

# MASTER AGREEMENT #101425 CATEGORY: Laboratory and Toxicology Testing, Screening Services, and Related Solutions SUPPLIER: Avertest, LLC dba Averhealth

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Avertest LLC, dba Averhealth, 2400 Old Brick Road, Suite 142, Glen Allen, VA 23060 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

#### Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) Purpose. Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) Intent. The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- **3)** Participating Entity Access. Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) Supplier Access. The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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- Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- **5) Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 1, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) Extensions. Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - **b) Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- **6) Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- **7) Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #101425) to Participating Entities. In-scope solutions include:
  - **a)** Criminal Justice, Legal, Corrections, Law Enforcement, and Behavioral Health Testing and Screening, such as:
    - i) Toxicology testing, forensic and diagnostic screening, and DNA analysis of bodily fluids, tissues, or other biological specimens;
    - **ii)** Court-admissible reporting, expert testimony, and compliance monitoring for individuals in probation, parole, diversion, or medication-assisted treatment (MAT) program.
  - **b)** Employment-Related & Occupational Testing and Screening, such as:
    - i) Laboratory-confirmed and point-of-collection (POCT) drug and alcohol testing (e.g., preemployment, random, post-accident, DOT-compliant);
    - ii) Background checks and identity verification that are in conjunction with solutions in b)i);
    - iii) Occupational health assessments and regulatory exams.
  - c) Products and services directly related to a) and b) above, such as test or sample kits and equipment, collection tools or devices, toxicology reagents, packaging, Medical Review Office (MRO) services, chain-of-custody systems and documentation tools, mobile or on-site sample collection, technology solutions, system integration, training, support, and implementation services.
- 8) Included Solutions. Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) Indefinite Quantity. This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- **10) Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

- **11) Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) Open Market. Supplier's open market pricing process is included within its Proposal.

#### 13) Supplier Representations:

- i) Compliance. Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- **14) Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) Debarment and Suspension. Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
  - i) EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41

C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

- ii) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). iii) Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- **xiii) FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- **xiv) NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- **rv) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- **xvi) FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- **xvii) CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as

described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- **xviii) U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) Authorized Sellers. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) Product and Price Changes Requirements. Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- **3)** Authorized Representative. Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and

Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- **4) Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) Reporting Requirements. Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 7) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- **8) Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master

- Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) Fee Remittance. Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- **10) Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) Audit Requirements. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) Assignment, Transfer, and Administrative Changes. Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- **13) Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- **14) Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- **15) Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- **16) Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

- 17) Indemnification. Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- **18) Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

#### 19) Grant of License.

- a) During the term of this Agreement:
  - i) Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
  - ii) Sourcewell Promotion. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

#### c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) Termination. Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and

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promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- **21) Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- **22) Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
  - a) Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) Certificates of Insurance. Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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- d) Waiver of Subrogation. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) Umbrella/Excess Liability/SELF-INSURED RETENTION. The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- **23) Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- **24) Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) Quotes to Participating Entities. Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) Shipping, Delivery, Acceptance, Rejection, and Warranty. Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- **3) Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) Ordering Process and Payment. Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) Transaction Documents. Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) Additional Terms and Conditions Permitted. Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) Subsequent Agreements and Survival. Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) Participating Addendums. Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Avertest, LLC dba Averhealth
Signed by:  Jevery Schwartz  By:	Signed by:  Dominiane Hummel  908F4AD827DB48E
Jeremy Schwartz	Dominique Hummel
Title: Chief Procurement Officer	Title: CEO
Date: 12/8/2025   9:52 AM CST	Date:12/8/2025   9:30 AM CST

v052824

# RFP 101425 - Laboratory and Toxicology Testing, Screening Services, and Related Solutions

#### **Vendor Details**

Company Name: Avertest, LLC

Does your company conduct

business under any other name? If

yes, please state:

Averhealth

2400 Old Brick Rd

Address: Suite 142

Glen Allen, Virginia 23060

Contact: Lauren Mohr

Email: LMohr@averhealth.com

Phone: 804-508-6202
Fax: 804-508-6202
HST#: 27-3929226

#### **Submission Details**

Created On: Tuesday August 26, 2025 09:15:54
Submitted On: Tuesday October 14, 2025 15:31:04

Submitted By: Lauren Mohr

Email: LMohr@averhealth.com

Transaction #: 8d8252c5-1122-4bc0-8cc8-2c5880d9587e

Submitter's IP Address: 147.243.179.23

#### **Specifications**

#### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Avertest, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Averhealth	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: L2H8ZLTBHCH1 Cage Code: 7CT16	*
5	Provide your NAICS code applicable to Solutions proposed.	621511 – Medical Laboratories Core toxicology and diagnostic laboratory testing, including drug and alcohol screening for criminal justice, behavioral health, and employment-related needs.	
		541380 – Testing Laboratories Broader laboratory and scientific testing capabilities, including DOT-compliant employment testing, post-accident screening, and other regulatory requirements.	
		621420 – Outpatient Mental Health and Substance Abuse Centers Support for substance use monitoring, MAT program compliance, and behavioral health- related testing.	
		541690 – Other Scientific and Technical Consulting Services (secondary) Compliance consulting, Medical Review Officer (MRO) services, expert testimony, and related technical support.	
6	Proposer Physical Address:	2400 Old Brick Rd Suite 142 Glen Allen, VA 23060	*
7	Proposer website address (or addresses):	https://Averhealth.com	*
	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dominique Hummel, CEO DHummel@averhealth.com 804-508-6202 Based out of Virginia	*
	. ,	Avertest, LLC dba Averhealth 2400 Old Brick Rd Suite 142 Glen Allen, VA 23060	
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lauren Mohr, Proposal Manager LMohr@averhealth.com 804-508-6202 Based out of Nashville, TN	*
		Avertest, LLC dba Averhealth 2400 Old Brick Rd Suite 142 Glen Allen, VA 23060	

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Justin Manni, VP of Business Development JManni@averhealth.com 848-992-3650
		Based out of New Jersey
		Katie Mekus, Business Development Manager, Central US KMekus@averhealth.com 614-795-6736
		Based out of Ohio
		Andrew Stolz, Business Development Manager, West AStolz@averhealth.com
		970-415-1106 Based out of Wyoming
		Erica Claffey, Business Development Manager, North EClaffey@averhealth.com
		267-393-0409 Based out of Virginia
		Emily Smith, Business Development Manager, South ESmith@averhealth.com 803-201-8048
		Based out of South Carolina
		All team members utilize the following mailing address: Avertest, LLC dba Averhealth
		2400 Old Brick Rd Suite 142 Glen Allen, VA 23060

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item Question Response *		
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Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions

Since 1995, Averhealth has partnered with organizations nationwide to help people achieve lasting recovery through smarter, more compassionate drug testing. Our technology-driven approach delivers accurate results, real-time data insights, and streamlined program management by empowering better decisions and positive outcomes for individuals, families, and communities. By combining innovation, accountability, and empathy, Averhealth is redefining what drug testing can do to support recovery and strengthen lives.

Founded in California as Avertest, LLC, Averhealth began as a single laboratory providing court-defensible toxicology services for probation and treatment court programs. Over three decades, we have become a staple in the forensic drug testing industry, recognized for scientific precision, reliability, and our ability to evolve alongside the justice, education, and behavioral health systems we serve across all levels of the public sector. Today, Averhealth supports more than 2,000 programs nationwide—including criminal justice, behavioral health, education, and school-based initiatives—partnering with city, county, district, and state agencies to deliver consistent, evidence-based testing and technology solutions that improve accountability and recovery outcomes.

Averhealth's core values of integrity, accountability, innovation, and service guide every facet of our work. Our philosophy centers on partnership: acting as an extension of our customers' teams to deliver transparent, evidence-based results that strengthen accountability and recovery. We believe long-term success depends on listening to our partners, adapting to their needs, and leading with empathy and data-driven insight.

To maintain our leadership and relevance in a rapidly changing field, Averhealth continues to invest in innovation and operational capacity. Our CAP-FDT accredited and CLIA-certified laboratory recently expanded its physical footprint, adding additional state-of-the-art LC-MS/MS instruments and increasing overall square footage to support higher volume and faster results. Operating on a continuous 24-hour testing cycle, our laboratory ensures that results are processed efficiently and reported promptly to meet the time-sensitive needs of our partners nationwide.

Averhealth's proprietary Aversys and Aversys Mobile platforms deliver secure, real-time access to test results and participant data, streamlining communication for courts, probation departments, and treatment providers. RapidReport enhances transparency by providing instant access to verified results, while our predictive analytics engine—Vector powered by averAl—enables agencies to support participants through early intervention. Vector is the industry's first and only predictive analytics service capable of accurately identifying individuals at higher risk of a positive screening result before it occurs. This groundbreaking capability represents a new standard in data-driven supervision, empowering agencies to anticipate risk, strengthen accountability, and improve outcomes. These innovations ensure that Averhealth remains the industry benchmark for innovation, accuracy, and informed decision-making

With an 11-member national sales team and more than 530 employees, Averhealth brings the scale, stability, and scientific excellence required to serve agencies of every size. For nearly 30 years, we have blended science, technology, and compassion to improve outcomes in justice and behavioral health programs. Our continued investment in innovation and laboratory capacity ensures that Averhealth not only maintains its legacy as a trusted leader in forensic toxicology but also creates new opportunities to expand and elevate our service offerings for years to come.

What are your company's expectations in the event of an award?

Averhealth anticipates continued and accelerated growth following a Sourcewell award, driven by three primary expectations: expanding our customer base through cooperative purchasing, leveraging our proven success with similar contracts to strengthen our market position, and collaborating with Sourcewell to enhance outreach and awareness across public-sector agencies. Together, these goals will position Averhealth to maximize contract adoption, streamline procurement for Sourcewell members, and deliver meaningful value to agencies nationwide

Averhealth expects to expand our customer base by leveraging both our existing nationwide partnerships and Sourcewell's extensive member network. Averhealth has experienced year-over-year sales growth and will continue that trajectory by identifying Sourcewell member agencies that already demonstrate a preference for cooperative purchasing. Our eleven-person sales team, experienced in marketing cooperative contracts, will actively encourage current and prospective customers to join Sourcewell to take advantage of the cooperative's compliant, efficient, and cost-saving procurement process. This proactive approach ensures that Sourcewell members can easily access Averhealth's comprehensive testing, technology, and collection services while benefiting from simplified purchasing procedures.

Additionally, \$25 million of Averhealth's annual contract value is generated through existing public-sector partnerships established under traditional procurement methods. Many of these agencies already rely on Averhealth for compliant, competitively awarded services. Through our Sourcewell cooperative contract, we will focus on transitioning these current partners to purchase through Sourcewell membership, providing them a simpler, faster, and fully compliant alternative to their standard procurement process. This approach allows Averhealth's established customers to maintain the transparency and accountability required in public procurement while benefiting from the efficiency and consistency of a cooperative purchasing framework.

Averhealth expects to build upon our recent success through the Purchasing Cooperative of America (PCA), which demonstrated our ability to grow rapidly within a cooperative purchasing framework. In a short period, we achieved measurable adoption of our services, validating that cooperative contracting aligns with the needs and procurement requirements of our public-sector partners. Building on this foundation, Averhealth anticipates transitioning these cooperative customers to Sourcewell's larger, nationally recognized platform to streamline compliance, enhance visibility, and accelerate market expansion within criminal justice, behavioral health, and social service programs.

Third, Averhealth expects to collaborate closely with Sourcewell to promote this contract and increase member awareness of our solutions. Our marketing and business development teams will align messaging with Sourcewell's team, participate in cooperative marketing events, and contribute to industry conferences and webinars to highlight the benefits of Sourcewell membership. We will also use digital channels, including social media, email campaigns, and conference sponsorships, to reach agencies that value cooperative purchasing as a strategic procurement solution.

In summary, Averhealth's expectations following a Sourcewell award are centered on expanding our reach through cooperative growth, replicating our demonstrated PCA success on a national scale, and collaborating with Sourcewell to advance shared marketing and outreach goals. Together, these efforts will drive contract adoption, create new efficiencies for participating agencies, and extend Averhealth's mission to deliver innovative, accessible, and evidence-based toxicology solutions that improve accountability and outcomes across the communities we serve.

Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.

Averhealth demonstrates strong financial health and consistent growth, supported by audited financial statements for fiscal years 2020–2021 and 2022–2023, included in the exhibit folder titled \*13 – Financial Strength and Stability\*. These audited reports confirm a healthy balance sheet, positive cash flow, and sustained year-over-year revenue growth.

Additionally, Averhealth has included two bank letters affirming our sound credit position and access to working capital sufficient to support expansion under a Sourcewell master agreement.

Our financial stability provides Sourcewell and its members assurance that Averhealth possesses the resources, infrastructure, and liquidity to scale operations nationally without financial risk or disruption in service delivery. This strength enables us to meet surges in demand, invest in innovation, and maintain the highest standards of quality and compliance throughout the life of the contract.

13

Bid Number: RFP 101425

14	Tell us your US market share for your proposed solutions.  OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.	Over the past three years, Averhealth has provided laboratory-based toxicology testing, collection services, and data-driven program support to more than 800 government and education entities, representing approximately 2,000 active public-sector programs nationwide. These include state and county probation departments, community supervision agencies, treatment courts, juvenile justice programs, educational institutions, and behavioral health agencies serving justice-involved and high-risk populations.  Averhealth currently operates in 40 states, maintaining long-term partnerships at both the state and local levels. Representative statewide and large-scale contracts include the Kentucky Administrative Office of the Courts (2019–present), Massachusetts Probation Service (2016–present), and the Judicial Branch of Arizona in Maricopa County (2019–present). At the county level, Averhealth partners with programs such as Harris County, TX (2020–present), St. Charles County, MO (2002–present), Cobb County, GA (2016–present), and Pima County, AZ (2019–present), demonstrating broad reach across both urban and rural jurisdictions.  Our average retention rate exceeds 99 percent, supported by a pattern of multi-year renewals and expansions. Many agencies have partnered with Averhealth for five to ten years or longer, including Tulare County, CA (2006–present), Nashville & Davidson County, TN (2012–present), and multiple Michigan and Indiana courts served continuously for over a decade. This longevity underscores Averhealth's proven reliability, responsiveness, and adaptability to evolving program needs.  Averhealth's national infrastructure includes more than 200 co-located programs and 80 Averhealth-operated collection sites, as illustrated in our attached exhibit *14- Averhealth Operated Collection Locations*. Supported by our CAP–FDT accredited and CLIA-certified laboratory operating on a 24-hour cycle, Averhealth delivers consistent coverage, rapid
15	Tell us your Canadian market share for your proposed solutions.  OR, provide the number of Canadian Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of provinces where you have made sales.	Averhealth does not currently hold active contracts with Canadian education or government entities. However, our CAP-FDT accredited and CLIA-certified laboratory, national logistics partnerships, and advanced technology systems position us to expand seamlessly into Canada in collaboration with Sourcewell and its participating entities.  Through Sourcewell's established membership network and cooperative marketing support, Averhealth anticipates exploring opportunities to extend our solutions to Canadian provinces interested in standardized, evidence-based drug testing and laboratory services. We view this as a natural next step in expanding our public-sector partnerships and advancing our mission to promote accountability, recovery, and community safety across North America.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Averhealth has no current or completed bankruptcy proceedings, and no Responsible Party associated with Averhealth has entered bankruptcy within the past seven years. Averhealth will promptly notify Sourcewell in writing should any such proceedings occur during the evaluation or term of an awarded agreement; however, there is no expectation of this occurring.
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Averhealth is best described as both a reseller and a service provider. We act as an authorized distributor of instant testing cups manufactured by Healgen, with full authorization to provide these products under this agreement. A formal Reseller Authorization Letter from Healgen is included as an Exhibit *17- Healgen Authorized Reseller Letter* to confirm this relationship.  In addition to product distribution, Averhealth directly delivers all related services, including specimen collections, laboratory testing, program management, and data reporting through our CAP-FDT accredited and CLIA-certified laboratory. Averhealth's total test logistics integrate collection site management, laboratory analysis, technology platforms, and customer support—each designed to enhance accuracy, streamline workflows, and improve program outcomes.  Our sales and service force is composed entirely of Averhealth employees who manage agency relationships, coordinate collections, and oversee laboratory operations. Each agency is supported by a regional manager, area manager, and customer success team working in alignment with our laboratory, logistics, and IT staff to ensure consistent quality and responsive service.  To expand testing accessibility, Averhealth partners with select Fastest Labs locations under Averhealth's management and compliance oversight. Fastest Labs can provide DOT testing and afterhours testing while following Averhealth's best-practice collection procedures, standardized training, and electronic chain-of-custody documentation, ensuring a uniform experience for all Sourcewell members.  This integrated structure allows Averhealth to maintain full control over performance, quality, and compliance while remaining agile and scalable to meet the needs of Sourcewell's participating entities.

Docusign Envelope ID: 61A4AAB4-10A9-4CF3-9C58-14E4BA6A2217 If applicable, provide a detailed explanation outlining the licenses, accreditations, and certifications (e.g., SAMSHA, CLIA, PBSA) that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

Averhealth's forensic toxicology laboratory operates under the highest standards of scientific integrity and accreditation in the industry. We hold all licenses and certifications required to perform laboratory drug and alcohol testing for public-sector programs and comply fully with all federal and state regulations. Averhealth will not use subcontractors to fulfill the services contemplated by this RFP; all laboratory testing and related functions are performed in-house.

Averhealth's laboratory is accredited by the CAP-FDT and certified under the federal Clinical Laboratory Improvement Amendments (CLIA), regulated by the U.S. Department of Health and Human Services. These credentials confirm that Averhealth meets or exceeds the rigorous analytical, quality management, and documentation standards required for legally defensible testing in court and administrative proceedings.

Additionally, our laboratory meets or exceeds the National Drug Court Institute (NDCI) and ISO/IEC 17025 standards for competence in testing and calibration laboratories. Averhealth's internal policies address method validation, instrument calibration, proficiency testing, corrective actions, and documentation retention in accordance with these international

Key features of Averhealth's quality management and accreditation program include:

- CAP-FDT Accreditation (since 2016): Requires quarterly blind proficiency testing across all drug classes and forensic oversight by qualified toxicologists.
- CLIA Certification (since 2014): Ensures accuracy, reliability, and reproducibility of results under federal laboratory regulations.
- DEA Registration: Authorized analytical laboratory status for controlled substance testing.
- Forensic Documentation & Chain of Custody: Fully electronic and compliant with CAP-FDT and NDCI standards for traceability and admissibility.
- Qualified Leadership: Laboratory operations are directed by a PhD, F-ABFT-certified toxicologist, supported by licensed laboratory professionals with extensive forensic experience.

Averhealth's accreditation framework ensures compliance not only with regulatory expectations but also with the evolving standards of best practice established by All Rise and the NDCI for criminal justice and treatment court programs. By maintaining accreditation through CAP-FDT and CLIA, Averhealth demonstrates an ongoing commitment to scientific excellence, quality assurance, and continuous improvement in all aspects of forensic toxicology testing. Our Laboratory Quality Management Standard Operating Procedures and copies of our accreditations and certifications are included in exhibit \*18- Laboratory Quality Management\*.

Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP

19

Averhealth has no current or past debarments or suspensions, and no Responsible Party associated with Averhealth has been debarred or suspended within the past seven years. Averhealth will promptly notify Sourcewell in writing should any such action occur during the evaluation or term of an awarded agreement; however, there is no expectation of this

Describe any relevant industry awards or recognition that your company has received in the past five years.

Averhealth has earned national recognition as a trusted partner and thought leader in forensic toxicology, evidence-based monitoring, and behavioral health support. Our work has been recognized by national organizations for advancing best practices in laboratory accuracy, trauma-informed care, and technology innovation in the justice and social service fields.

All Rise identified Averhealth's same-sex, directly observed collection procedure as a best practice for court-ordered and accountability testing. This recognition underscores our commitment to ethical, trauma-informed collection practices that promote dignity and accuracy in every setting. Averhealth continues to collaborate with All Rise through conference presentations, training sessions, and program support for accountability and treatment courts

Averhealth is also a Corporate Sponsor and Leadership Institute Mentor with the American Probation and Parole Association (APPA) and regularly contributes as an educational presenter at APPA, NAPE, and All Rise conferences. Our Vice President of Business Development, Justin Manni, serves on APPA's International Relations and AI Technology Committees and as a mentor within its Leadership Institute, reflecting our deep involvement in professional development across the justice field.

Within the past 18 months, Averhealth has been invited to present at statewide judicial and probation conferences in New Mexico, California, Florida, Pennsylvania, Ohio, Rhode Island, Kentucky, and Massachusetts, focusing on data-driven testing, emerging drug trends, and drug testing accountability strategies for community supervision. Averhealth's laboratory leadership has also contributed to national discussions on toxicology and policy, including the APPA 49th Annual Training Institute (2024), where Laboratory Director Dr. Tonya H. Mitchell, PhD, F-ABFT, presented on Emerging Drug Trends.

Dr. Mitchell's professional accomplishments further elevate Averhealth's laboratory recognition. She is board-certified as a Fellow of the American Board of Forensic Toxicology (F-ABFT) and serves as a CAP Laboratory Inspection Team Leader, a distinction awarded to select professionals who evaluate and certify other forensic laboratories for compliance with national quality standards. Her ongoing participation in the Society of Forensic Toxicologists (SOFT) and the International Association of Forensic Toxicologists (TIAFT) reflects Averhealth's continued engagement in advancing forensic science standards worldwide.

Averhealth's laboratory is CAP-FDT accredited, CLIA-certified, and DEA-registered, maintaining compliance with all applicable federal and state standards. Under Dr. Mitchell's direction, Averhealth's lab has established itself as a benchmark of scientific integrity, reliability, and continuous improvement.

Through these collective achievements, partnerships, and accreditations, Averhealth is recognized not only as a premier toxicology service provider but also as a scientific and educational leader in supporting evidence-based recovery and accountability programs across

21 What percentage of your sales are to the governmental sector in the past three years?

Over the past three years, approximately 95% of Averhealth's total sales have been to government-sector agencies and programs. Averhealth's customer base is composed primarily of state and local justice, probation, treatment court, corrections, educational institutions, behavioral health, and family services programs that rely on our testing, laboratory, and data management solutions to support accountability, safety, and recovery.

Averhealth partners with some of the largest and most respected criminal justice programs in the country, including the Massachusetts Probation Service, Kentucky Administrative Office of the Courts (AOC), Judicial Branch of Arizona in Maricopa County, Harris County Community Supervision and Corrections Department in Texas, and Missouri's 11th Judicial Circuit Treatment Courts. These partnerships demonstrate Averhealth's capacity to manage large, complex statewide and county-level programs while maintaining the accuracy, reliability, and responsiveness required for court and probation operations.

In addition to serving a wide range of community corrections and treatment court programs, Averhealth partners with Departments of Children and Family Services (DCFS) and Child Welfare Services (CWS) programs that require timely and accurate testing to support family reunification and child safety decisions. Examples include partnerships with the Missouri Department of Social Services, Children's Division, Franklin County Children Services in Ohio, Tulare County CWS in California, and York County Children, Youth, and Families (CYF) in Pennsylvania . These collaborations reflect Averhealth's ability to adapt services and technology to meet the unique needs of family-focused and social service agencies while maintaining forensic-level accuracy and defensibility.

This strong concentration in public-sector work demonstrates Averhealth's deep understanding of the regulatory, operational, and reporting requirements of governmental agencies. Our nationwide service network is designed specifically to meet the needs of county probation departments, state administrative offices of the courts, corrections and pretrial programs, and publicly funded treatment and family service agencies, ensuring consistent quality, compliance, and responsiveness in every jurisdiction we serve.

Averhealth's experience serving government entities has honed our internal systems, including contracting, implementation, billing, reporting, and data security, to meet public-sector standards for transparency, reliability, and accountability. This focus allows Averhealth to align seamlessly with Sourcewell's mission of simplifying cooperative purchasing and delivering proven, cost-effective solutions to government and education members.

22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, approximately 3% of Averhealth's total sales have been to education-sector customers. Averhealth provides laboratory-based toxicology testing, supplies, ABFT, and MRO Interpretation services to schools and educational institutions that implement student and staff drug testing programs to promote safe and healthy learning environments.  Since 2020, Averhealth has partnered directly with the Pickerington Local School District in Ohio, providing laboratory services and program support for their student drug testing initiative. In addition, through our partnership with Micro-Distributing, Averhealth provides laboratory testing services to more than 125 school districts nationwide, delivering timely, accurate, and legally defensible results.	*
		Although education represents a smaller portion of Averhealth's total sales, it remains a valued and growing segment of our business. Our collaboration with Micro-Distributing and our direct school partnerships demonstrate Averhealth's flexibility and capacity to serve education customers with the same standards of accuracy, reliability, and responsiveness that define our public-sector programs.	
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Averhealth currently holds multiple state and cooperative purchasing agreements that support government and public-sector agencies across the United States. These contracts streamline procurement for criminal justice, behavioral health, and social service programs by providing competitively awarded, pre-negotiated pricing and terms. The following summarizes Averhealth's active cooperative and state-level agreements and their approximate annual sales volumes for the past three years.	
		Kentucky Administrative Office of the Courts- \$4.6 Million/year Massachusetts Probation Services- \$4.5 Million/year Missouri Office of State Courts Administrator- \$1.5 Million/year Pennsylvania Department of General Services- \$460,000/year New Mexico Department of General Services- \$360,000/year Missouri Department of Social Services- \$275,000/year Purchasing Cooperative of America- Newly awarded Massachusetts Department of Corrections- Newly awarded Texas Department of Information Resources- Newly awarded	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Averhealth does not currently hold any GSA with the United States nor Standing Offer or Supply Arrangement (SOSA) with the Government of Canada. However, Averhealth is qualified and prepared to meet all federal procurement requirements should such opportunities arise under the Sourcewell agreement.	*

#### Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Chester County Probation, Pennsylvania	Chris Pawlowski, Chief of Probation	(610) 344-4419	*
Lubbock County CSCD, Texas	David Rowan, Director	(806) 775-1234	*
Marion County Superior Court, Indiana	Christine Kerl, Chief Probation Officer	(317) 327-4747	*

#### Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force (see directions above).	Averhealth's sales team is composed entirely of Averhealth employees who manage agency relationships, proposal development, and cooperative engagement across the United States. Our sales professionals are strategically located in Wyoming, Ohio, Virginia, South Carolina, North Carolina, Pennsylvania, New Jersey, and Tennessee, allowing Averhealth to provide localized coverage and rapid response to agencies in every major region.
		The sales team operates under a unified national management structure led by Averhealth's Vice President of Business Development, ensuring consistent communication, pricing, and implementation support across all territories. Each representative maintains close collaboration with Averhealth's operations, marketing, and laboratory teams to ensure every proposal and contract is tailored to the agency's scope, population, and testing needs. Please review Exhibit *26- Sales and Service Organization Charts*.
		Because all sales personnel are direct employees, Averhealth maintains full control over service standards, training, and performance accountability. Our sales managers are experienced in public-sector contracting and cooperative purchasing, with extensive backgrounds in criminal justice, behavioral health, and laboratory services. They routinely work alongside area managers and customer success teams to transition new accounts smoothly from contract award through implementation.
		Averhealth's geographically distributed sales force enables comprehensive national coverage while maintaining the responsiveness and personal engagement valued by our partners. This structure also provides the flexibility to scale sales efforts in support of Sourcewell member outreach, targeted regional growth, and cooperative education initiatives.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Averhealth does not utilize a dealer network or authorized sellers. All products and services are delivered directly by Averhealth to ensure consistency, quality control, and accountability. This in-house model allows Averhealth to maintain uniform service standards, data integrity, and compliance across all locations and Sourcewell member programs.
28	Service force (see directions above).	Averhealth's service organization provides nationwide coverage through a fully integrated, regionally managed structure designed to ensure consistent quality, responsiveness, and accountability for every customer. All service personnel are Averhealth employees, allowing the company to maintain full control over training, compliance, and performance across all locations.
		The service team is led by Averhealth's Vice President of Operations, supported by a Director of Operations and a Director of Customer Experience who oversee field performance, customer engagement, and quality assurance nationwide. Under this leadership, Averhealth employs five Regional Managers located in California, Texas, Indiana, Massachusetts, and Missouri, who collectively supervise nineteen Area Managers strategically positioned throughout the United States. This structure ensures localized support for agencies while maintaining consistent oversight and communication with Averhealth's corporate operations, logistics, and laboratory teams.
		At the laboratory level, an Operations Manager and Customer Service Manager coordinate directly with regional and area managers to ensure smooth logistics, rapid turnaround, and responsive communication for every program. Each Area Manager serves as the primary point of contact for operational delivery within their territory, working closely with Averhealth's Customer Success team, field collection staff, and laboratory personnel to ensure efficient onboarding and sustained program performance.
		Because all service personnel are Averhealth employees, the company enforces rigorous standards for training, customer service, and compliance. Regular quality reviews, site visits, and ongoing communication between Regional Managers, Customer Experience leadership, and laboratory operations ensure uniform performance and adherence to contractual and regulatory requirements.
		Averhealth's service force also plays an active role in supporting business development and cooperative purchasing growth. Service staff frequently identify prospective agencies during field engagement and communicate these opportunities directly to Averhealth's sales team. This collaboration allows the sales organization to navigate cooperative purchasing options and educate potential members about Sourcewell participation. By aligning field intelligence with strategic outreach, Averhealth strengthens cooperative adoption and expands access to standardized, cost-effective testing solutions nationwide.
		Averhealth's service force works in close coordination with the sales organization to ensure a seamless transition from contract award to program implementation. This integrated structure allows Averhealth to deliver consistent, high-quality service to Sourcewell members nationwide while maintaining the agility to scale as member participation expands.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Averhealth provides a secure and efficient ordering process designed to simplify procurement for Sourcewell members. All laboratory testing services are ordered through Aversys, Averhealth's HIPAA-compliant proprietary e-commerce and information management system. Aversys functions as a secure, web-based platform that allows agencies to place testing orders, schedule collections, and access real-time status updates and laboratory results. Each order is automatically linked to the appropriate participant record, maintaining full data integrity, traceability, and chain-of-custody documentation.
		During implementation, Averhealth equips each agency with an initial stock of collection supplies and trains staff to monitor inventory and place monthly or as-needed orders. Testing supplies and collection materials are managed separately through Averhealth's internal fulfillment team to ensure quality control and uninterrupted service. Sourcewell members who perform their own specimen collections receive training on inventory maintenance and detailed instructions for ordering collection and shipping supplies. Supply orders are submitted to Averhealth's fulfillment team by email and are processed promptly, with UPS tracking information provided upon shipment. Averhealth maintains active communication with each agency's designated point of contact to ensure accurate delivery, sufficient inventory levels, and timely response to urgent requests.
		For Sourcewell members that elect to have Averhealth conduct collections directly, all ordering and supply management are handled entirely by Averhealth's operations team.
		This combination of Aversys for laboratory testing orders and direct fulfillment through Averhealth's internal supply team ensures accuracy, transparency, and compliance while providing Sourcewell members with a streamlined, user-friendly ordering experience.
30	Describe in detail the process and procedure of your customer service and issue-resolution program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet	Averhealth is committed to delivering responsive, transparent, and high-quality customer service to all Sourcewell members. Our structured customer service and issue-resolution process ensures that every agency receives timely assistance, clear communication, and measurable accountability at every level of service delivery.
	your stated service goals or promises.	All inquiries are managed through Averhealth's centralized Customer Service Team, overseen by the Director of Customer Experience. Requests may be submitted by phone, email, or through the Aversys platform, which provides secure communication, ticket tracking, and visibility into issue status. During standard business hours, all inquiries are acknowledged and addressed within four hours, with written updates or full resolutions provided within two business days, depending on the complexity of the issue.
		Each participating agency is assigned a dedicated point of contact, typically an Area Manager or Regional Manager, who works closely with the Customer Service Team to ensure rapid communication and resolution. Issues requiring escalation are directed to the Director of Customer Experience or Director of Operations, ensuring leadership visibility and accountability for all unresolved or high-priority concerns.
		Averhealth's customer service and issue-resolution process includes:  • Centralized Help Desk: Managed by trained customer service representatives who monitor and respond to incoming requests during business hours.  • Customer Relationship Management System: Ticket tracking system, to log, monitor, and manage all customer service inquiries from initial contact through resolution.  • Quality Assurance Reviews: Regular audits, satisfaction surveys, and secret shopper evaluations assess response quality and adherence to service standards.  • Performance Metrics: Average response time and resolution rates are tracked monthly and reviewed with regional and corporate leadership.
		To promote excellence, Averhealth links internal performance evaluations and recognition programs to customer service metrics, including response time, resolution rates, and positive agency feedback. These incentives reinforce a culture of responsiveness and continuous improvement.
		This comprehensive, multi-layered approach allows Averhealth to resolve issues quickly, verify satisfaction, and continuously improve service quality. By combining centralized oversight with localized accountability, Averhealth delivers a reliable, personal, and results-driven customer experience to every Sourcewell member.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Averhealth has the proven capacity and full commitment to provide our laboratory testing, collection, and program management services to all Sourcewell participating entities. With a nationwide operational footprint, a CAP-FDT accredited and CLIA-certified laboratory, and more than 500 full-time employees, Averhealth has the infrastructure and scalability to meet member needs in every region. Our dedicated sales, service, and fulfillment teams work collaboratively to ensure consistent, compliant, and responsive support. Averhealth is fully prepared and eager to extend these solutions to Sourcewell members to simplify procurement and enhance program performance nationwide.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Averhealth is fully prepared and willing to expand our testing, collection, and program management services to Sourcewell participating entities in Canada. While we do not currently serve Canadian agencies, we view Sourcewell as a strategic partner in identifying and developing these opportunities. Averhealth's CAP-FDT accredited and CLIA-certified laboratory, combined with our secure logistics network and Aversys information management platform, provides the necessary infrastructure to extend our solutions across borders.	*
		As we grow with Sourcewell, Averhealth will collaborate closely with Canadian agencies to ensure all services comply with applicable privacy and data-protection laws, including HIPAA and Canadian equivalents. We will also evaluate and align with any local laboratory licensing, accreditation, or security requirements to ensure compliant, transparent, and high-quality service delivery. Averhealth welcomes the opportunity to partner with Sourcewell to introduce reliable, evidence-based toxicology testing and technology solutions to agencies throughout Canada.	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Averhealth does not anticipate any geographic limitations in providing services to Sourcewell members in the United States or Canada. As a standard practice, Averhealth partners with each agency to identify solutions that best support their operational needs and mitigate any potential logistical constraints. This collaborative approach ensures every Sourcewell member has consistent access to Averhealth's testing, technology, and support services, regardless of location.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Averhealth does not anticipate any restrictions or account types of Sourcewell participating entities that would be excluded from access to our solutions. All eligible Sourcewell members, including state and local governments, courts, law enforcement, behavioral health programs, educational institutions, and nonprofit organizations, may utilize Averhealth's drug and alcohol testing supplies and services. This inclusive approach ensures that all Sourcewell members have equitable access to Averhealth's evidence-based testing and technology solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Averhealth is able to provide drug testing services and supplies to Hawaii, Alaska and US Territories. Our team will collaborate with each state and territory to form a drug and alcohol testing program that meets their needs and budget, keeping in mind test results reporting and shipping timelines may be impacted.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Averhealth will extend the terms of any awarded Sourcewell master agreement to eligible nonprofit entities. Averhealth provides drug and alcohol testing, laboratory, and program management services to both government and nonprofit organizations and does not differentiate in pricing, access, or service quality based on customer type. All Sourcewell members, including nonprofits, receive the same level of transparency, compliance, and support.	*

### Table 4: Marketing Plan (100 Points)

Item   Response
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	invelope ID: 61A4AAB4-10A9-4CF3-9C58-	
37	Describe your marketing strategy for promoting this opportunity.  Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Averhealth's marketing strategy for promoting the Sourcewell cooperative agreement is designed to increase visibility, build trust, and drive adoption among government, education, and nonprofit agencies across the United States and Canada. The plan combines targeted outreach, education, and thought leadership to communicate the value, compliance, and cost advantages of utilizing a Sourcewell-awarded contract.  Our marketing goals are to:  Educate current and prospective agencies on how to purchase through Sourcewell quickly and compliantly.  Engage key decision-makers in criminal justice, behavioral health, and social service programs where Averhealth solutions have the greatest impact.
		<ul> <li>Expand awareness of Averhealth's evidence-based, technology-enabled testing solutions available through cooperative purchasing.</li> <li>To achieve these goals, Averhealth employs a coordinated, multi-channel marketing program supported by our Business Development, Marketing, and Customer Experience teams. Key components include:</li> <li>Targeted Audience Outreach: Marketing campaigns and personal outreach will be segmented by agency type (courts, probation, treatment programs, correctional facilities, and schools) to deliver messaging relevant to their missions and procurement needs. A sample email is included in the folder titled *37- Marketing Samples*.</li> <li>Printed Collateral and Imaging: Incorporate the Sourcewell brand into Averhealth's printed, digital and printed materials as a simple cooperative purchasing option that reinforces accessibility, compliance, and ease. A sample printed collateral is included in the exhibit folder titled *37-Marketing Samples*.</li> <li>Educational Content and Training: Averhealth will conduct webinars, publish articles, and offer training sessions through Averhealth Academy and professional associations such as APPA and All Rise, highlighting best practices in testing and procurement under Sourcewell.</li> <li>Conference and Event Integration: Averhealth will feature the Sourcewell contract at more than 40 national and state-level conferences annually, incorporating Sourcewell messaging in presentations, sponsorships, and exhibit materials.</li> <li>Partnership Amplification: In collaboration with Sourcewell's marketing team, Averhealth will participate in joint communications, newsletter features, and digital promotions to expand awareness among Sourcewell's existing membership.</li> <li>Member Retention and Referrals: Averhealth will promote Sourcewell as an easy renewal path for existing customers who must rebid services and as a cooperative option for partner referrals</li> </ul>
		within the justice and health services community.  Performance will be tracked through campaign analytics, event participation, and Sourcewell member engagement metrics to ensure continual improvement.  By combining education, data-driven marketing, and industry presence, Averhealth will ensure Sourcewell members clearly understand the advantages of using the cooperative agreement for streamlined, compliant access to our services.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Averhealth employs a data-driven marketing strategy to enhance outreach, engagement, and contract utilization for the Sourcewell cooperative agreement. Our team uses HubSpot CRM and analytics to manage campaigns, track lead activity, and measure conversion rates across targeted agency segments.  Through HubSpot's automation and reporting capabilities, Averhealth monitors open rates, geographic engagement trends, and lead source attribution, enabling continuous refinement of campaigns for maximum impact. These insights help identify which outreach methods—email, Linkedln, webinars, or conferences—generate the greatest engagement among Sourcewell-eligible agencies.  Averhealth also leverages internal research, Linkedln analytics, and social media insights to reach decision-makers in government, education, and nonprofit organizations. By using metadata and keyword tracking, we optimize visibility for agencies seeking compliant and cost-effective procurement solutions through cooperative contracts.  In coordination with Sourcewell, Averhealth will incorporate co-branded digital campaigns and launch an awareness campaign through email sequences, social media, and monthly e-blasts targeting the criminal justice, behavioral health, social service, and workplace testing markets—highlighting contract availability, scope, and ease of access.
		Averhealth also creates dedicated webpages for cooperative agreements (for example: https://averhealth.com/texas-department-of-information-resources/), further showcasing our partnerships. Averhealth will integrate Sourcewell messaging into proposals, marketing collateral, conference presentations, and website content to clearly communicate the benefits of purchasing through Sourcewell.  Together, these tools allow Averhealth to execute measurable, adaptive marketing campaigns that enhance awareness and adoption of the Sourcewell agreement while ensuring accurate reporting and transparency in marketing effectiveness.

	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP?  How will you integrate a Sourcewell-awarded agreement into your sales process?	Averhealth views Sourcewell as a strategic partner in connecting public agencies with competitively awarded, compliant contracts that simplify procurement and accelerate access to proven testing solutions. Sourcewell's role is to promote awareness of awarded contracts across its national membership base, provide visibility through its digital platforms, and facilitate connections between participating entities and awarded suppliers.  Averhealth will fully embed the Sourcewell-awarded agreement into our national sales and marketing strategy to ensure alignment and consistent promotion across all regions. Specifically, Averhealth will:  *Train all sales and account management staff on Sourcewell's contract use, eligibility, and purchasing process to ensure accurate and consistent communication with eligible entities.  *Identify potential Sourcewell members as part of our sales approach, leveraging Sourcewell's cooperative purchasing benefits as a cost-savings and compliance advantage for participating entities.  *Flag Sourcewell prospects and members in our CRM system to ensure proactive follow-up, contract utilization support, and accurate reporting.  *Coordinate with Sourcewell representatives to identify high-value member opportunities and participate in joint outreach or promotional campaigns.  *Demonstrate Sourcewell cooperative purchasing options through all Averhealth marketing channels, including conference sponsorships, training institutes, and professional association events.  *Highlight Sourcewell benefits on Averhealth's website, digital campaigns, and educational materials to raise awareness of the ease and efficiency of using the awarded contract.  Through these combined efforts, Averhealth will amplify Sourcewell's promotional outreach and ensure that participating entities can easily access compliant, cost-effective, and high-quality drug testing and monitoring services nationwide.	*
40	Are your Solutions available through an e-procurement or e-Commerce ordering process?  If so, describe your system(s) and provide one (1) example how governmental and educational customers have used them.	Averhealth provides participating entities with flexible ordering and account management options through both e-commerce and e-procurement capabilities, ensuring that Sourcewell members can engage with Averhealth services in the way that best fits their procurement systems.  E-Commerce Access: Averhealth's secure, HIPAA-compliant web platform, Aversys, serves as our primary e-commerce system for ordering and managing services. Participating entities using Averhealth for collection and testing services can place service orders, track testing activity, view results, manage invoices, and generate reports directly within Aversys. The platform provides user-specific permissions and audit logs to maintain data integrity and transparency.  Supply and Fulfillment Orders: For agencies that conduct their own collections or instant testing, testing supplies and collection materials may be ordered through Averhealth's centralized Fulfillment Team via email or purchase order. This approach ensures accurate inventory management, quality assurance, and efficient distribution.  Example of Use: Averhealth currently serves Chester County, PA. Chester County staff are able to login to their customized dashboard, identify a client and schedule them to report for specimen collection and laboratory testing. The user can chose the date of the test and the panel specifics for that test. Through Aversys, the Chester County user can securely order testing services, monitor results in real time, and reconcile invoices electronically—reducing manual processing time and supporting audit readiness.	*

### Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line	Quantian	Page 200 *	
Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.  Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Averhealth is committed to providing comprehensive training to Sourcewell members, leveraging our deep expertise in the field of criminal justice, social service, and workplace testing. Education is a cornerstone of our offerings, and we provide both online and in-person training for members at no additional cost. This training includes essential topics such as collections, results interpretation, effective use of our systems and reports, best-practice drug testing procedures, and emerging drug trends.  Our partnership with All Rise and the American Probation and Parole Association underscores our commitment to excellence in community-based programming. Averhealth Academy serves as a conduit for training accessible through our information management system, Aversys™. Training is delivered in person or virtually at the time of implementation and on an ongoing basis, ensuring that members are fully equipped with the knowledge and tools they need to maintain a successful, compliant program.  Implementation Example − Proven Success Through Statewide Cooperative Agreements: Averhealth's training and implementation model has been refined through large-scale cooperative contracts, including the Kentucky Administrative Office of the Courts Specialty Court Program and Massachusetts Probation Services. In Kentucky, Averhealth conducted classroom-style and on-site training for more than 60 newly hired staff, followed by regional refresher sessions and ongoing performance audits. In Massachusetts, Averhealth delivered both in-person and remote training for 38 districts, covering specimen collection, trauma-informed interaction, Aversys system navigation, and interpretation of laboratory results.  This structured, hands-on approach, led by Averhealth's Vice President of Operations, Regional	*
42	Describe any technological advances that your proposed Solutions offer.	Managers, and Director of Customer Experience, ensures accuracy, professionalism, and program readiness from day one. Quarterly retraining, technology updates, and 24/7 access to customer support sustain consistent performance for Sourcewell members nationwide.  Averhealth's solutions incorporate a suite of technological advances delivered through our proprietary platform, AverAI. This suite is designed to enhance accuracy, efficiency, and outcomes for Sourcewell members, with continuous improvements and future-ready capabilities.  • Rapid Report: Provides near-instant delivery of test results, reducing turnaround time and	
		<ul> <li>Napid report: To videa instant delivery of test results, reducing turnaround time and enabling faster decision-making.</li> <li>Aversys Mobile: A participant-focused mobile application that supports scheduling, notifications, and real-time engagement to reduce no-shows and improve compliance.</li> <li>Vector Analytics: A robust reporting and analytics tool that leverages AI to provide actionable insights into testing trends, compliance patterns, and program outcomes.</li> <li>Automated Workflows: Intelligent process automation that streamlines scheduling, chain-of-custody documentation, and reporting, reducing administrative burden and error rates.</li> <li>Digital Integration: Secure APIs and data exchange capabilities that connect seamlessly with member case management systems for efficiency and accuracy.</li> <li>Looking ahead, AverAI will continue to evolve with enhancements such as biometric identity</li> </ul>	*
43	Describe any "green" initiatives that	verification and Al-driven collections management, creating even greater reliability, security, and scalability for Sourcewell members.  Averhealth is committed to sustainable operations and responsible resource management across our	
	relate to your company or to your Solutions, and include a list of the certifying agency for each.	laboratory and field locations. We actively implement green practices that reduce waste and energy consumption while maintaining compliance and operational integrity.  Averhealth's green initiatives include:  Recycling and Waste Reduction: Recycling bins are used across all administrative and laboratory facilities for non-PHI paper, cardboard, and recyclable plastics. Non-biological specimen plastics are separated and recycled where permitted by local regulations.  Paperless Operations: Averhealth utilizes web-based secure electronic chain-of-custody (via RapidReport and Aversys) processes, digital results reporting, and electronic invoicing through Aversys to minimize paper use and reduce physical storage needs whenever possible.  Environmentally Responsible Supplies: Green cleaning and maintenance products are being used at some Averhealth collection sites.  Energy and Shipping Efficiency: Laboratory operations employ high-efficiency instrumentation, and supply shipments are consolidated and packaged with recyclable materials whenever possible.	*
		Averhealth continually evaluates additional opportunities to reduce our carbon footprint and enhance sustainability throughout the term of this agreement in alignment with Sourcewell's environmental responsibility goals.	
44	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle- to-cradle), or other green/sustainability factors.	Averhealth is committed to sustainable operations and responsible resource management across all laboratory and field sites. We do not currently hold eco-labels or environmental certifications but actively pursue sustainable practices and continuous improvement.	*

45	What unique attributes does your	Averhealth distinguishes itself through its seamless integration of advanced laboratory science and
45	company, your products, or your	innovative technology designed specifically for the criminal justice and treatment community. Our
	services offer to Sourcewell	proprietary Aversys™ and Aversys Mobile™ platforms deliver secure, real-time access to results, data
	participating entities?	dashboards, and compliance analytics, empowering officers and administrators to make informed, timely decisions. Embedded within Aversys, Vector powered by averAl, our predictive analytics,
	What makes your proposed solutions	identifies individuals at increased risk of positive results, enabling proactive supervision and early
	unique in your industry as it applies to Sourcewell participating entities?	intervention.
	, , ,	All testing is performed in our in-house, CAP-FDT and CLIA-accredited laboratory using newly upgraded LC-MS/MS instrumentation to ensure precision, consistency, and forensic defensibility.
		Supported by nearby operations staff and a nationwide network of customer experience professionals, Averhealth offers a uniquely integrated model, combining science, technology, and service, to improve accountability, promote recovery, and support successful program outcomes.
		Our commitment to collaboration, Total Test Logistics, providing all drug and alcohol testing services and supplies through a single, integrated vendor, and industry leadership is reflected in active participation with organizations such as the American Probation and Parole Association (APPA), All Rise, and the Society of Forensic Toxicologists (SOFT). These partnerships keep Averhealth at the
		forefront of evidence-based practices, policy development, and emerging drug trends. Supported by a nationwide operations team, Averhealth offers agencies a uniquely integrated approach that combines
		science, technology, and local service to enhance accountability, promote recovery, and support public

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		ெYes No	N/A *
47		Minority Business Enterprise (MBE)	C Yes ເ No	N/A *
48		Women Business Enterprise (WBE)	C Yes No	N/A *
49		Disabled-Owned Business Enterprise (DOBE)	← Yes ← No	N/A *
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ○ No	N/A *
51		Service-Disabled Veteran- Owned Business (SDVOB)	C Yes	N/A *
52		Small Business Enterprise (SBE)	∩ Yes ⊙ No	N/A *
53		Small Disadvantaged Business (SDB)	∩ Yes ⊙ No	N/A *
54		Women-Owned Small Business (WOSB)	∩ Yes ⊙ No	N/A *

#### Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55		Averhealth ensures accurate and transparent billing through Aversys, our proprietary system that integrates lab results with accounting and invoicing. Each month, invoices are auto-generated and emailed with Net 30 payment terms. Invoices cover the first through the last day of the month and are submitted by the tenth of the following month. Averhealth accepts checks, ACH, and P-Card.

56	Describe any leasing or financing options available for use by educational or governmental entities.	Averhealth's testing and monitoring services are offered on a fee-for-service basis. No leasing or financing options are necessary or applicable to our solutions.
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Exhibit number *57- Sample Agreement* has been uploaded for Sourcewell's review. This agreement would be used as a cooperative agreement under the awarded Sourcewell contract number. While we are uploading this Sample Agreement, Averhealth mutually drafts our agreements for each customer to ensure transparency and collaboration in our partnership. It is not uncommon for our customers to request that we utilize their agreements, and we are happy to work with them to successfully execute an agreement.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Averhealth accepts credit card/P-card payments with a 3% fee added to the transaction total.
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal.	Averhealth's pricing model provides transparent, flexible, and scalable rates tailored to the specific scope and volume of services requested by each participating entity. Pricing is structured on a customized line-item basis to clearly define each laboratory and collection service, ensuring easy comparison and accurate budgeting below our not-to-exceed pricing structure included in this proposal.
	Upload your pricing materials (if applicable) in the document upload section of your response.	The uploaded pricing workbook, Exhibit number *59- Averhealth Price List* includes Averhealth's not-to-exceed rates alongside the Sourcewell discounted pricing for all proposed services. Each line item is labeled with its description for tracking and reporting purposes.
		Discounts for Sourcewell participating entities are applied consistently to Averhealth's rate schedule and may vary based on testing type, shipping requirements, or service configuration. There are no minimums, setup fees, or volume commitments required for our services. Instant test kits have a minimum order of 100 kits/order.
		Pricing includes:  Laboratory screening and confirmation testing  Access to Averhealth's secure Aversys results and reporting platform  Routine shipping materials and customer service support  Administrative and compliance reporting
		Averhealth's model supports flexibility for agencies of all sizes, with the ability to accommodate multi-site, regional, or statewide cooperative purchasing under the same Sourcewell agreement.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Averhealth's pricing proposal includes a 25% discount from our not-to-exceed rates for Sourcewell participating entities. This discount is applied consistently across all eligible laboratory and collection services in support of cooperative purchasing.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Averhealth offers volume-based tiered pricing at a 2.5% - 25% discount to ensure that Sourcewell participating entities receive the most cost-effective rates as testing volumes increase. Pricing tiers are structured to encourage scaling our drug and alcohol testing services through larger programs or multi-site agencies to benefit from reduced per-test costs.
		These tiered discounts are applied automatically based on average monthly or annual testing volume and can be extended to regional or statewide cooperative programs under a single Sourcewell agreement. This approach provides flexibility, fairness, and predictable budgeting for agencies of all sizes.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Averhealth occasionally sources specialty testing services or supplies at the request of participating entities when such items are not included in the awarded Sourcewell price list. These "open market" or "non-contracted" items are offered on a quoted basis. All sourced products or related services will be clearly identified on quotes and invoices, and no additional sourcing or quoting fees will be applied.
	Define the costs/fees associated with "sourcing/quoting" products and related services.	If a request appears to extend beyond the awarded scope, Averhealth will consult with our assigned Sourcewell contract administrator prior to fulfilling the order to ensure proper alignment with the master agreement and determine whether a contract amendment or clarification is required.
		This approach ensures transparency, compliance, and flexibility to accommodate unique agency needs while maintaining adherence to Sourcewell's cooperative purchasing standards.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Averhealth has no hidden fees or additional costs beyond the pricing submitted in this proposal. All costs associated with laboratory testing, confirmation testing, reporting, training, and customer support are fully included in the published pricing. Averhealth does not charge for predelivery setup, installation, or mandatory training, and no third-party providers impose additional fees related to our services.

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64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Averhealth does not charge any additional costs for freight, shipping, or delivery. All standard shipping and delivery of collection materials and laboratory specimens are included in the pricing submitted with this proposal.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Averhealth is committed to providing equitable access to services for all Sourcewell participating entities, including those located in Alaska, Hawaii, Canada, and U.S. territories. While standard shipping and delivery costs are included in Averhealth's pricing, certain remote or international destinations may incur additional carrier surcharges based on distance, customs, or logistical constraints.	
		Using an approach grounded in flexibility and problem-solving, Averhealth will work closely with each participating entity to mitigate or offset additional costs whenever possible. This may include consolidated shipments, use of regional carrier partners, or alternate delivery schedules designed to reduce expense and maintain timely specimen transport.	*
		Any potential additional costs will be reviewed and approved with the participating entity in advance to ensure transparency and alignment with budget requirements. Averhealth's fulfillment and operations teams are experienced in coordinating compliant and efficient shipping solutions across all U.S. states, provinces, and territories.	
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Averhealth offers flexible distribution options to meet the needs and budgets of Sourcewell partners. While all routine shipments are managed through our centralized fulfillment center, Averhealth-operated locations across the U.S. may serve as regional shipping or drop-off sites to help mitigate costs and reduce transit time. Averhealth also provides customized delivery scheduling and consolidated shipments to ensure secure, timely, and cost-effective service for each participating entity using UPS overnight biological specimen packages and can utilize FedEx overnight delivery services as needed.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Averhealth employs a structured internal audit process to ensure full compliance with all cooperative agreements, including pricing accuracy and reporting requirements. Our Regional Managers and Contract Lead work closely with the Accounting and Business Development Teams to review active cooperative contracts each month, verifying that all Sourcewell participating entities receive the correct discounted pricing and terms.  If awarded, Sourcewell will be assigned a dedicated Business Development Manager, Contract Lead, and Regional Manager to jointly monitor	*
		implementation, pricing compliance, and growth on a monthly basis.  Findings are documented and reviewed with leadership to ensure transparency and continuous improvement.	
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Averhealth will track a series of internal performance metrics to evaluate the success of the Sourcewell agreement and ensure continued value to participating entities. Oversight will be led by the assigned Business Development Manager, Contract Lead, and Regional Manager, who jointly review cooperative contract data each month.  Key internal metrics include:  Contract Utilization and Growth: Total active Sourcewell agreements and annual contract value (ACV) tracked to measure adoption and revenue	
		performance.  • Member Engagement: Number of Sourcewell participating entities engaged, proposals issued, and new implementations per quarter.  • Pricing and Compliance Audits: Monthly verification that Sourcewell members receive proper discounted pricing and contract terms.  • Customer Experience: Turnaround time for implementation, service requests, and customer satisfaction survey results.  • Operational Performance: Laboratory turnaround time, shipping efficiency, and billing accuracy metrics reviewed for continuous improvement.	*
		These metrics are documented in Averhealth's CRM and reviewed quarterly with leadership to assess progress, identify trends, and ensure the agreement continues to meet Sourcewell's cooperative purchasing objectives.	
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Averhealth offers Sourcewell a 2% Administration Fee.	4

#### Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70		Averhealth values cooperative purchasing and ensures our pricing is as good as or better than other cooperative purchasing agreements.

#### Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Tables 7A - 7D)

Line Item	Question	Response *

71 Provide a detailed description of all the Solutions offered in your proposal, including your organizational classification as identified below:

Laboratory - owns/operates certified facilities that perform specimen analysis under CLIA, SAMHSA/HHS, ISO 17025, or equivalent.

Third-Party Administrator (TPA)/clinic - manages and/or delivers drug-testing and occupational health programs on behalf of employers.

Consumer Reporting Agency Plus (CRA +) - provides background screening services and at least one of the following, either in-house or through a documented, audited subcontract:

- Laboratory-confirmed or point-of-collection (POCT) drug and/or alcohol testing, or

- Occupational-health assessments and regulatory exams.

Averhealth has uploaded exhibit \*71- Averhealth Solutions\* with greater details on our solutions.

Averhealht is a laboratory and operations company that provides comprehensive, technology-enabled drug and alcohol testing solutions that support criminal justice, behavioral health, and employment-related programs nationwide. Our integrated model combines accredited laboratory testing, on-site and mobile collection, chain-of-custody systems, and predictive data analytics to deliver defensible, efficient, and customer-focused results for government and public agencies across the United States and Canada.

#### Laboratory Operations and Accreditations

Averhealth owns and operates its own forensic toxicology laboratory located in St. Louis, Missouri, which is fully accredited by the CAP-FDT and certified under the Clinical Laboratory Improvement Amendments (CLIA). Our laboratory meets and exceeds industry standards for analytical precision, quality assurance, and regulatory compliance. Testing is performed using liquid chromatography tandem mass spectrometry (LC-MS/MS) and advanced immunoassay screening platforms to ensure reliable, forensically defensible results that comply with Daubert and Frye evidentiary standards.

Our laboratory performs toxicology testing for urine, oral fluid, and hair specimens, analyzing more than 1,500 substances, including fentanyl analogs, designer stimulants, synthetic cannabinoids, and emerging drugs of abuse. Routine turnaround times average 24 hours for screening and three business days for confirmation. Averhealth participates in quarterly blind proficiency testing and continuous quality control reviews to ensure accuracy, integrity, and compliance with all CAP-FDT and CLIA standards.

#### Specimen Collections and Location Operations

Averhealth manages every component of drug testing and program administration on behalf of our partner agencies. We operate more than 80 Averhealth-managed testing sites and 200 colocated partner sites nationwide, supporting same-day or next-day shipment to the laboratory. Averhealth provides on-site, mobile, and observed collection services

Each specimen is tracked through an electronic chain of custody (eCOC) using Averhealth's proprietary Aversys™ system, which barcodes and scans each sample from collection to final reporting. Customers who manage their own collections are supplied with all required materials-including test cups or vials, tamper-evident seals, hair collection kits, packaging, and overnight shipping supplies—ensuring complete traceability and compliance.

#### Technology and Information Systems

Averhealth's proprietary Aversys™ Laboratory Information Management System provides real-time visibility and secure access to all testing information. Through Aversys and Aversys Mobile™, authorized users can order tests, monitor collection activity, receive automated result notifications, and review compliance dashboards from any device.

Complementing this system, Vector powered by averAl uses artificial intelligence and predictive analytics to identify participants at increased risk of positive results, enabling early intervention and supporting outcome-based supervision strategies. For instant (POCT) testing environments, RapidReport™ provides mobile entry and reporting of point-of-collection results in real time, fully integrated with Aversys.

#### Comprehensive and Related Solutions

In addition to laboratory and POCT testing, Averhealth provides a full suite of related services and supplies, including:

- Test and sample kits, toxicology reagents, and packaging materials
- Medical Review Officer (MRO) services for federally regulated and non-regulated testing
- Expert toxicology testimony and results interpretation by in-house PhD and F-ABFT certified toxicologists
- Training and education through Averhealth Academy, covering collection procedures, traumainformed care, and program compliance
- Technology integration and support, including data exchange (API/EDI) with case management or court systems
- Program implementation, customer service, and quality assurance supported by regional operations managers and a centralized help desk (average response <4 hours).</li>

#### Organizational Model and Scalability

Averhealth's integrated laboratory and TPA structure provides a single source of accountability for testing, logistics, technology, and customer support. Our 530-person national workforce—including laboratory scientists, toxicologists, operations managers, and customer experience professionals—ensures consistent, high-quality service delivery across 34 states. We maintain partnerships with 2,000 programs, demonstrating scalability, reliability, and the ability to serve Sourcewell members of all sizes and geographies.

Through the combination of accredited laboratory science, field operations, and innovative technology, Averhealth delivers a turnkey toxicology solution that promotes accuracy, transparency, and program success. Our model ensures that every Sourcewell participating entity, from small county courts to large statewide systems, can access a unified platform for laboratory testing, administration, data analytics, and support designed to improve accountability and outcomes.

Bid Number: RFP 101425

Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Averhealth provides a comprehensive suite of testing, technology, and support solutions designed to meet the diverse needs of Sourcewell participating entities.

#### Testing & Collection Solutions

- On-Site Specimen Collections: Averhealth-staffed collection sites (Averhealth-operated or agency-owned) with trained collectors, supervisors, and regional management to ensure consistent, high-quality service. Programs can include both instant and laboratory testing.
- Mobile Collection Teams: Traveling teams available for multi-site or regional programs, offering cost-effective and flexible collection coverage.
- Drug & Alcohol Testing Supplies: Instant and laboratory urine, oral-fluid, and hair testing supplies that can be paired with Averhealth's laboratory services.
- Workplace Testing: Pre-employment, reasonable-suspicion, and post-accident testing supplies and services for employment settings.
- Laboratory Testing: In-house urine, oral-fluid immunoassay and LC-MS/MS confirmation testing, as well as hair testing, performed in Averhealth's accredited laboratory.

- Aversys Information Management System: Secure, HIPAA-compliant web platform and
- mobile app for ordering, tracking, and reporting results in real time.

  Rapid Report Mobile App: Streamlines instant cup testing and confirmation coordination with real-time result logging.
- Vector by averAl: Predictive analytics and data insights to support evidence-based decision-

#### Support & Training Solutions

- Nationwide network of qualified Third-Party Administrators (TPAs) for extended collection
- MRO and ABFT-certified toxicology interpretation and expert witness testimony.
- Best-practice education, implementation support, and ongoing program training.

Averhealth's scalable solutions, experienced team, and commitment to innovation make it an ideal partner for Sourcewell agencies seeking reliable, efficient, and cost-effective drug and alcohol testing services.

- Describe your complete chain-of-custody process for both paper and/or electronic records. Provide details on:
  - Audit-trail features
  - On-site observed-collection protocols
  - Observer qualifications
  - Privacy safeguards during observed collections
  - How each step is documented and retained

If the collection, laboratory analysis, or results reporting is subcontracted, describe the subcontractor's chain-of-custody process AND explain how you audit and enforce those controls.

Averhealth's chain-of-custody (COC) process is a best-practice model recognized as legally defensible under the Daubert and Frye standards, ensuring the integrity, reliability, and admissibility of all toxicology results. Averhealth maintains both electronic and paper chain-ofcustody documentation in accordance with SAMHSA, CLIA, and CAP-FDT requirements.

Each specimen is assigned a unique accession number and barcode at the time of collection. The Aversys electronic COC system automatically records each step of handling-from specimen check-in, sealing, and shipment to laboratory accessioning, testing, review, and reporting-creating a complete, time-stamped audit trail. All records are retained per Averhealth's "Records Retention Policy" and are accessible for audit or legal review. Our Record Retention Policy is included in exhibit folder \*75- Confidentiality\*.

#### Observed Collection Protocols

All collections follow All Rise best-practice standards for observed collections. Observations are conducted by trained Averhealth collectors following strict gender-matching protocols to ensure specimen validity and prevent tampering. Averhealth's Collections Procedure is titled 'SOP -Collections" and is provided in the exhibit folder \*73- Collections\*.

#### Observer Qualifications

Observers are Averhealth employees who complete nationally recognized collection training that meets or exceeds NIDA/SAMHSA standards. Training covers confidentiality, trauma-informed care, and appropriate documentation procedures. Competency is validated through ongoing supervision, quality audits, and retraining. Averhealth's manual, titled "Operations Quality Control-Collections" is included in exhibit folder \*73- Collections\*.

#### Privacy Safeguards

Averhealth ensures participant dignity through trauma-informed and privacy-protected procedures. Collection areas are designed to limit visibility while allowing observation integrity. Only samegender collectors conduct observed tests, and all discussions and documentation occur in secure, private areas.

#### Documentation and Record Retention

Each collection generates a one-page Chain of Custody form containing a unique barcode linking all data from collection through reporting. Copies are securely stored in Aversys and retained in their original, unaltered form per Averhealth's Records Retention SOP which is included in exhibit folder \*75- Confidentiality\*. Any manual paper forms are scanned and uploaded into the participant's digital record. A copy of our "Sample Chain of Custody Form" is included in exhibit folder \*73- Collections\*.

#### Subcontracting and Quality Audits

Averhealth performs all laboratory testing in-house at our CAP-FDT and CLIA-certified laboratory. In rare cases where a subcontracted specialty test is required, Averhealth audits the subcontractor's chain-of-custody and analytical procedures annually to verify compliance with federal, state, and accrediting body standards. Documentation of these audits is maintained by the Compliance and Quality Management Teams.

Bid Number: RFP 101425

Describe and detail your client portal and API capabilities, including:

- Ordering
- Status tracking
- Results delivery

Averhealth's Chief Technology Officer, Vikram Menon, and our Information Systems Team are available to support any Electronic Data Interchange (EDI) or Application Programming Interface (API) setup needed to benefit Sourcewell participating entities. Integration with Aversys, Averhealth's secure, web-based information management system, enables enhanced data evaluation, record retention, and significantly reduces administrative duplication for participating

All reports, training materials, records, metrics, and analytical dashboards remain available within Aversys, with the added benefit of optional case-management data integration that allows testing results to flow directly into an agency's case file or internal database.

Sourcewell members can integrate with Aversys through a secure API connection, which enables: Real-Time Communication: The API serves as a bridge between agency databases and Aversys, allowing secure, real-time data exchange over the internet.

- Automated Data Exchange: Agency systems can automatically retrieve or send data (such as drug testing results, client schedules, or compliance updates), eliminating manual entry and reducing errors
- Process Automation: Integration ensures that both systems remain synchronized, improving efficiency and data accuracy.
- Customization: API configurations can be customized to meet specific program or IT requirements, such as syncing select data fields or triggering automated workflows.
- Established Integrations: Aversys currently integrates with several leading case management and justice information systems, including ReConnect, Corrections Software Solutions (CSS), Datagain, Versaterm, Strategic Technologies, DIMS, and Tyler Technologies.

In summary, Aversys provides Sourcewell participating entities with a seamless, secure, and customizable integration solution, enabling efficient data sharing, automation, and real-time program visibility across platforms.

Describe how your organization ensures compliance with applicable data protection regulations, including HIPAA Personally Identifiable Information (PII), Sensitive Personal Identifiable Information (SPII), and, if applicable, Criminal Justice Information Systems (CJIS) requirements.

Averhealth is committed to maintaining the highest levels of security, privacy, and regulatory compliance for all Sourcewell participating entities. Our "Disaster Recovery Plan," Retention Policy," and "Confidentiality SOP" are included in the exhibit folder \*75-Confidentiality\*. These documents outline Averhealth's company-wide security controls, audit checklists, and procedures used to evaluate data integrity and compliance with privacy standards.

To prevent unauthorized access to our systems, Averhealth implements robust safeguards, including multi-factor authentication, encrypted data transmission, and role-based access controls. Without explicit written authorization from the participating entity or a valid court order, no information is disclosed to third parties. Testing records are stored in their original, unaltered form to maintain forensic and evidentiary integrity. Upon written request from authorized Sourcewell member administrators, Averhealth promptly provides all relevant records under unrestricted access.

All Averhealth employees with access to confidential information receive comprehensive confidentiality and HIPAA training annually. Any legal requests for records are reviewed by Averhealth's Compliance Team, documented, and immediately reported to the affected participating entity.

Averhealth strictly adheres to federal and state privacy regulations, ensuring that all personal and program information is used solely to provide drug and alcohol testing services. Through continuous training, auditing, and security improvements, Averhealth safeguards the confidentiality and integrity of all data entrusted to our systems.

#### User Permission Levels

Averhealth prioritizes the safety and security of data maintained in Aversys, our secure information management system. Sourcewell participating entities will determine and assign user permissions based on their organizational needs. Averhealth's implementation team collaborates with each entity to ensure appropriate access levels are configured during onboarding and maintained as staffing changes occur.

- Basic Access: View-only; designed for partner agencies requiring limited program visibility. Level 1 Access: Case managers can review their assigned participants' testing details and
- Level 2 Access: Management-level users gain access to comprehensive reports and broader client information.
- C Admin Access: Program administrators can view the full testing calendar, manage user permissions, and review billing or pricing data.

These role-based permission levels are established during implementation and can be updated as needed to preserve security and compliance.

76	For your proposed solutions and services, describe any performance standards, or guarantees, including any relevant policies, metrics, KPIs, etc.	Averhealth maintains defined performance standards and key performance indicators (KPIs) to ensure the accuracy, timeliness, and reliability of all testing, reporting, and customer support services provided under the Sourcewell cooperative agreement. These standards are actively monitored through our Quality Management and Customer Experience programs to ensure consistent performance and accountability.
		Laboratory and Operational Performance  Turnaround Time: Laboratory screening results are reported within 24 hours of specimen receipt, and LC-MS/MS confirmation testing is completed within three (3) business days.  Accuracy and Quality: Averhealth maintains >98% accuracy on blind proficiency tests conducted under CAP-FDT accreditation.  System Uptime: The Aversys information system maintains >99.9% uptime with 24/7 secure access for authorized users.
		Customer Service Standards  Response Time: Customer inquiries are acknowledged within four (4) business hours and resolved within one (1) business day whenever possible.  Training and Implementation: All new programs receive comprehensive onboarding, and additional staff training is provided within five (5) business days of request.  Customer Satisfaction: Averhealth conducts annual customer satisfaction surveys and maintains a target rating of 90% or higher.
		Sales and Contract Performance  Contract Utilization: Averhealth tracks active Sourcewell agreements, annual contract value (ACV), and Sourcewell member adoption on a quarterly basis to measure cooperative success.  Compliance Assurance: Monthly internal audits verify pricing accuracy and contract compliance for all Sourcewell members.

Table 7B: Criminal Justice, Legal, Corrections, Law Enforcement, and Behavioral Health Testing and Screening

Indicate below if the listed types or classes of Solutions are offered within your proposal. In the Comments boxes provided, describe how your proposed solution(s) meet or exceed the category and/or sub-category.

We will not be submitting for Table 7B: Criminal Justice, Legal, Corrections, Law Enforcement, and Behavioral Health Testing and Screening

	We will not be submitting for Table 7B: Criminal Justice, Legal, Corrections, Law Enforcement, and Behavioral Health Testing and Screening							
Line Item	Category or Type	Offered *	Comments					
77	Toxicology testing, forensic and diagnostic screening, and DNA analysis of bodily fluids, tissues, or other biological specimens.	େ Yes ೧ No	Averhealth provides comprehensive toxicology testing and forensic screening through our inhouse CAP-FDT and CLIA-certified laboratory, including urine, oral fluid, and hair testing for drugs and alcohol. For DNA analysis, Averhealth can conduct specimens and partners with a qualified, accredited laboratory to perform testing following our secure specimen collection and chain-of-custody procedures, ensuring full forensic integrity and legally defensible results.					
78	Court-admissible reporting, expert testimony, and compliance monitoring for individuals in probation, parole, diversion, or medical-assisted treatment (MAT) programs.		Averhealth provides legally defensible, directly observed specimen collection and laboratory testing services that meet the evidentiary standards established under Daubert and Frye. All testing is performed in our CAP-FDT and CLIA-certified laboratory, ensuring full forensic integrity and court admissibility.  Averhealth also offers expert witness testimony and results interpretation by our in-house toxicologists, including a PhD, F-ABFT—certified Laboratory Director, who can testify to laboratory procedures, result interpretation, and analytical validity.  In addition, Averhealth's Aversys information management system supports compliance monitoring by tracking participant testing frequency, missed tests, and program outcomes, providing agencies with accurate, audit-ready data to support judicial and treatment decisions.					

#### Table 7C: Employment Related & Occupational Testing and Screening

Indicate below if the listed types or classes of Solutions are offered within your proposal. In the Comments boxes provided, describe how your proposed solution(s) meet or exceed the category and/or sub-category.

We will not be submitting for Table 7C: Employment Related & Occupational Testing and Screening

Line Item	Category or Type	Offered *	Comments
78	Laboratory-confirmed and point-of-collection (POCT) drug and alcohol testing (e.g., pre-employment, random, post-accident, DOT-compliant).	C No	Averhealth provides both laboratory-confirmed and point-of-collection (POCT) drug and alcohol testing for a wide range of applications, including pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing.  Averhealth offers nearly 200 instant testing products, including urine (kit insert included and labeled as 78- Healgen Kit Insert), oral fluid, and breath alcohol testing options. Our testing programs can be configured to meet the needs of employers, schools, and government agencies.  For Department of Transportation (DOT)-compliant testing, Averhealth partners with qualified Third-Party Administrators (TPAs) to manage collections, medical review, and compliance requirements in accordance with 49 CFR Part 40 standards.  All testing can be paired with Averhealth's CAP-FDT and CLIA-certified laboratory confirmations, ensuring legally defensible and reliable results for any employment or occupational testing need.
79	Background checks and identity verification that are in conjunction with solutions in line 78.	○ Yes ○ No	N/A
80	Occupational health assessments and regulatory exams.	○ Yes ⓒ No	N/A *

#### Table 7D: Related Products and Services

Indicate below if the listed types or classes of Solutions are offered within your proposal. In the Comments boxes provided, describe how your proposed solution(s) meet or exceed the category and/or sub-category.

■ We will not be submitting for Table 7D: Related Products and Services

Line Item	Category or Type	Offered *	Comments
81	Products and services related to Tables 7B and/or 7C above, such as test or sample kits and equipment, collection tools or devices, toxicology reagents, packaging, Medical Review Officer (MRO) services, chain-of-custody systems and documentation tools, mobile or on-site sample collection, technology solutions, system integration, training, support, and implementation services.	© Yes	Averhealth provides instant testing kits (kit packet insert is provided in exhibt *78-Healgen Kit Insert*) and LC-MS/MS confirmation services. Any of our laboratory results can be reviewed by an MRO or ABFT for results interpretation. Our chain of custody system is in our HIPAA compliant information system, Aversys and can be purchased as a case management or drug testing program management system. We can coordinate mobile testing teams and on-site specimen collections as well as conduct collections at our existing collection locations. Our in-house implementation team will collaboratively work with members to ensure a smooth program roll out is achieved alongside our customer service team. Averhealth comprehensive training program is available throughout any contract term and support can be offered via email, webinar and in person.  Averhealth's cusotmer care is unmatched with the most impactful nationwide operations team in the industry!

#### Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	C Yes
	© No

#### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Pricing 59- Averhealth Price List.pdf Tuesday October 14, 2025 13:19:21
  - Financial Strength and Stability 13- Financial Strength and Stability.zip Monday October 13, 2025 08:27:23
  - Marketing Plan/Samples 37- Marketing Samples.zip Monday October 13, 2025 18:10:00
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - Upload Additional Document Averhealth Exhibits RFP 101425.zip Tuesday October 14, 2025 15:29:38

#### Addenda, Terms and Conditions

#### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
- 3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
- 5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
- 6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. Proposer its employees, agents, and subcontractors are not:
  - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.
- By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. Lauren Mohr, Government Proposal Writer, Avertest, LLC dba Averhealth

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum4_Laboratory_Toxicology_RFP101425 Fri October 3 2025 01:22 PM	Į <b>z</b>	2
Addendum3_Laboratory_Toxicology_RFP101425 Wed October 1 2025 04:04 PM	₩	2
Addendum2_Laboratory_Toxicology_RFP101425 Mon September 29 2025 11:53 AM	₩	1
Addendum1_Laboratory_Toxicology_RFP101425 Mon September 15 2025 12:12 PM	₩.	1