,000
Venlafaxine	Effexor	1,000,000

DRI® Opiate Cross-Reactivity Tables
For catalog #s 0135 and 0136

POSITIVE COMPOUNDS

The following compounds tested POSITIVE on the DRI® DAU Opiate assay at the 300 ng/mL cutoff.

Positive Compounds	Trade Name	Concentration Tested (ng/mL)
6-Monoacetyl Morphine		280
Codeine		150
Dihydrocodeine	DHC Plus, Synalgos-DC	650
Heroin		380
Hydrocodone	Lortab, Vicodin	650
Hydromorphone	Dilaudid	1,400
Levorphanol	Levo-Dromoran	10,500
Morphine		300
Morphine-3-Glucuronide		340
Morphine-6-Glucuronide		270
Oxycodone	OxyContin	10,500
Oxymorphone	Numorphan	37,000
Ranitidine	Zantac	500,000

NEGATIVE COMPOUNDS

The following compounds tested NEGATIVE on the DRI® DAU Opiate assay at the 300 ng/mL cutoff.

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Acetaminophen	Anacin, Datri Extra, Liquiprin, Panadol, Tempra, Tylenol	500,000
Acetylsalicylic Acid	Aspirin, Bufferin	500,000
Acyclovir	Zovirax	100,000
Amitriptyline	Elavil, Endep, Enovil, Emitrip	100,000
Amphetamine		1,000,000
Azithromycin	Zithromax	100,000
Benzoylcegonine		1,000,000
Buprenorphine	Buprenex	100,000
Bupropion	Wellbutrin, Zyban	100,000
Caffeine	Coffe-Break, Durivitan, No-Doz, Percoffedrinol N, Pro-Plus, Vivarin	10,000
Carbamazepine	Carbatrol, Epitol, Tegretol	500,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Chlorpromazine	Ormazine, Thorazine	10,000
Clomipramine	Anafranil	100,000
Clonidine	Catapres	100,000
Cyclazocine		35,000
Cyamemazine		1,000,000
Dapsone	Avlosulfon	10,000
Desipramine	Norpramin, Pertofrane	100,000
o-Desmethylvenlafaxine		1,000,000
Dextromethorphan	Benlyn DM, Delsym, Hoid, Perfussin 8 hr, Mediquell, Sucrets	100,000
Doxepin	Adapin, Sinequan	100,000
Doxycycline Hyclate	Periostat	100,000
EDDP (Primary Methadone Metabolite)		62,500
Ephedrine	Kondor's Nasal, Pretz-D	1,000,000
Fentanyl	Duragesic, Actiq, Sublimaze	500,000
Fluconazole	Diflucan	100,000
Fluoxetine	Prozac, Sarafem	100,000
Fluphenazine	Permitil, Prolixin	100,000
Gabapentin	Neurontin	100,000
Hydroxyzine	Anxanil, Apo-Hydroxyzine, Atarax, Hyzine-50	100,000
Hyoscyamine HCl	Anaspaz, Levsin	100,000
Ibuprofen	Advil, Haltran, Mediprene, Motrin, Nuprin, Proen, Rufen	500,000
Imipramine	Janimine, Tofranil	100,000
Lamivudine	Epivir	100,000
Lamotrigine	Lamictal	1,000,000
Levofloxacin	Levaquin	800,000
Loratadine	Claritin	10,000
Maprotiline	Ludiomil	100,000
Meperidine	Demerol	20,000
Methadone	Dolophine	500,000
Metronidazole	Flagyl	1,000,000
Nalbuphine	Nubain	1,000,000
Naloxone	Narcan	100,000
Naltrexone	Depade, ReVia	3,000,000
Norbuprenorphine		500,000
Norfentanyl		500,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Normorphine		100,000
Nortriptyline	Aventyl, Pamelor	100,000
Ofloxacin	Floxin	100,000
Oxazepam	Serax	250,000
Paroxetine	Paxil	100,000
Pentazocine	Talwin	100,000
Phencyclidine		1,000,000
Phenobarbital	Luminal	1,000,000
Propoxyphene		900,000
Rifampin	Rifadin	1,000,000
Risperidone	Risperdal	100,000
Secobarbital	Seconal	1,000,000
Talwin		100,000
Tapentadol	Nucynta	500,000
Thebaine		2,000
Thioridazine	Mellaril	100,000
Tramadol	Ultram	100,000
Venlafaxine	Effexor	1,000,000

DRI® Phencyclidine (PCP) Cross-Reactivity Tables
For catalog #s 0160 and 0161

POSITIVE COMPOUNDS

The following compounds tested POSITIVE on the DRI® DAU Phencyclidine assay at the 25 ng/mL cutoff.

Positive Compounds	Trade Name	Concentration Tested (ng/mL)
Phencyclidine (PCP)		25
Tramadol Hydrochloride	Ultram	500,000

NEGATIVE COMPOUNDS

The following compounds tested NEGATIVE on the DRI® DAU Phencyclidine assay at the 25 ng/mL cutoff.

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Acetaminophen	Anacin, Datri Extra, Liquiprin, Panadol, Tempra, Tylenol	1,000,000
Acetylsalicylic acid	Aspirin	1,000,000
Albuterol	Proventil, Ventolin	1,000,000
Amikacin	Amikin	1,000,000
Amitriptyline		1,000,000
Amobarbital	Amytal	1,000,000
Amoxicillin	Amoxil, Polymor, Trimox, Wymox	1,000,000
Amphetamine		1,000,000
Atropine	Lomotil, Motofen	100,000
Brompheniramine	Dimetane, Dimetapp, Nasahist, ND-Stat, Oraminic II	50,000
Bupropion	Wellbutrin, Zyban	100,000
Calcium carbonate	Oscal	1,000,000
Celecoxib	Celebrex	1,000,000
Chlorpheniramine	Aller-Chlor, Chlor-Trimeton	50,000
Chlorzoxazone	Paraflex	1,000,000
o-desmethylvenlafaxine		1,000,000
Dextromethorphan	Benlyn DM, Delsym, Hold, Perfussin 8 hr, Mediquell, Sucrets	1,000,000
Diphenhydramine	Banophen, Benadryl, Diphedryl, Simply Sleep	100,000
Doxepin	Adapin, Sinequan	500,000
EMDP		100,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Fluoxetine	Prozac, Sarafem	50,000
Gentamicin	Garamycin	1,000,000
Halperidol	Haldol	1,000,000
Hydroxyzine Dihydrochloride		1,000,000
Ibuprofen	Advil, Haltran, Mediprene, Motrin, Nuprin, Proen, Rufen	5,000,000
Imipramine		500,000
Indomethacin	Indocin, Novomethacin	100,000
Ketamine		100,000
Lamotrigine	Lamictal	1,000,000
Lithium Heparin		5,000,000
Loratadine	Claritin	500,000
Meperidine		50,000
Mesoridazine	Serentil	15,625
Methadone		1,000,000
Methaqualone	Normi-Nox, Pallidan, Somnomed, Quaalude	100,000
Methylphenidate	Ritalin	1,500
Metronidazole	Flagyl, Metizol, Protostat	1,000,000
Morphine	MSIR, Ms Contin, Oramorph Sr, Roxanol, Astramorph, Duramorph, Infumorph	200,000
Nalbuphine	Nubain	1,000,000
Naltrexone	Depade, ReVia	10,000
Naproxen Na ⁺	Aleve, Anaprox, Naprosyn	1,000,000
Norfluoxetine HCl		1,000,000
Omeprazole	Prilosec	1,000,000
Orphenadrine	Flexoject, Myophen, Norflex	200,000
Oxazepam	Serax	100,000
Phenelzine	Marplan, Nardil, Parnate	100,000
Phenobarbital	Luminal	1,000,000
1-Phenylcyclohexylamine		50,000
1-Piperidinocyclohexane Carbonitrile (PCC)		100,000
Pholcodine		3,900
Promethazine	Phenergan	100,000
Scopolamine	Transderm-Scop	1,000,000
Spirolactone	Novospiroton	1,000,000
Terbinafine	Lamisil	1,000,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Thiopental	Pentothal Sodium	1,000,000
Thioridazine	Mellaril	80,000
<i>Tobramycin</i>	<i>Tabi, Nebcin</i>	1,000,000
Tolmetin	Tolectin	1,000,000
Tramadol	Ultram	100,000
Trazodone	Desyrel	1,000,000
Trimethoprim	Proloprim, Trimplex	5,000,000
Tripolidine	Actagen, Allerfrin, Aprodine	10,000
Vancomycin	Vancocin	1,000,000
Venlafaxine	Effexor	1,000,000

DRI[®] Cannabinoid (THC) Cross-Reactivity Tables
For catalog #s 0185 and 0186

POSITIVE COMPOUNDS

The following compounds tested POSITIVE on the DRI[®] DAU Cannabinoid assay at the 50 ng/mL cutoff.

Positive Compounds	Trade Name	Concentration Tested (ng/mL)
11-Hydroxy- Δ^9 -THC		100
<i>l</i> -11-Nor- Δ^8 -THC-CO ₂ H		100
<i>l</i> -11-Nor- Δ^9 -THC-CO ₂ H		50
8- β -Hydroxy- Δ^9 -THC		100
8- β -11-Hydroxy- Δ^9 -THC		50
Δ^9 -THC (Dronabinol)	Marinol	50
Cannabinol		100

NEGATIVE COMPOUNDS

The following compounds tested NEGATIVE on the DRI[®] DAU Cannabinoid assay at the 50 ng/mL cutoff.

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Acetaminophen	Anacin, Datri Extra, Liquiprin, Panadol, Temptra, Tylenol	1,000,000
Acetylsalicylic acid	Aspirin, Bufferin	1,000,000
Acyclovir	Zovirax	100,000
Albuterol	Proventil	1,000,000
Amitriptyline HCl	Elavil, Endep, Enovil, Emitrip	100,000
Amobarbital	Amytal	1,000,000
Amphetamine		1,000,000
Atropine	Atropen, Atropisol, Atrosulf, Saltropine	100,000
Azithromycin	Zithromax	100,000
Benzoylcegonine		1,000,000
Buprenorphine	Buprenex	10,000
Bupropion	Wellbutrin, Zyban	100,000
Caffeine	Coffe-Break, Durivitan, No-Doz, Percofedrinol N, Pro-Plus, Vivarin	100,000
Cannabidiol		10,000
Clonidine	Catapres	100,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Cocaine		200,000
Codeine		1,000,000
d-11-Nor-Delta ⁹ -THC-CO ₂ H		100
Dapsone	Avlosulfon	10,000
o-desmethylvenlafaxine		1,000,000
Dextromethorphan	Benlyn DM, Delsym, Hold, Perfussin 8 hr, Mediquell, Sucrets	1,000,000
Doxepin	Adapin, Sinequan	500,000
Doxycycline Hyclate	Periostat	100,000
Fentanyl	Duragesic, Actiq, Sublimaze	10,000
Fluconazole	Diflucan	100,000
Fluoxetine		50,000
Gabapentin	Neurontin	100,000
Hydroxyzine	Anxanil, Apo-Hydroxyzine, Atarax, Hyzine-50	100,000
Hyoscyamine HCl	Anaspaz, Levsin	100,000
Ibuprofen	Advil, Haltran, Mediprene, Motrin, Nuprin, Proen, Rufen	1,000,000
Indomethacin	Indocin, Novomethacin	100,000
Lamivudine	Epivir	100,000
Levofloxacin	Levaquin	100,000
Loratadine	Claritin	500,000
Meperidine	Demerol	1,000,000
Methadone	Dolophine	1,000,000
Methamphetamine		1,000,000
Methylphenidate	Ritalin	100,000
Metronidazole	Flagyl	100,000
Morphine		200,000
Nalbuphine	Nubain	1,000,000
Norfluoxetine HCl		1,000,000
Ofloxacin	Floxin	100,000
Omeprazole	Prilosec	1,000,000
Oxazepam	Serax	500,000
Paroxetine	Paxil	100,000
Phencyclidine		1,000,000
Phenelzine	Marplan, Nardil, Parmate	100,000
Phenobarbital	Luminal	1,000,000
Propoxyphene	Darvon	1,000,000

Negative Compounds	Trade Name	Concentration Tested (ng/mL)
Ranitidine	Zantac	100,000
Risperidone	Risperdal	100,000
Scopolamine	Transderm-Scop	1,000,000
Secobarbital	Seconal	1,000,000
Spiroinolactone	Novospiroton	1,000,000
Terbinafine	Lamisil	1,000,000
Tolmetin	Tolectin	1,000,000
Tramadol	Ultram	500,000
Trazodone	Desyrel	1,000,000
Venlafaxine	Effexor	1,000,000

Product Overview



Thermo Scientific Drug Monitoring and
Quality Control Products and Instrumentation

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Thermo Scientific
CEDIA and DRI Drugs of Abuse Immunoassays

Clinical Laboratory Excellence

Thermo Scientific Drugs of Abuse Screening

We have the most extensive menu of drugs of abuse immunoassays in the industry—and our menu keeps growing. Our experience in drugs of abuse testing allows us to anticipate new drug screening challenges and have leading edge solutions available when needed. Our multiple technology product platforms provide an important advantage of integrating both Thermo Scientific CEDIA and/or DRI technologies into your testing program.

CEDIA® Drugs of Abuse

The scope of drugs of abuse testing is expanding rapidly. Our CEDIA assays continue to meet the challenge. Optimized for most analyzers, CEDIA immunoassays are valued worldwide for their accuracy, precision, lot-to-lot dependability and stable shelf life. We offer the most extensive menu for drugs of abuse testing. And we are continuing to develop new assays to respond to ever-emerging drug screening needs.

DRI® Drugs of Abuse

Our DRI products are at the leading edge of a new generation of testing solutions that offer high analytical accuracy while eliminating time-consuming steps in reagent preparation. These liquid ready-to-use assays have been field-tested on a wide range of analyzers. They are enthusiastically accepted in laboratories where cost control and optimal productivity are key issues.

CEDIA

DRI

Product	CEDIA			DRI		
	TSC 3 x 17 mL	MCC 65 mL	LC 495 mL	66 mL	100 mL	500 mL
Amphetamine		100092	1661205		0017	0018
Amphetamine/Ecstasy	100104	100103	100040			
Barbiturate	100084	100093	1661213		0225	0226
Benzodiazepine	100085	100094	1775561		0039	0040
Buprenorphine	100190	100240				
Cocaine	100086	100095	1661230		0055	0056
Cotinine					0394	0395
Ecstasy					100075	100076
Ethyl Alcohol					0037	0038
Ethyl Glucuronide (EtG)				10011297		10011226
Heroin Metabolite (6-Acetylmorphine)	100107	100108	100186			
LSD	1732137 (18 mL)					
Methadone	100088	100097	1730916		0596	0597
Methadone Metabolite	100087	100096	1868217		100115	100116
Methaqualone					0514	0515
Opiate	100089	100098	1661248		0135	0136
Opiate 2K		100099	1815296			
Oxycodone				100248		100249
Phencyclidine (PCP)	100172	100173	1815784		0160	0161
Propoxyphene	100170	100171	1661523		0432	0433
THC (Cannabinoid)	100091	100100	1661256		0185	0186
THC Plus (Cannabinoid)	10010029	10010030	10010031			

Specialty Products

Name	Size	Cat #
b-Glucuronidase	5 mL	127680
Precision ES Kit	n/a	100032



CEDIA Calibrators

Name	5mL	10 mL
Buprenorphine 0 ng/mL Cal (7.5mL)	100241	
Buprenorphine 5 ng/mL Cal	100242	
Buprenorphine 20 ng/mL Cal	100243	
Buprenorphine 50 ng/mL Cal	100244	
Buprenorphine 75 ng/mL Cal	100245	
Heroin Metabolite 10 ng/mL Cal	100031	
Heroin Metabolite 20 ng/mL Cal	100034	
LSD 0.5 ng/mL Cutoff Cal	1732153	
LSD 1.5 ng/mL Intermediate Cal	1732161	
LSD 3.0 ng/mL High Cal	1732196	
MultiDrug Cal, Clinical	1730401	
MultiDrug Cal, High	1730398	1732226
MultiDrug Cal, Intermediate	1730380	1732218
MultiDrug Cal, Primary	1815326	1815334
MultiDrug Cal, Secondary	1730428	1730517
Negative Cal	1557416	1661388
PPx/Methadone 300 ng/mL Cutoff Cal	1662848	
PPx/Methadone 1200/600ng/mL Intermediate Cal	1662856	
PPx/Methadone 5000/1000 ng/mL High Cal	1662864	
THC 25 ng/mL Cal		1557505
THC 50 ng/mL Cal		1557513
THC 75 ng/mL Cal		1557521
THC 100 ng/mL Cal		1557530
THC 150 ng/mL Cal		1557548
THC Plus 25 ng/mL Cal		10010032
THC Plus 50 ng/mL Cal		10010033
THC Plus 100 ng/mL Cal		10010034
THC Plus 200 ng/mL Cal		10010035

DRI Calibrators

Name	5mL	10mL	25mL
Alcohol Negative Cal	0311		1405
Alcohol 100 mg/dL Cal	0241		1406
Cotinine Cal Set (Neg, 100, 250, 500, 1000, 2000 ng/mL)	0404		
Ecstasy 250 ng/mL Cal		100082	
Ecstasy 500 ng/mL Cal		100081	
Ecstasy 750 ng/mL Cal		100080	
Ecstasy 1000 ng/mL Cal		100079	
Ethyl Glucuronide Negative Cal		10011207	
Ethyl Glucuronide 100 ng/mL Cal		10011208	
Ethyl Glucuronide 500 ng/mL Cal		10011210	
Ethyl Glucuronide 1000 ng/mL Cal		10011212	
Ethyl Glucuronide 2000 ng/mL Cal		10011213	
Negative Urine Cal		1664	1388
Low Urine Cal	0034		
High Urine Cal	0036		
Methadone Metabolite 150 ng/mL		100117	
Methadone Metabolite 300 ng/mL		100118	
Methadone Metabolite 1000 ng/mL Cal		100120	
Methadone Metabolite 2000 ng/mL Cal		100122	
MultiDrug Urine Cal 1		1588	1589
MultiDrug Urine Cal 2 Low		1591	1592
MultiDrug Urine Cal 3		1594	1595
MultiDrug Urine Cal 4 High		1597	1598
Opiate 150 ng/mL Cal 3			1609
Opiate 500 ng/mL Cal 3			1610
Oxycodone 100 ng/mL Cal		100250	
Oxycodone 300 ng/mL Cal		100251	
Oxycodone 500 ng/mL Cal		100252	
Oxycodone 1000 ng/mL Cal		100253	
THC Urine 20 ng/mL Cal	0235		1397
THC Urine 50 ng/mL Cal	0042		1398
THC Urine 100 ng/mL Cal	0044		1399
THC Urine 200 ng/mL Cal	0206		1400

CEDIA and DRI Drugs of Abuse Immunoassays offer:

- Largest menu of tests available
- Qualitative of Semi-quantitative options for results
- Excellent correlation to GC/MS
- Applications for an array of clinical chemistry analyzers
- Variety of calibrators and multiconstituent control sets

Having the correct answer at the right time

The extensive menu of Thermo Scientific immunoassays are backed by experienced and supportive Customer and Technical Service teams available to respond to your needs. To reach either of these groups, call 1-800-232-3342.

www.thermo.com/diagnostics

CEDIA and DRI MultiDrug Controls

Size	Cat#	Analytes	Low	High
MGC Primary DAU Control Set				
3 x 5 mL ea Low & High	100200	Amphetamine (d-methamphetamine)	750	1250
		Barbiturate (secobarbital)	150	250
		Benzodiazepine (oxazepam)	150	250
		Cocaine (benzoylecgonine)	225	375
		Methadone (methadone)	225	375
		Methadone Metabolite (EDDP)	750	1250
		Methaqualone (methaq)	225	375
		Opiate 2000 (morphine)	1500	2500
		Phencyclidine (PCP)	19	31
Propoxyphene (PPx)	225	375		
MGC Clinical DAU Control Set				
3 x 5 mL ea Low & High	100201	Amphetamine (d-methamphetamine)	375	625
		Barbiturate (secobarbital)	225	375
		Benzodiazepine (nitrazepam)	225	375
		Cocaine (benzoylecgonine)	225	375
		Methadone (methadone)	225	375
		Methadone Metabolite (EDDP)	75	125
		Opiate 300 (morphine)	225	375
		Phencyclidine (PCP)	19	31
		Propoxyphene (PPx)	225	375
MGC Select DAU Control Set				
3 x 5 mL ea Low & High	100202	Benzodiazepine (nitrazepam)	150	250
		Cocaine (benzoylecgonine)	112.5	187.5
		Ecstasy (MDMA)	375	625
		Heroin Metabolite (6-Acetylmorphine)	7.5	12.5
		LSD (LSD)	0.3	0.7
MGC Optional DAU Control Set				
2 x 5 mL ea Low & High	100069	Amphetamine (d-methamphetamine)	225	375
		Barbiturate (secobarbital)	150	250
		Benzodiazepine (nitrazepam)	150	250
		Cocaine (benzoylecgonine)	225	375
		Methadone (methadone)	75	125
Opiate 300 (morphine)	225	375		
MGC Specialty DAU Control Set				
3 x 5 mL ea Low & High	1815440	Amphetamine (d-methamphetamine)	375	625
		Barbiturate (secobarbital)	150	250
		Benzodiazepine (nitrazepam)	150	250
		Cocaine (benzoylecgonine)	112.5	187.5
		Methadone Metabolite (EDDP)	75	125
		Opiate 300 (morphine)	225	375

CEDIA Single Analyte Controls

Name	Size	Cat#	Low	High
Buprenorphine Control Set	2 x 5	100246	3	7
Opiate 2K High Control	1 x 15	1868934		
THC 25 Control Set	2 x 5	1661086	18.75	31.25
THC 50 Control Set	2 x 15	1661078	37.50	62.50
THC 100 Control Set	2 x 15	1661060	75.00	125.00
THC Plus 25 Control Set	2 x 15	10010036	18.75	31.25
THC Plus 50 Control Set	2 x 15	10010037	37.50	62.50
THC Plus 100 Control Set	2 x 15	10010038	75.00	125.00

DRI Single Analyte Controls

Name	Size (mL)	Cat#	Size (mL)	Cat#	Low	High
Alcohol 50 mg/dL Control	5	0239				
Alcohol 300 mg/dL Control	5	0243				
Cotinine 300 ng/mL Low Control	5	0460				
Cotinine 700 ng/mL High Control	5	0470				
Ethyl Glucuronide 500 ng/mL Control Set		10011209			375	625
Ethyl Glucuronide 1000 ng/mL Control Set		10011211			750	1250
Oxycodone 100ng/mL Control Set	10	100254			75	125
Oxycodone 300ng/mL Control Set	10	100255			225	375
THC 40 ng/mL Control	5	0170	25	1401		
THC 60 ng/mL Control	5	0168	25	1402		
THC 75 ng/mL Control	5	0214				
THC 125 ng/mL Control	5	0212	25	1404		

Diagnostics
U.S.A.

46360 Fremont Blvd.
Fremont, CA 94538 USA
Tel. 800-232-3342
Fax: 510-979-5002

Canada

Tel. 905-286-4290
contact@diagnostix.ca

Germany

Tel. + 49 851 88689 0
microgenics.DE.info@thermofisher.com

Australia

Tel. + 61 2 9649 9599
info@microgenics.com.au

Spain

Tel. + 34 93589 8338
microgenics.ES.info@thermofisher.com

United Kingdom

Tel. + 44 1727 853151
microgenics.UK.info@thermofisher.com

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2009 10-01

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Thermo Scientific
DRI Ecstasy Assay
MDA, MDMA, MDEA



The DRI® Ecstasy Immunoassay offers:

- **Liquid, ready-to-use reagents**
- **Applications on most chemistry analyzers**
- **High specificity antibodies for detection of Ecstasy drugs**
- **Fully automated qualitative and semi quantitative results**
- **Most sensitive Ecstasy test available**

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Performance Characteristics

The DRI Ecstasy Assay has no significant amphetamine cross reactivity.

Drug	500ng/mL Cut off (ng/mL)*	% Cross Reactivity
MDMA	500	100
MDA	750	67
MDEA	460	109
MBDB	1700	29
BDB	900	56
Para-methoxy-methamphetamine (PMMA)	1500	33
Para-methoxy-amphetamine (PMA)	4500	11
Non-Ecstasy Compounds		
d-amphetamine	600,000	0.1
d-Methamphetamine	600,000	0.1

*Approximate equivalent to 500ng/mL MDMA

Accuracy

A total of 110 urine specimens were tested with DRI Ecstasy on Hitachi 717 and confirmed by GC/MS method. The results are shown below:

		DRI Ecstasy	
		Positive	Negative
GC/MS	Positive	92	0
	Negative	0	18

% Agreement (Positive samples) = 100%

% Agreement (Negative samples) = 100%

Precision

Qualitative Precision - Negative control, positive control and cut off calibrator were tested using modified NCCLS protocol. The test was run in rate mode by testing all three levels in replicates of 6, twice per day for 10 days.

With-in Run Precision (mA/min)			
n=20	Negative Control	500ng/mL Calibrator	Positive Control
Mean	254	332	395
SD	2.3	3.4	3.8
%CV	0.9	1.0	1.0

Order 1-800-232-3342

Catalog Number	Product Description	Kit Size (mL)
100075	DRI Ecstasy Reagent Kit	100
100076	DRI Ecstasy Reagent Kit	500
Calibrators		
100082	DRI Ecstasy 250ng/mL Calibrator	10
100081	DRI Ecstasy 500ng/mL Calibrator**	10
100080	DRI Ecstasy 750ng/mL Calibrator	10
100079	DRI Ecstasy 1000ng/mL Calibrator	10
Controls		
100202	MGC Select DAU Control Set	3 x 5

** Cutoff calibrator for qualitative mode

Diagnostics

U.S.A.

46360 Fremont Blvd.
 Fremont, CA 94538 USA
 Tel. 800-232-3342
 Fax: 510-979-5002

Canada

Tel. 905-286-4290
 contact@diagnostix.ca

Germany

Tel. + 49 851 88689 0
 microgenics.DE.info@thermofisher.com

Australia

Tel. + 61 2 9649 9599
 info@microgenics.com.au

Spain

Tel. + 34 93589 8338
 microgenics.ES.info@thermofisher.com

United Kingdom

Tel. + 44 1727 853151
 microgenics.UK.info@thermofisher.com

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2008 08 01

Before running your GC/MS confirmations...

Use the CEDIA® Heroin Metabolite Assay to eliminate cross-reactivity to morphine and codeine

CEDIA Heroin Metabolite detects only the 6-AM metabolite of heroin

- Specific immunoassay for detecting heroin abuse
- Outstanding sensitivity and specificity
- Excellent correlation with GC/MS
- Eliminates unnecessary GC/MS tests, when used as a secondary screen
- Fully automated results in minutes
- Increased value to drug test panel for clients

CEDIA Heroin Metabolite eliminates

- The need for expensive and time consuming GC/MS on all opiate positive samples
- Interference from other opiates and opiate metabolites
- The defense raised by clients testing positive by conventional opiate tests based on ingestion of food containing poppy seeds.

Precision

Intra-assay precision N = 20			
	7.5 ng/mL	10 ng/mL	12.5 ng/mL
Mean (mAU/min) =	421.9	455.0	485.9
SD =	2.2	1.9	3.1
% CV =	0.5	0.4	0.6
Intra-assay precision N = 32			
	7.5 ng/mL	10 ng/mL	12.5 ng/mL
Mean (mAU/min) =	405.0	434.0	453.7
SD =	5.9	7.4	12.2
% CV =	1.5	1.7	2.7

Interference

No significant interference was observed from the following substances:

Interferent	Concentration
Acetone	1.0 g/dL
Ascorbic acid	1.5 g/dL
Creatinine	0.5 g/dL
Ethanol	1.0 g/dL
Galactose	10 mg/dL
γ-globulin	0.5 g/dL
Glucose	1.0 g/dL
Hemoglobin	0.3 mg/dL
Human serum albumin	0.5 g/dL
Oxalic acid	0.1 g/dL
Riboflavin	7.5 g/dL
Sodium Chloride	6.0 g/dL
Urea	2.0 g/dL

	Test 1	Test 2
LOD (3SD), ng/mL	0.98	0.55

Cross-Reactivity

The following compounds tested negative with the CEDIA Heroin Metabolite assay using a cutoff of (10 ng/mL)

Compound	Concentration Tested, ug/mL
Codeine	500,000
Dextromethorphan	100,000
Dihydrocodeine	500,000
Heroin	80
Hydrocodone	300,000
Hydromorphone	10,000
Imipramine	200,000
Levorphanol	10,000
Meperidine	800,000
Morphine	9,000
Morphine-3-Glucuronide	600,000
Morphine-6-Glucuronide	600,000
Nalorphine	7,000
Naloxone	300,000
Naltrexone	300,000
Norcodeine	600,000
Oxycodone	400,000
Oxymorphone	80,000

Performance Characteristics

Accuracy: Specificity/Sensitivity

GC/MS	CEDIA Heroin Metabolite	
	Positive	Negative
	Positive	102
Negative	0	100

Relative Sensitivity* = 96.2%
 Relative Specificity† = 100.0%

* % Sensitivity = 100 x $\frac{\text{\# of True Positives}}{\text{\# of True Positives} + \text{\# of False Negatives}}$
 † % Specificity = 100 x $\frac{\text{\# of True Negatives}}{\text{\# of True Negatives} + \text{\# of False Positives}}$

The four samples negative by CEDIA, but positive by GC/MS, contained 6-AM concentrations of 10.4 to 11.2.

Order 1-800-232-3342

Catalog Number	Product Description	Kit Size (mL)
100107	Heroin Metabolite TSC	3 x 17
100108	Heroin Metabolite MCC	65
100188	Heroin Metabolite LC	495
100031	Heroin Metabolite Cutoff Cal	5
100034	Heroin Metabolite High Cal	5
100202	MGC Select DAU Control Set	3 x 5

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Diagnostics

U.S.A.
 46360 Fremont Blvd.
 Fremont, CA 94538 USA
 Tel. 800-232-3342
 Fax: 510-979-5002

Canada
 Tel. 905-286-4290
 CDD.Canada@thermofisher.com

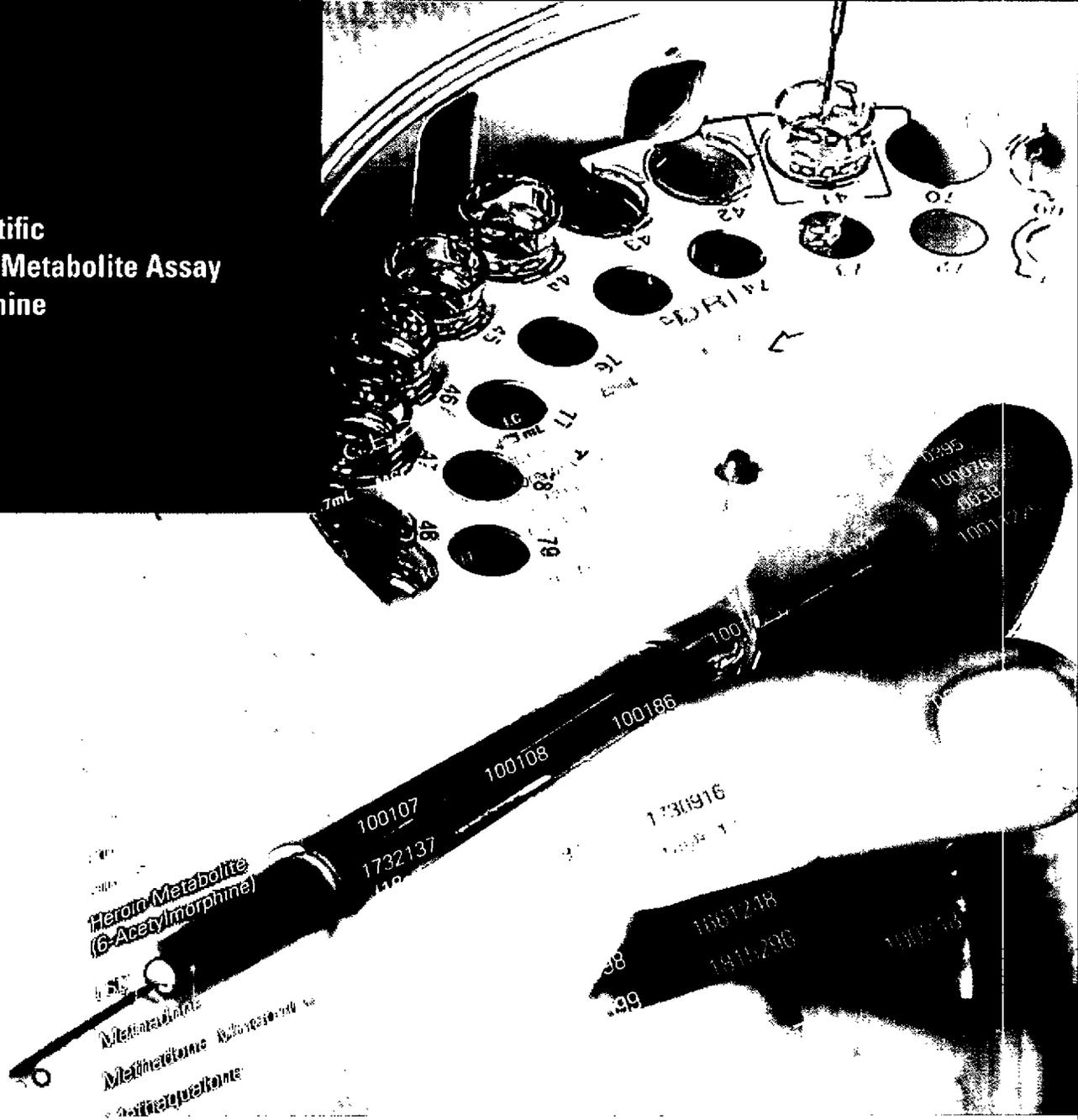
Germany
 Tel. + 49 851 88689 0
 microgenics.DE.info@thermofisher.com

Australia
 Tel. + 61 2 9649 9599
 info@microgenics.com.au

Spain
 Tel. + 34 93589 8338
 microgenics.ES.info@thermofisher.com

United Kingdom
 Tel. + 44 01727 821099
 cdx.UK.info@thermofisher.com

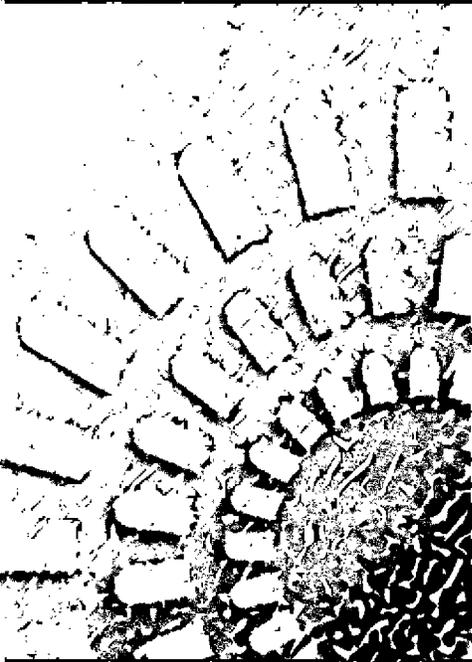
Thermo Scientific
CEDIA Heroin Metabolite Assay
6-Acetylmorphine



First Specific Immunoassay for Heroin Abuse

Heroin is a highly addictive drug that is rapidly metabolized to 6-acetylmorphine (6-AM), and then to morphine. Opiate analgesics and poppy seeds contain morphine and codeine, which are not metabolized to 6-AM. Thus, the presence of 6-AM in human-derived specimens cannot be caused by the use of legal opiate analgesics or ingestion of large quantities of poppy seeds. Therefore, 6-AM in urine is regarded as a specific marker for heroin abuse.

CEDIA® DAU AMPHETAMINES/ECSTASY ASSAY



Another First from Microgenics...

Three assays in one reagent kit:

- ▣ **Amphetamine**
- ▣ **Methamphetamine**
- ▣ **Ecstasy (MDA, MDMA, MDEA)**

The Amphetamines/Ecstasy Assay provides:

- A choice of two cutoff levels, 500 and 1000 ng/ml
- Fully automated qualitative and semi-quantitative results
- High specificity antibodies for the detection of Ecstasy drugs
- Detects d-Amphetamine, d-Methamphetamine & Ecstasy drugs
- Uses already available CEDIA DAU MultiDrug Calibrators & Controls

The Value of Innovation ... A History of Quality

Microgenics Corporation 46360 Fremont Blvd. Fremont CA 94538 1-800-232-3342 www.microgenics.com



CEDIA® DAU AMPHETAMINE/ECSTASY ASSAY

Performance Characteristics

Amphetamines/Ecstasy

% Cross-reactivity

Drug	500 ng/mL cutoff*	1000 ng/mL cutoff*
d-Amphetamine	100	100
d-Methamphetamine	100	100
MDA	100	100
MDMA	180	200
MDEA	180	170
MBDB	120	120
BDB	70	75
Para-methoxy-methamphetamine (PMMA)	111	100
Para-methoxy-amphetamine (PMA)	23	24

*d-Methamphetamine

ORDERING INFORMATION 1-800-232-3342

Catalog#	Product Description	Size(mL)
100038	Amphetamines/Ecstasy SC Kit	17
100037	Amphetamines/Ecstasy Kit	70
100039	Amphetamines/Ecstasy MC Kit	80
100040	Amphetamines/Ecstasy LC Kit	500

Calibrators

1557416	Negative Cal	5
1661388	Negative Cal	15
1730401	MultiDrug Primary Clinical Cutoff Cal ①	5
1730509	MultiDrug Primary Clinical Cutoff Cal ①	15
1815326	MultiDrug Primary Cutoff 2K Cal ②	5
1815334	MultiDrug Primary Cutoff 2K Cal ②	15
1730428	MultiDrug Secondary Cal	5
1730517	MultiDrug Secondary Cal	15
1730380	MultiDrug Intermediate Cal	5
1732218	MultiDrug Intermediate Cal	15
1730398	MultiDrug High Cal	5
1732226	MultiDrug High Cal	15

① Opiate 300 Cutoff ② Opiate 2K Cutoff

Controls

1868772	MultiDrug Control Set (For 1000 Cutoff)	3 x 5
1815440	MultiDrug Control Set (For 1000 Cutoff)	3 x 5

Accuracy

Urine samples were assayed with CEDIA® DAU Amphetamines/Ecstasy assay on the Hitachi 717 analyzer using GC/MS and a commercially available CEDIA DAU Amphetamine Assay as references.

CEDIA (Amph/Ecstasy) Methamphetamine 1000 ng/mL cutoff

	+	-
CEDIA Amph 1000 ng/mL cutoff	+ 144	- 0
	- 18†	87

% Agreement (Pos. samples) = 100%

% Agreement (Neg. samples) = 82.9%

†The 18 samples were tested by GC/MS, and the following results were obtained:

- 7 samples contained low levels of amphetamine (<300 ng/mL) as well as various Ecstasy compounds (MDA, MDMA, and MDEA) at concentrations ranging from 259-1140 ng/mL.
- 9 samples contained various Ecstasy compounds (MDA, MDMA, and MDEA) at concentrations ranging from 351-2677 ng/mL.
- 2 samples had insufficient volume for GC/MS testing.

CEDIA (Amph/Ecstasy) Methamphetamine 500 ng/mL cutoff

	+	-
CEDIA Amph 500ng/mL cutoff	+ 158	- 1*
	- 8**	79

% Agreement (Pos. samples) = 100%

% Agreement (Neg. samples) = 81.4%

**The 8 samples were tested by GC/MS, and the following results were obtained:

- 2 samples contained low levels of amphetamine (<300 ng/mL) as well as various Ecstasy compounds (MDA, MDMA, and MDEA) at concentrations ranging from 276-328 ng/mL.
- 5 samples contained various Ecstasy compounds (MDA, MDMA, and MDEA) at concentrations ranging from 40-351 ng/mL.
- 1 sample contained 392 ng/mL amphetamine with no Ecstasy compounds detected.

*This one sample was tested by GC/MS and was found to contain 502 ng/mL amphetamines (CEDIA results = 453 ng/mL).

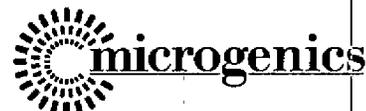
NOTE: The concentration of Ecstasy drugs in 14 samples is above the proposed confirmation cutoff of 250 ng/mL.

Contact your local Microgenics representative today to learn more about CEDIA Amphetamine/Ecstasy Assay.

... In Drugs of Abuse Testing

Microgenics Corporation US Customer and Technical Support: Tel: 1-800-232-3342 Fax: 1-800-829-8115

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ANE-XTT-02
3/03-04

CEDIA® DAU BENZODIAZEPINE



High Sensitivity Protocol

Another Innovation from Microgenics' CEDIA® DAU Program.

Microgenics has utilized CEDIA technology to address customer needs, producing a revolutionary approach to benzodiazepine screening.

Benefits of Benzodiazepine HS Protocol include:

- Enhanced detection of clinically important glucuronidated metabolites
- Minimized risk of a false negative result
- Automated, on-line hydrolysis of patient samples
- No effect on stability or precision of assay

Bring truly sensitive benzodiazepine testing to your laboratory.

The Value of Innovation ... A History of Quality

Microgenics Corporation 46360 Fremont Blvd. Fremont CA 94538 1-800-232-3342 www.microgenics.com



CEDIA® DAU BENZODIAZEPINE

High Sensitivity Protocol

Discrepant Sample	Leading Benzodiazepine EIA (200 ng/ml cutoff)	CEDIA DAU Benzodiazepine HS (200 ng/ml cutoff)	GC/MS Results
1	Negative	Positive	135 ng/ml oxazepam 65 ng/ml temazepam 285 ng/ml 7-NH ₂ -flunitrazepam
2	Negative	Positive	75 ng/ml oxazepam 1750 ng/ml 7-NH ₂ -flunitrazepam
3	Negative	Positive	170 ng/ml oxazepam 1500 ng/ml temazepam
4	Negative	Positive	264 ng/ml lorazepam
5	Negative	Positive	3132 ng/ml lorazepam
6	Negative	Positive	362 ng/ml 7-NH ₂ -clonazepam
7	Negative	Positive	1200 ng/ml oxazepam 170 ng/ml temazepam 80 ng/ml nordiazepam
8	Negative	Positive	100 ng/ml oxazepam 1300 ng/ml temazepam
9	Negative	Positive	3500 ng/ml oxazepam
10	Negative	Positive	140 ng/ml oxazepam 190 ng/ml temazepam 80 ng/ml nordiazepam

CEDIA DAU BENZODIAZEPINE HS

Reagent Preparation

Add 5µl of β-glucuronidase enzyme per ml of reconstituted R1 reagent

Gently invert R1 2-3 times

Place reagents on analyzer and test normally

ORDERING INFORMATION 1-800-232-3342

CEDIA DAU Benzodiazepine Assay	3x17ml	65ml	495ml
	100085	100094	1775561
Calibrator:	5ml	15ml	
Multi-Drug Calibrator, Primary Cutoffs	1815326	1815334	
Multi-Drug Calibrator, Secondary Cutoffs	1730428	1730517	
Multi-Drug Intermediate Calibrator*	1730380	1732218	
Multi-Drug High Calibrator*	1730398	1732226	
Negative Calibrator*	1557416	1661388	
β-Glucuronidase Enzyme	5ml 127680		
Control:	3 x 5ml		
Specialty Control Set	1815440		

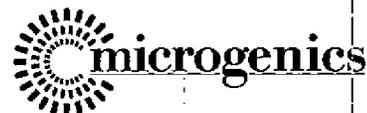
*For use with semi-quantitative protocol.

Contact your local Microgenics representative today to learn more about CEDIA DAU Benzodiazepine.

... In Drugs of Abuse Testing

Microgenics Corporation US Customer and Technical Support: Tel:1-800-232-3342 Fax: 1-800-829-8115

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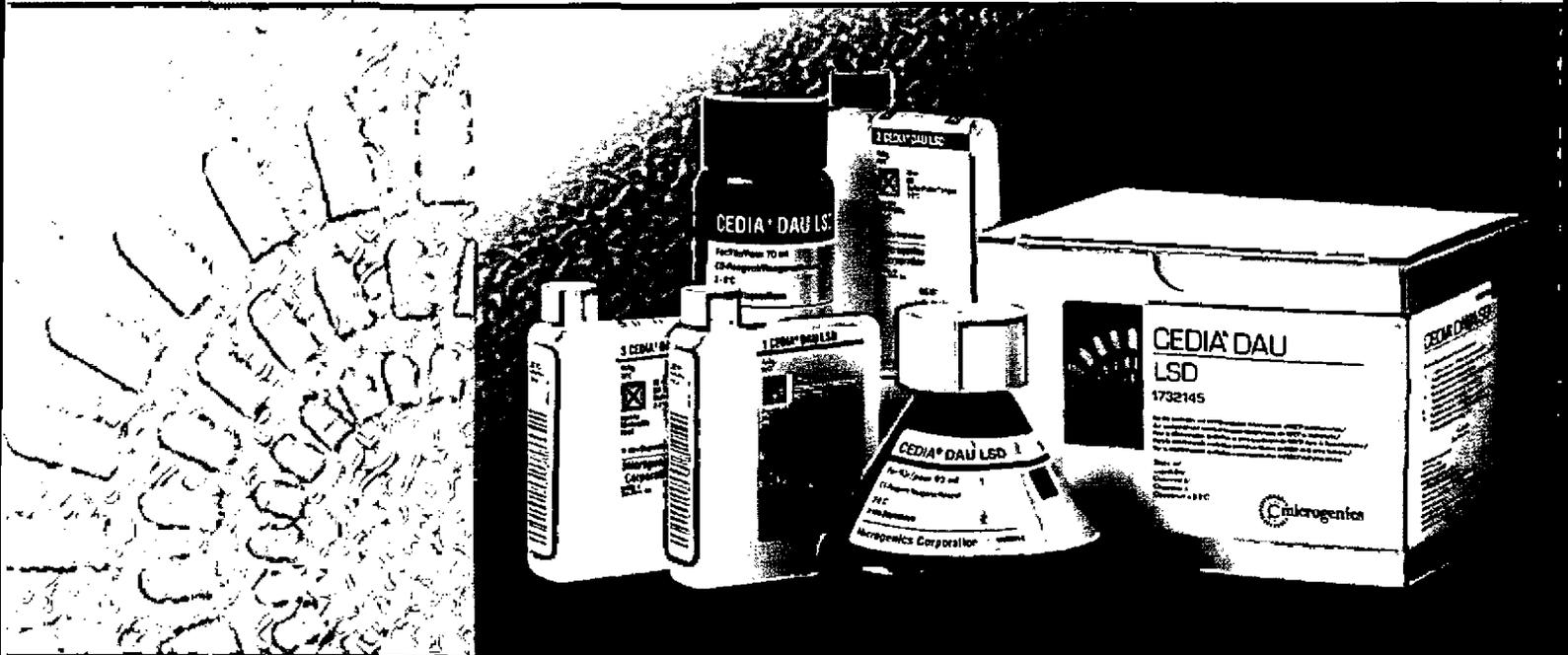


an Apogent company

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2003-04

CEDIA® DAU

LSD Assay and LSD ImmunElute™



CEDIA DAU LSD Assay

Microgenics has developed an innovative enzyme immunoassay for the detection of LSD in urine based on CEDIA® technology. Now toxicology and clinical laboratories have an alternative to laborious, expensive, and hazardous conventional methods.

Engineered Innovation of the CEDIA DAU LSD Assay

PROVIDES:

- Fully automated, qualitative or semi-quantitative results in minutes
- Excellent sensitivity and specificity
- Broad dynamic range of <math><0.1</math> to 3.0 ng/ml
- Freedom from sample matrix interference by utilizing a very small sample volume, unlike other LSD immunoassays
- Specificity and sensitivity similar to RIA methods
- Fewer false positive screens reduces unnecessary and expensive confirmations
- Increased value of drug test panel for clients

Sensitive to LSD metabolites which extends the window of detection.

The Value of Innovation...



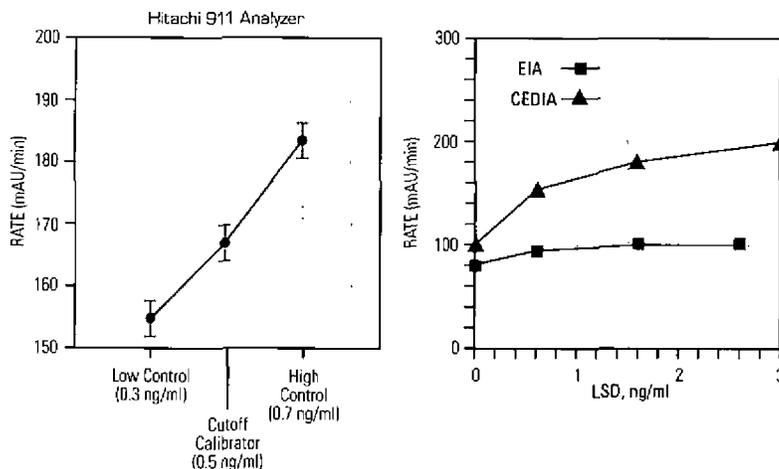
CEDIA DAU LSD Assay Specifications

SPECIFICITY

The parent compounds and metabolites listed below, when tested with CEDIA® DAU LSD assay, yielded the following percent cross-reactivity results.

COMPOUND	CONCENTRATION TESTED (ng/ml)	CROSS-REACTIVITY
d-LSD	0.5	100.0 %
Alpha-Ergocryptine	500,000	0.00005 %
Dihydroergotamine	125,000	0.00000 %
d-LAMPA	0.5	58.7 %
Ergonine	100,000	0.00000 %
Ergonine Methyl Ester	100,000	0.00000 %
Ergonovine	10,000	0.00580 %
Ergotamine	100,000	0.00000 %
iso-LSD	2,500	0.04000 %
Lysergic Acid	100,000	0.00000 %
lysergol	50,000	0.00034 %
Methysergide Maleate	50,000	0.00147 %
2-oxo-3-hydroxy LSD	30	1.82 %
Psilocybin	10,000	0.00000 %
Psilocyn	10,000	0.00000 %
Scrotonin	1,000,000	0.00000 %
Tryptophan	100,000	0.00000 %

CONTROL SEPERATION

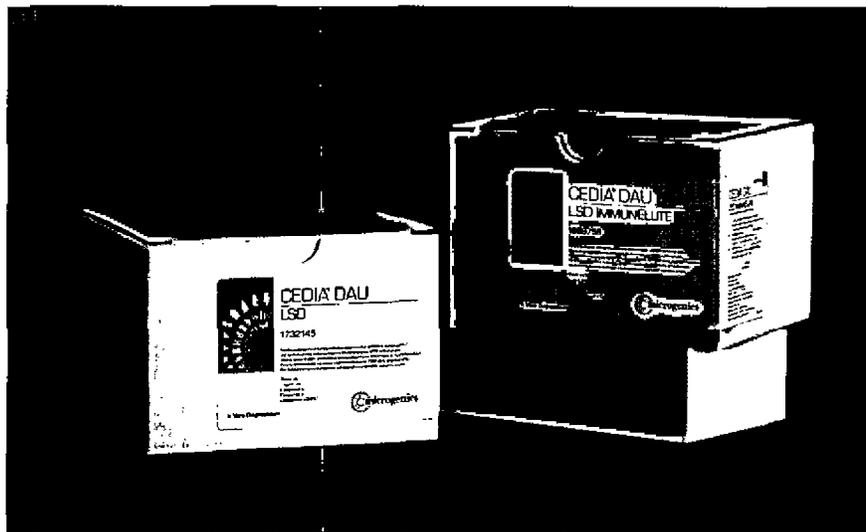


ASSAY SENSITIVITY

0.50 ng/ml Assay / Hitachi 911 Analyzer

	CEDIA		RIA		
	+	-	+	-	
GC/MS*	+	35	4	35	4
% Sensitivity vs. GC/MS:		89%		89%	

*The cut-off used for GC/MS was 0.20 ng/ml of LSD



... In Drugs of Abuse Testing

LSD IMMUNELUTE

MICROGENICS LSD ImmunElute™ gives you:

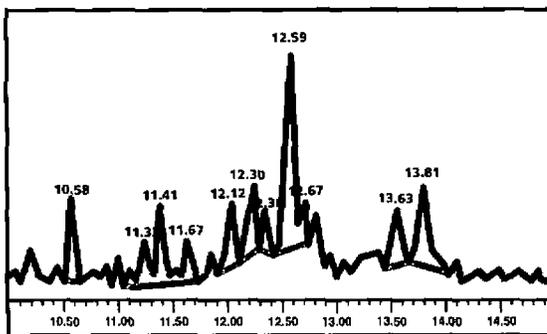
- Elimination of interfering background peaks:
Improved ion-ratio identification and signal integration
- Cleaner extracts:
More LSD sample detection between source cleanings
- Improved signal to noise:
Increased sensitivity
(LOD = 48 pg/ml, LOQ = 61 pg/ml)
- Simplified sample preparation:
Reduced labor costs
- No costly organic solvents:
Reduced material costs and safety hazards

All of this allows EASY LSD confirmation... with standard equipment!

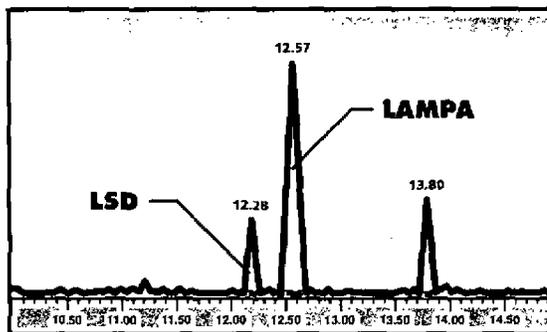
CONFIRMATION EXTRACTION METHOD

Monoclonal Antibody extracts only LSD, giving a much cleaner sample than conventional methods

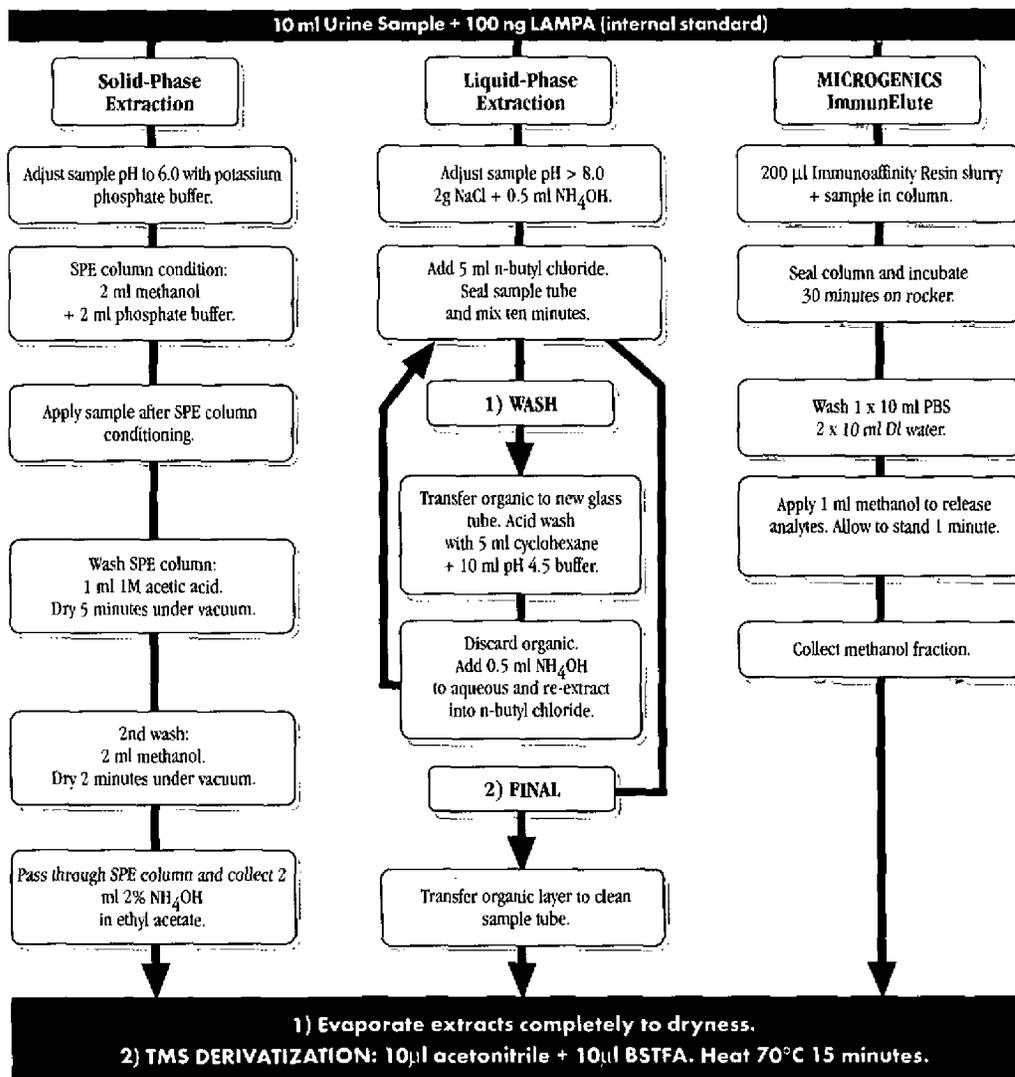
Solid-Phase Extraction



MICROGENICS ImmunElute Resin Extraction



Flowchart of Available LSD Confirmation Sample Preparation Methods



ORDERING INFORMATION 1-800-232-3342

LSD REAGENT KITS

Catalog Number	Application	Approximate Assays	Reconstituted Stability	Configuration
1732137	902, 911 912, 917	135	90 days	SC R1: 1 x 15 ml R2: 1 x 15 ml R3: 1 x 20 ml
1732145	911, 912 917	610	90 days	MC R1: 1 x 70 ml R2: 1 x 70 ml R3: 1 x 92 ml

LSD CALIBRATORS

Description	Catalog	Size	Reconstituted Stability	d-Lysergic Acid Concentration (ng/ml)
Negative Calibrator*	1557416	1 x 5 ml liquid	60 days	0.0
LSD Cutoff Calibrator	1732153	1 x 5 ml lyophilized	60 days	0.5
LSD Intermediate Calibrator*	1732161	1 x 5 ml lyophilized	60 days	1.5
LSD High Calibrator*	1732196	1 x 5 ml lyophilized	60 days	3.0

* For use with semi-quantitative protocol

LSD ImmunElute

Description	Catalog	# of Samples	Contents
LSD ImmunElute	1868756	25	5 mL Resin 25 each 10 ml Disposable Extraction Columns

The LSD ImmunElute Sample Extraction Method is ideally suited to use for confirmation of samples screened with the CEDIA LSD Assay (Cat#1732137 & 1732145).



Contact your local Microgenics representative today to learn more about CEDIA DAU LSD Assay and LSD ImmunElute.

... In Drugs of Abuse Testing



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Thermo Scientific
CEDIA and DRI
Methadone Metabolite (EDDP)

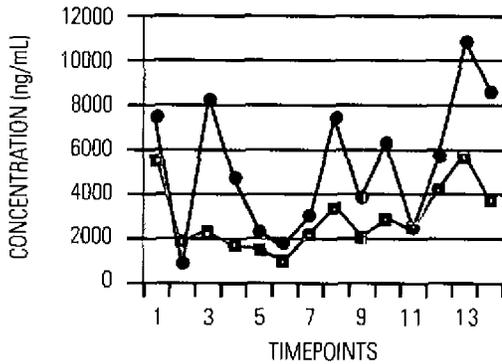


As the innovator in Drugs of Abuse testing, we have produced an assay to revolutionize methadone screening. The CEDIA® and DRI EDDP assays are fast, accurate and reliable methods available for methadone metabolite screening.

- **Protects clients who rapidly metabolize methadone**
 - **Safeguards clients from incorrect intervention**
 - **Identify methadone "spikers"**
 - **Provides pharmacologically accurate results with virtually no cross reactivity to methadone**
 - **Applications for a variety of clinical chemistry analyzers**
- EDDP provides more information than methadone screening alone.**

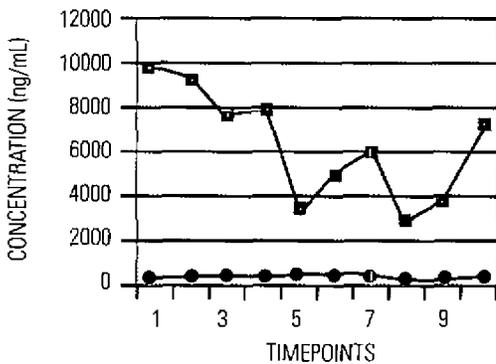
● Methadone(ng/mL) ■ EDDP(ng/mL)

TYPICAL METHADONE CLIENT PROFILE



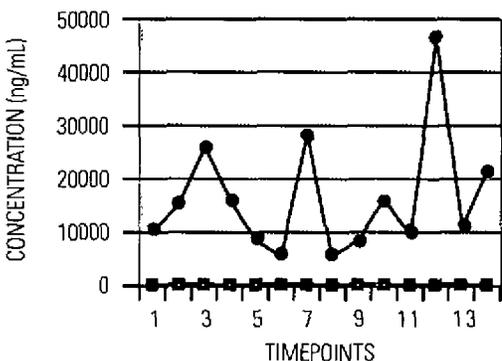
In this subject, all specimens screened over a 12 week period were positive for both methadone and its metabolite. While levels are variable, all were above assay cutoff concentrations for both methadone and EDDP.

"FAST METABOLIZER"



This subject illustrates a case of rapid metabolism that is probably drug induced. The patient had very high levels of EDDP in all specimens collected but levels of methadone ranging from 121 to 284 ng/mL. In this patient, use of methadone screens alone would lead to incorrect conclusions about compliance with methadone treatment since they are all negative.

PROBABLE METHADONE SPIKER



This figure shows a patient with extraordinarily high levels of methadone, ranging up to more than 40,000 ng/mL (4-10 times higher than typical levels). In contrast to specimens from most patients, no EDDP was found in the specimens from this subject, strongly suggesting diversion of the methadone and "spiking" of the urine to pass the drug screens.

Order 1-800-232-3342

Methadone Metabolite (EDDP) Reagent Kit	
Catalog #	Size
CEDIA	
100087	3x17 mL
100096	65 mL
1868217	495 mL
DRI	
100115	100 mL
100116	500 mL

Methadone Metabolite Calibrators		
CEDIA	5 mL	15 mL
Primary Cutoff	1815326	1815334
Secondary Cutoff	1730428	1730517
Intermediate*	1730380	1732218
High*	1730398	1732226
Negative Calibrator*	1557416	1661388
* Use for Semi-quantitative protocol		
DRI		
	10 mL	
Methadone Metabolite 150ng/mL	100117	
Methadone Metabolite 300ng/mL	100118	
Methadone Metabolite 1000ng/mL	100120	
Methadone Metabolite 2000ng/mL	100122	

Methadone Metabolite Controls*		
	3 x 5 mL	Levels Low & High
MGC Primary DAU Control Set	100200	750, 1250
MGC Clinical DAU Control Set	100201	75, 125
MGC Specialty DAU Control Set	1815440	75, 125
* For use with CEDIA and DRI		

Diagnostics

U.S.A.

46360 Fremont Blvd.
 Fremont, CA 94538 USA
 Tel. 800-232-3342
 Fax: 510-979-5002

Canada

Tel. 905-286-4290
 contact@diagnostix.ca

Germany

Tel. + 49 851 88689 0
 microgenics.DE.info@thermofisher.com

Australia

Tel. + 61 2 9649 9599
 info@microgenics.com.au

Spain

Tel. + 34 93589 8338
 microgenics.ES.info@thermofisher.com

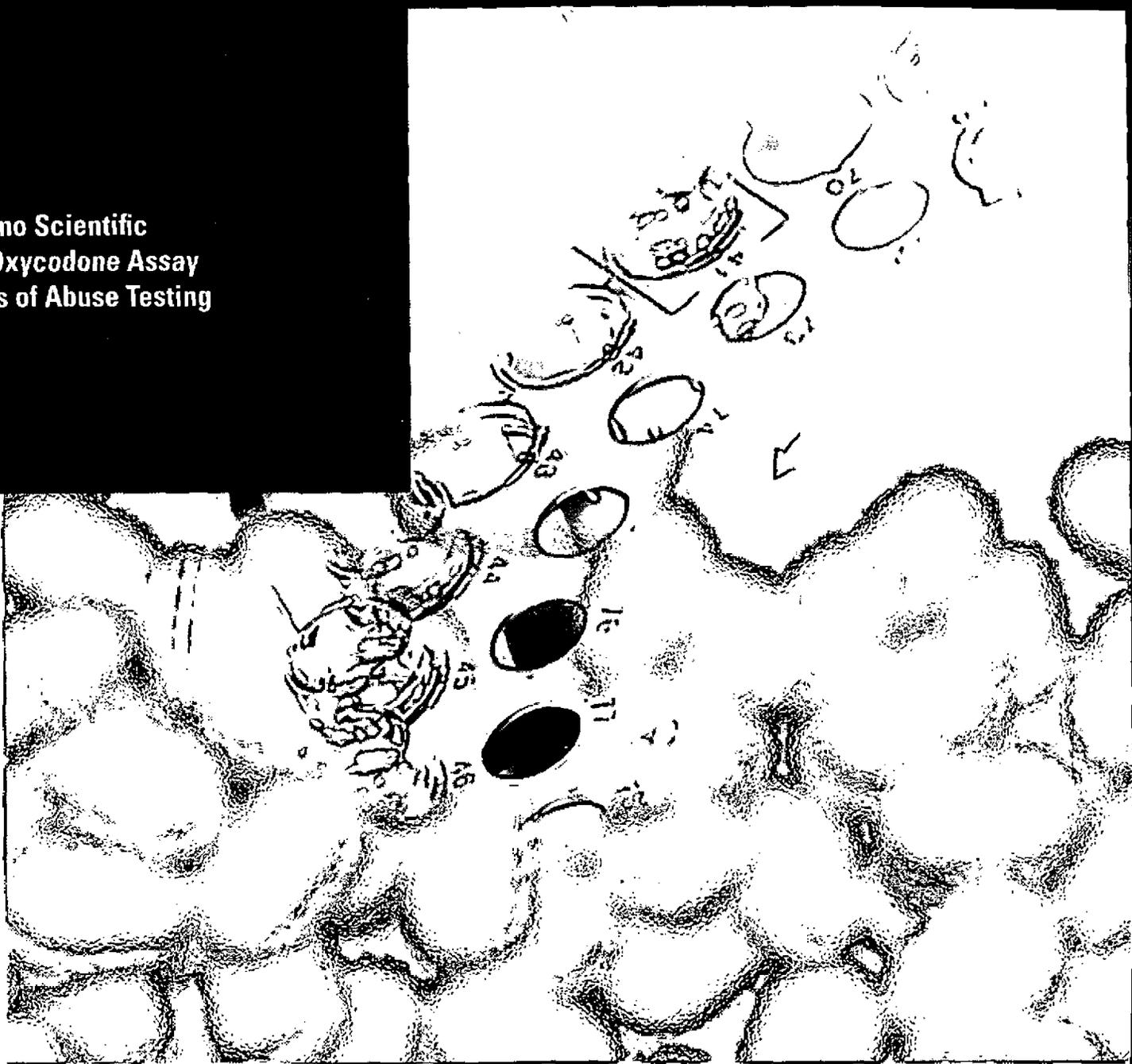
United Kingdom

Tel. + 44 1727 853151
 microgenics.UK.info@thermofisher.com

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2008 08 01

**Thermo Scientific
DRI Oxycodone Assay
Drugs of Abuse Testing**



Oxycodone, a semi-synthetic opioid, is prescribed for pain management for patients with moderate to severe pain. The analgesic properties of oxycodone are similar to codeine and morphine, but more potent than morphine. Oxycodone has a higher dependency potential. Drug abusers crush the pills into powder and snort for a faster effect which may result in a potentially fatal outcome.

The DRI® Oxycodone assay is a liquid, ready-to-use assay with specific antibodies that detect oxycodone and oxymorphone without significant cross reactivity to other opiate compounds.

Specific Immunoassay for Detecting Oxycodone

- Outstanding sensitivity and specificity
- Exhibits 100% cross-reactivity to oxymorphone with very low cross reactivity to other opiate compounds
- Excellent correlation with GC/MS
- Optimized for 2 cutoff levels, 300 ng/mL and 100 ng/mL
- Fully automated results in minutes
- Increased value to drug test panel for clients
- Liquid, ready-to-use reagents in convenient packaging for use on a variety of chemistry analyzers

Sensitivity

The sensitivity of the assay using the negative calibrator is 4.9 ng/mL:

Cross Reactivity

The following structurally related compounds tested negative with the DRI Oxycodone assay using a cutoff of 100 ng/mL:

Compound	Concentrations (µg/mL)
6-Acetylmorphine	50
Codeine	500
Dihydrocodeine	100
Heroin	300
Hydrocodone	75
Hydromorphone	30
Levorphanol	200
Morphine	350
Morphine-3-glucuronide	900
Norcodeine	1000
Normorphine	1000

Order 1-800-232-3342

Catalog Number	Product Description	Size (mL)
100248	Oxycodone Reagent Kit	70
100249	Oxycodone Reagent Kit	500
100250	Oxycodone 100 Calibrator	10
100251	Oxycodone 300 Calibrator	10
100252	Oxycodone 500 Calibrator	10
100253	Oxycodone 1000 Calibrator	10
100254	Oxycodone 100 Control	2 x 10
100255	Oxycodone 300 Control	2 x 10

Within Run Precision

Qualitative				Semi-Quantitative			
100 ng/mL Cutoff	75 ng/mL	100 ng/mL	125 ng/mL		75 ng/mL	100 ng/mL	125 ng/mL
Mean (mA/min) =	348	370	389	Mean (ng/mL) =	73	98	123
SD =	2.1	1.9	2.0	SD =	2.4	2.9	3.0
% CV =	0.6	0.5	0.5	% CV =	3.3	2.9	2.4
300 ng/mL Cutoff	225 ng/mL	300 ng/mL	375 ng/mL		225 ng/mL	300 ng/mL	375 ng/mL
Mean (mA/min) =	429	458	479	Mean (ng/mL) =	227	303	375
SD =	2.2	2.4	2.4	SD =	5.0	9.0	10.2
% CV =	0.5	0.5	0.5	% CV =	2.2	3.0	2.7

Total Precision

Qualitative				Semi-Quantitative			
100 ng/mL Cutoff	75 ng/mL	100 ng/mL	125 ng/mL		75 ng/mL	100 ng/mL	125 ng/mL
Mean (mA/min) =	348	370	389	Mean (ng/mL) =	73	98	123
SD =	2.9	3.2	3.1	SD =	2.9	3.6	4.9
% CV =	0.8	0.9	0.8	% CV =	4.0	3.7	4.0
300 ng/mL Cutoff	225 ng/mL	300 ng/mL	375 ng/mL		225 ng/mL	300 ng/mL	375 ng/mL
Mean (mA/min) =	429	458	479	Mean (ng/mL) =	227	303	375
SD =	3.7	4.1	3.8	SD =	8.2	11.5	14.7
% CV =	0.9	0.9	0.8	% CV =	3.6	3.8	3.9

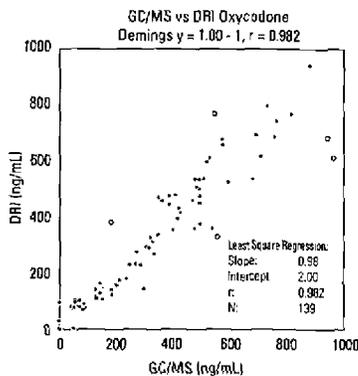
Method Comparison

Qualitative vs. GC/MS

In sample correlation studies using 144 clinical samples, the overall concordance at both cutoff levels, 100ng/mL and 300ng/mL, is 97.2%.

Semi-Quantitative vs. GC/MS

DRI Oxycodone correctly detected 59 samples as positive and 84 as negative using 100 ng/mL as cutoff calibrator.



Interference

No significant interference was observed from the following substances:

Interferent Level	(mg/dL)	Interferent Level	(mg/dL)
Acetone	1000	Hemoglobin	300
Ascorbic acid	1500	Human serum albumin	500
Creatinine	500	Oxalic acid	100
Ethanol	1000	Riboflavin	7.5
Galactose	10	Sodium Chloride	1000
Glucose	3000	Urea	2000

Diagnostics

U.S.A.

46360 Fremont Blvd.
 Fremont, CA 94538 USA
 Tel. 800-232-3342
 Fax: 510-979-5002

Canada

Tel. 905-286-4290
 contact@diagnostix.ca

Germany

Tel. + 49 851 88689 0
 microgenics.DE.info@thermofisher.com

Australia

Tel. + 61 2 9649 9599
 info@microgenics.com.au

Spain

Tel. + 34 93589 8338
 microgenics.ES.info@thermofisher.com

United Kingdom

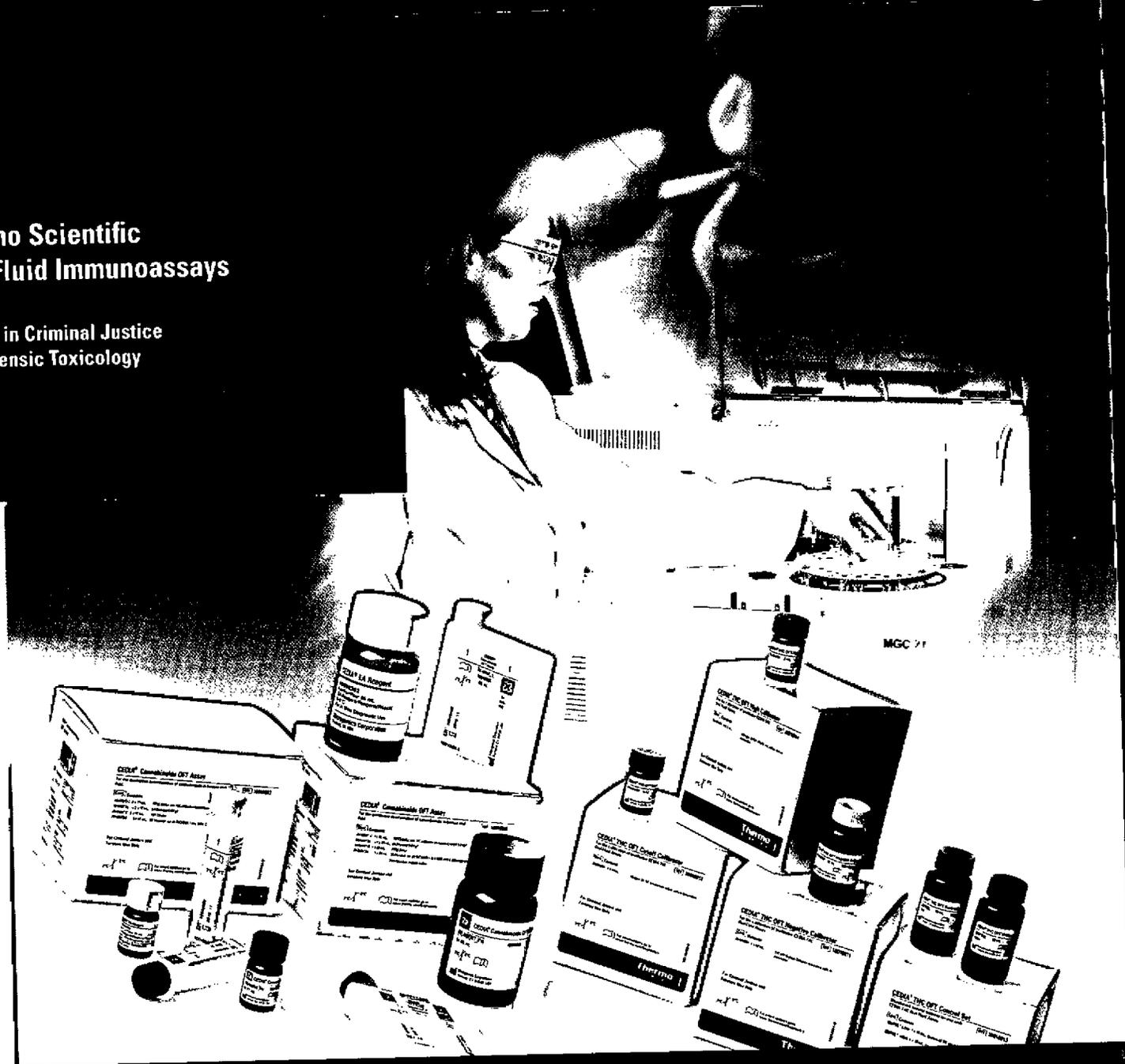
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2008 08 01

Thermo Scientific Oral Fluid Immunoassays

For Use in Criminal Justice
and Forensic Toxicology



The Thermo Scientific CEDIA OFT Drugs of Abuse Immunoassays for use in Criminal Justice and Forensic Toxicology are the newest tools for drugs of abuse screening. Using the same immunoassay technology, testing is now faster and more cost effective using clinical chemistry analyzers.

CEDIA® OFT Drugs of Abuse immunoassays have significant advantages over traditional urine sample testing. Observation of oral fluid collection is noninvasive and can reduce the risk of adulterated samples. Sample collection can be done during routine field visits or during regular check-ins.

Thermo Scientific Oral Fluid Immunoassays

For Use in Criminal Justice and Forensic Toxicology

The Thermo Scientific CEDIA Oral Fluid Immunoassays offer another option for drug screening. These are qualitative tests which can be used as a screening tool to aid in the investigation of drug use. As with any drug screening, confirmation testing is required.

These two reagent systems are based on same CEDIA® technology as other CEDIA immunoassays. They are lyophilized homogeneous enzyme immunoassays. They are also available in convenient sizes to meet the needs of the lab.

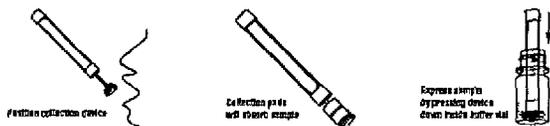
Description	Cat. No.	Size
CEDIA Amphetamine OFT	10011931	3 x 17
	10011932	1 x 65
CEDIA Cannabinoids (THC) OFT	10010883	3 x 17
	10010888	1 x 65
CEDIA Cocaine OFT	10014734	3 x 17
	10014740	1 x 65
CEDIA Methamphetamine OFT	10011934	3 x 17
	10011936	1 x 65
CEDIA Opiate OFT	10010612	3 x 17
	10010659	1 x 65
CEDIA PCP OFT	10010619	3 x 17
	10010665	1 x 65

These are not for use in In-vitro diagnostic testing.

Oral Fluids Collection Device

To assist in the collection of oral fluids for drug use investigations, the Thermo Scientific Oral Fluid Device is simple and easy to use. Each device is provided with preservative buffer to be used once sample is collected.

Simple, pictorial instructions are provided with each individually sealed device.



Cat No.	Description	Size
10014729	Oral Fluids Device (for collection of oral fluids sample)	1 box of 25 devices

Calibrators

The Thermo Scientific CEDIA OFT calibrators are liquid, ready-to use and have been developed for use with the CEDIA OFT reagent kits. They offer a 3 point calibration of: Negative, Cutoff and High. The CEDIA THC OFT and the CEDIA Methamphetamine OFT have separate calibrator sets, while the rest of the assays can use the new Thermo Scientific CEDIA Multi-Drug OFT Calibrators.

Cat No.	Description	Size (mL)
10011942	CEDIA Multi-Drug OFT Neg Cal	1 x 20
10011943	CEDIA Multi-Drug OFT Cutoff Cal	1 x 10
10011944	CEDIA Multi-Drug OFT High Cal	1 x 10
10011938	CEDIA Methamphetamine OFT Neg Cal	1 x 10
10011939	CEDIA Methamphetamine OFT Cutoff Cal	1 x 5
10011940	CEDIA Methamphetamine OFT High Cal	1 x 5
10010911	CEDIA THC OFT Neg Cal	1 x 10
10010912	CEDIA THC OFT Cutoff Cal	1 x 5
10010914	CEDIA THC OFT High Cal	1 x 5

Control Set

To complete the testing process, the Thermo Scientific CEDIA OFT Control sets have been optimized for use with the oral fluids immunoassays. They are also liquid, ready-to use and each offers a low and high. Similar to the OFT Calibrators the CEDIA Multi-Drug OFT Control Set can be used with the Amphetamine OFT, Cocaine OFT, Opiate OFT and PCP OFT reagent kits.

Cat No.	Description	Size (mL)
10011941	CEDIA Methamphetamine Control Set	2 x 10
10011945	CEDIA Multi-Drug OFT Control Set	2 x 15
10010915	CEDIA THC OFT Control Set	2 x 10

Ordering Information

For more information on Thermo Scientific Quality Controls or LabLink xL and Extra, please contact 1-800-232-3342, or email: sales.diagnostics.fmt@thermofisher.com

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Diagnostics

U.S.A.

46360 Fremont Blvd.
Fremont, CA 94538 USA
Tel. 800-232-3342
Fax: 510-979-5002

Canada

Tel. 905-286-4290
CDD.Canada@thermofisher.com

Germany

Tel. +49 851 68689 0
microgenics.DE.info@thermofisher.com

Australia

Tel. +61 2 9649 9599
info@microgenics.com.au

Spain

Tel. +34 93589 8338
microgenics.ES.info@thermofisher.com

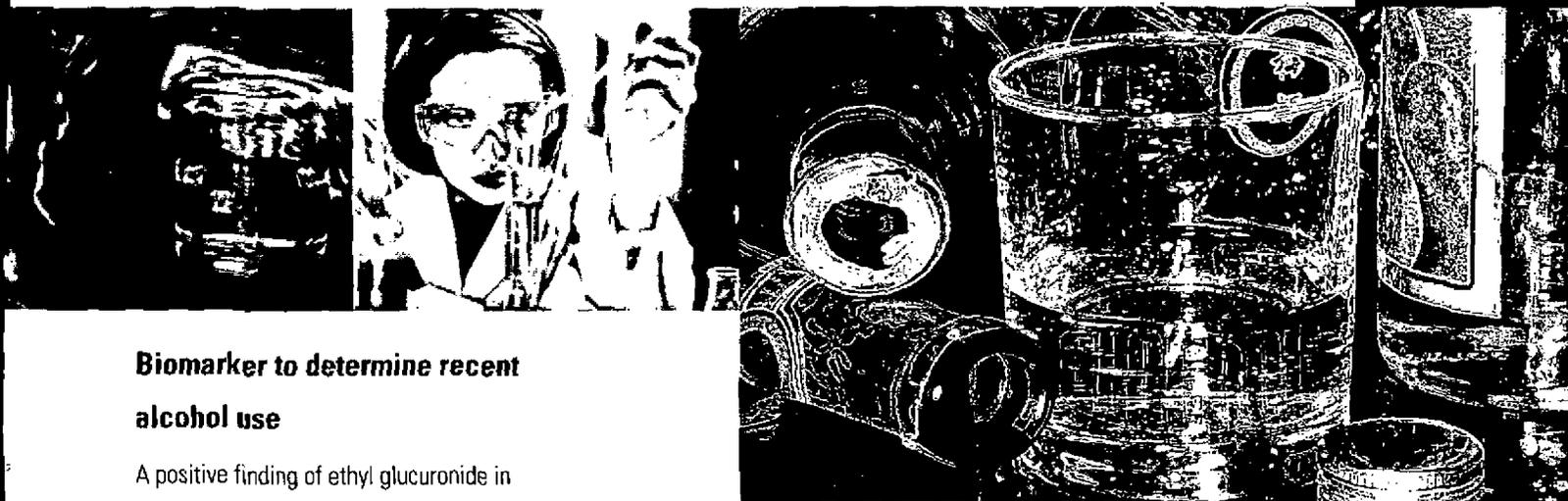
United Kingdom

Tel. +44 01727 821099
cdx.UK.info@thermofisher.com

Thermo
SCIENTIFIC

DRI[®] Ethyl Glucuronide Assay

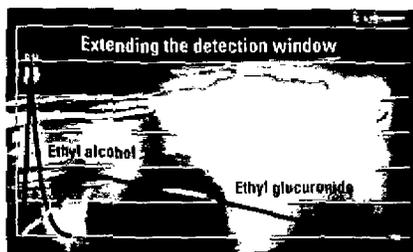
Thermo Scientific introduces the first fully automated immunoassay for the detection of Ethyl Glucuronide in human urine. Ethyl Glucuronide has proven to be an excellent marker for recent alcohol consumption, since it is a direct ethanol metabolite and has a significantly longer detection time than alcohol.



Biomarker to determine recent alcohol use

A positive finding of ethyl glucuronide in urine proves that the person was recently drinking alcohol. Even the intake of a low dose of ethanol is detectable in urine. DRI[®] EtG Assay can be used to determine recent alcohol use or for monitoring abstinence, e.g.

- patients in alcohol withdrawal programs
- patients awaiting liver transplantation
- employees in safety sensitive settings
- healthcare professionals in alcohol recovery programs
- prisoners on parole.



Key Features

Convenient and time-efficient immunoassay format

The DRI[®] EtG assay is liquid and ready to use. It can be run on major clinical chemistry platforms, as part of an automated drugs of abuse panel.

Monoclonal antibody highly specific to Ethyl Glucuronide

The assay shows no marked cross-reactivity to other urinary glucuronides or to other Ethanol metabolites.* Recent studies have demonstrated the new DRI[®] EtG assay shows excellent correlation to LC/MS

*Data on file

Resolving forensic questions

Ethanol While Ethanol can be produced as a result of *in vitro* fermentation (of sugar, bacteria or yeast), EtG is only evident when alcohol has actually been consumed. The DRI[®] Ethyl Glucuronide Assay can therefore be used as a confirmatory test to determine if the alcohol in the urine sample is due to drinking alcohol or formed *in vitro* by fermentation.

Determination of EtG in Urine

DRI® Ethyl Glucuronide Assay

Expected values

Reportable Range - The DRI® Ethyl Glucuronide Assay is designed for semi-quantitative use (range 100 ng/mL - 2000 ng/mL)

Qualitative Mode - Two cutoff calibrators, 500 ng/mL and 1000 ng/mL, are available

Performance

Sensitivity - The Limit of Detection for the DRI® Ethyl Glucuronide assay is 15.3 ng/mL

Linearity - The assay shows linearity up to 2000 ng/mL, samples above 2000 ng/ml can be diluted and re-assayed with negative urine

Precision - semi-quantitative (ng/mL)

Calibrator/Control	500 ng/mL cutoff					
	Within-run Precision			Total Precision		
	Mean	SD	%CV	Mean	SD	%CV
N=120						
375	373	11.3	3.0	373	18.1	4.9
500	502	10.5	2.1	502	19.4	3.9
625	623	13.2	2.1	623	22.3	3.6

Accuracy - (following data generated using 500 ng/mL cutoff calibrator)

DRI® EtG Assay		+	-
		94	3*
LC/MS/MS			
		2**	85

* Two of the three samples were borderline negative by the immunoassay. One sample was borderline positive by LC/MS/MS.

** Samples were borderline positive in the immunoassay.

Ordering Information

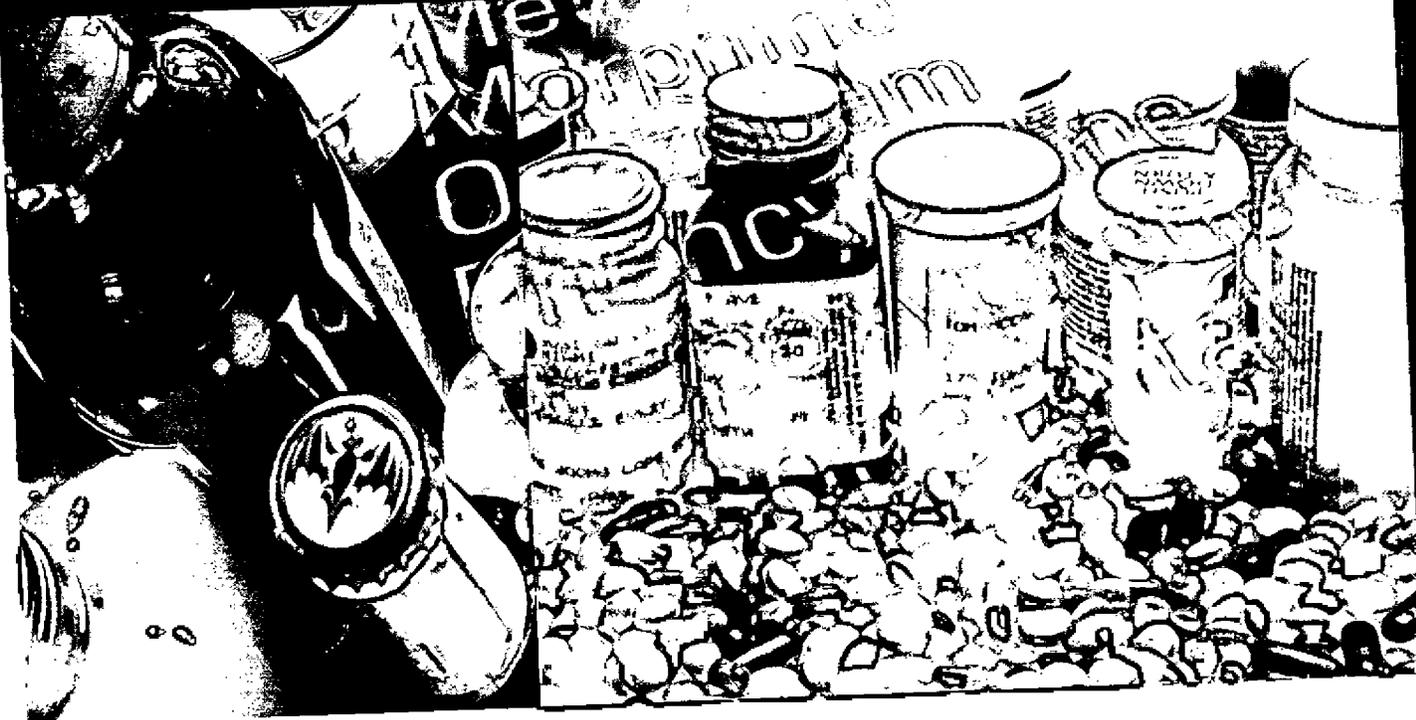
Reagent

Size

Number

DRI® Ethyl Glucuronide Reagent Kit	17 mL R1 & 17 mL R2	
DRI® Ethyl Glucuronide Reagent Kit	65 mL R1 & 65 mL R2	1 001 129 7
DRI® Ethyl Glucuronide Reagent Kit	500 mL R1 & 500 mL R2	1 001 122 6
DRI® Negative Calibrator	10 mL	1 664
DRI® Ethyl Glucuronide 100 ng/mL Calibrator	10 mL	1 001 120 8
DRI® Ethyl Glucuronide 500 ng/mL Calibrator	10 mL	1 001 121 0
DRI® Ethyl Glucuronide 1000 ng/mL Calibrator	10 mL	1 001 121 2
DRI® Ethyl Glucuronide 2000 ng/mL Calibrator	10 mL	1 001 121 3
DRI® Ethyl Glucuronide 5000 ng/mL Calibrator	10 mL	1 001 121 4
DRI® Ethyl Glucuronide 500 ng/mL Control Set 375 ng/mL Low, 625 ng/mL High	25 mL each level	1 001 120 9
DRI® Ethyl Glucuronide 1000 ng/mL Control Set 750 ng/mL Low, 1250 ng/mL High	25 mL each level	1 001 121 1

**Thermo Scientific
MAS DOA TOTAL Control
For Drugs of Abuse Testing**



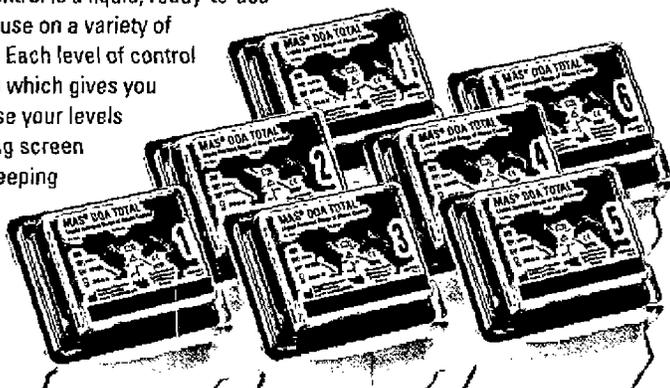
The Thermo Scientific MAS DOA TOTAL Control is a liquid, ready-to-use product available for use on a variety of instrument platforms utilized in drugs of abuse screening and confirmatory testing.

- flexibility, choice and quality
- 19 analytes with 4 distinct levels
- drug-free and high positive levels
- wide platform use

Get total control over choice, reliability, quality

The new Thermo Scientific MAS DOA TOTAL Control is a multi-constituent urine toxicology control offering 19 analytes with 4 distinct levels at drug concentrations 25% below and above commonly used screening and SAMHSA cutoffs. A drug-free level and high positive level are also available (6 levels total).

MAS® DOA TOTAL Control is a liquid, ready-to-use product available for use on a variety of instrument platforms. Each level of control is individually packed which gives you the flexibility to choose your levels according to your drug screen panel cutoffs while keeping the number of control vials to a minimum.



Constituent Cutoff Values

Constituent	Chemical	Alternative Cutoff Levels				Standard & SAMHSA Cutoff Levels			
		L1	L2	Cutoff	L3	L4	Cutoff	L5	L6
Amphetamine	D-methamphetamine	Negative (drug-free)	- 25% below cutoff	1000	+ 25% above cutoff	- 25% below cutoff	500	+ 25% above cutoff	Elevated
Barbiturates	Secobarbital			300			200		
Benzodiazepine	Nitrazepam			300			-		
Benzodiazepine	Oxazepam			-			200		
Buprenorphine	Buprenorphine			-			20		
Cannabinoid (THC)	11-nor-9-COOH-Δ9-THC			25			50		
Cocaine	Benzoylcegonine			300			150		
Cotinine	Cotinine			500			-		
Ethanol	Ethanol			20			50		
ETG	Ethyl Glucuronide			500			1000		
LSD	LSD			0.5			0.5		
Methadone	Methadone			300			300		
Methadone Metabolite	EDDP			100			1000		
Methaqualone	Methaqualone			300			300		
Opiates	Morphine, free			300			2000		
Oxycodone	Oxycodone			100			300		
PCP	Phencyclidine			25			25		
Propoxyphene	Propoxyphene			300			300		
Tricyclics	Nortriptyline			300			1000		

Part #	Level	# Bottles / Sizes	Storage / Stability	Matrix
DOAT-1	1	6 x 18 mL	24 months @ 2 - 8° C 30 days @ 2 - 8° C opened	Human Urine
DOAT-2	2			
DOAT-3	3			
DOAT-4	4			
DOAT-5	5			
DOAT-6	6			
DOAT-MP	Multi Pack	1 bottle per level, 18 ml each		

LabLink xL

Used in conjunction with MAS controls, Thermo Scientific LabLink xL web-based QAP software fulfills various regulatory requirements for QC tracking, including peer data review.

- Get an external perspective on your internal day-to-day QC
- Troubleshoot variances immediately with visibility to a world-wide peer group of users
- Assess quickly and easily whether shifts in QC recoveries are unique to your laboratory
- Reduce troubleshooting time and quickly release patient results

LabLink Extra

Thermo Scientific LabLink Extra web-based QAP software works in unison with the LabLink xL Quality Assurance Program to provide a gateway for up to the minute support data for Thermo Scientific QC products and the LabLink xL QAP system.

- Access to online QC package insert documents and updates
- Quality Control handling and enhanced performance recommendations
- LabLink xL QC data file generation guidelines (LIS and Instrument Options)
- Country specific technical support contact information available on demand

Ordering Information

For more information please contact 1-800-232-3342, or email: sales.diagnostics.fmt@thermofisher.com

www.thermoscientific.com/QC

Diagnostics

U.S.A.

46360 Fremont Blvd.
Fremont, CA 94538 USA
Tel. 800-232-3342
Fax: 510-979-5002

Canada

Tel. 905-286-4290
CDD.Canada@thermofisher.com

Germany

Tel. + 49 851 88689 0
microgenics.DE.info@thermofisher.com

Australia

Tel. + 61 2 9649 9599
info@microgenics.com.au

Spain

Tel. + 34 93589 8338
microgenics.ES.info@thermofisher.com

United Kingdom

Tel. + 44 01727 821099
cdx.UK.info@thermofisher.com

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Global Logistics

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STATION: DEN
866-882-7935

B.O.L. #:
229906552

FROM: THERMO FISHER SCIENTIFIC
46117 LANDING PARKWAY
SIDE DOOR NEXT TO LOBBY
FREMONT, CA 94538
Attn: JENNIFER AMASON
Phone: 510-979-5195
Instr: Knock on side door next to Lobby or call phone 209-202-5111

Routing:



TO: STATE OF MISSOURI
DPMM
301 WEST HIGH ST., RM 630
JEFFERSON CITY, MO 65101
Attn: STACIA DAWSON
Phone: 573-522-3052
Instr: Door to Door Delivery by 10am

Acct: THERMO FISHER
SCIENTIFIC
Pcs: 1
Weight: 15
Decl Val:
Refer: MO DOC RFP
Order By: Jennifer Amason
Order Date: 11/29/11 06:00 PM (PDT)

Delivery Date/Time 11-30-11 1310

Signature *BR*

2084

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