

**Solicitation Number: RFP #011222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Redwood Toxicology Laboratory Inc., 3650 Westwind Boulevard, Santa Rosa, CA 95403 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Lab Services and Testing with Related Products and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 15, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services 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 Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent arising out of any negligence or intentional misconduct, whether by act or omission, in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell in the United States and Canada.

2. *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, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. 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.

b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

c. Upon written request, either party may request copies or samples of all materials on which its trademarks are applied and such copies or samples shall be promptly provided.

d. Any and all goodwill derived from either party's use of the other party's trademarks shall inure solely to the benefit of the licensor of the trademark.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier for actual infringement of any issued and unexpired U.S. patent, copyright, trademark or other intellectual property right of a third party resulting from use of the Equipment or Products in accordance with the procedures and uses set forth in the labeling, operator's manual or package insert for the applicable Equipment or Product where the patent, copyright, trademark or other intellectual property right has not been held invalid or unenforceable by a final unappealable or non-appealed order of a court or agency of competent jurisdiction, or which has not been admitted by the patentee to be invalid or unenforceable.

5. *Termination.* Upon the termination of this Contract 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 promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the

Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 CG0002 (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, 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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per claim
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to terminate this Contract for default on fourteen days written notice and failure of Supplier to cure.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their 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.

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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must promptly notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide prompt written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcwell, and Participating Entity as soon as possible if this Contract or any aspect related to

the anticipated work under this Contract 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.

R. 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.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Redwood Toxicology Laboratory Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
3/29/2022 | 9:03 AM CDT
Date: _____

DocuSigned by:
Mary Tardel
D43702611A5146C...
By: _____
Mary Tardel
Title: Director Government Services
4/4/2022 | 7:02 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

4/4/2022 | 9:50 AM CDT

Date: _____

RFP 011222 - Lab Services and Testing with Related Products and Supplies

Vendor Details

Company Name: Redwood Toxicology Laboratory
Address: 3650 WESTWIND BLVD.
SANTA ROSA, CA 95403
Contact: Mary Tardel
Email: bids@redwoodtoxicology.com
Phone: 800-255-2159
Fax: 707-236-8932
HST#: 68-0332937

Submission Details

Created On: Monday December 13, 2021 15:05:03
Submitted On: Wednesday January 12, 2022 13:11:30
Submitted By: Mary Tardel
Email: bids@redwoodtoxicology.com
Transaction #: ddc73cca-d201-4daf-8d9a-3642635ecbd9
Submitter's IP Address: 104.129.202.74

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Redwood Toxicology Laboratory, Inc. (RTL)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	RTL will not be working with subsidiaries. Dependent on customer interest, we may offer services provided via our affiliated companies under common ownership of Abbott Laboratories, which include Alere Toxicology Services (ATS), eScreen, Inc., and Immunalysis Corporation.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	The following companies are affiliated with RTL. DBAs are listed below. Redwood Toxicology Laboratory Ascertain Forensics at Redwood Toxicology Laboratory Alere Toxicology Services eScreen Immunalysis Corporation
4	Provide your CAGE code or DUNS number:	CAGE: 4FN67 DUNS: 92-959-9280
5	Proposer Physical Address:	3650 Westwind Boulevard Santa Rosa, CA 95403
6	Proposer website address (or addresses):	www.redwoodtoxicology.com www.ascertaintox.com/us/home.html
7	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 and, in the event of award, will be expected to execute the resulting contract):	Mary Tardel Director, Government Services 3650 Westwind Blvd, Santa Rosa, CA 95403 Mary.Tardel@abbott.com Office: (707) 570-4359
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gina Mazzocco Bids Supervisor 3650 Westwind Blvd, Santa Rosa, CA 95403 Gina.Mazzocco@abbott.com Office: (707) 570-4304
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Hollie Turk Senior Sales Manager 3650 Westwind Blvd, Santa Rosa, CA 95403 Office: (707) 570-4369 Debbie Knapp Customer Service Manager 3650 Westwind Blvd, Santa Rosa, CA 95403 Debbie.Knapp@abbott.com Office: (707) 570-4426

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	HISTORY Redwood Toxicology Laboratory, Inc. (RTL) is a federally certified laboratory specializing in accurate and rapid turnaround laboratory-based and diagnostic device drug testing products and services. Established in 1994, we opened a toxicology laboratory with the intent to offer affordable and timely testing options. After years of growth on a national scale, RTL was acquired by Alere, Inc. in 2007 to integrate our quality suite of products and services into their overall health management

offering. At that time, RTL joined many other exemplary toxicology product and service providers and manufacturers as part of the Alere Toxicology Global Business Unit, including Alere Toxicology Services (ATS), eScreen, and Immunalysis. In 2015, we introduced our specialized postmortem and human performance laboratory, now known as Ascertain Forensics at Redwood Toxicology Laboratory. In 2017, Abbott Laboratories, a multi-billion dollar and multinational health care company (NYSE: ABT), purchased Alere.

Abbott Laboratories has been in business for over 130 years, has locations spanning over 160 different countries, and in 2020, reported over \$34 billion in revenue. We are proud to be part of the Abbott family; under Abbott's direction over the past 4 years, we have overlaid RTL's already exceptional customer-focused service offering with Abbott's unique and highly successful customer-driven model to continue to enhance the customer experience. It is our intention to continue to apply these business practices and resources to the continued growth of our Sourcewell contract.

MISSION/CORE VALUES

RTL's primary mission is to provide accurate and timely drug testing services to aid in the detection of drugs and alcohol, providing our criminal justice and treatment clients with the comprehensive drug testing tools, innovative technology, industry experts, and insightful data they need to empower confident decision making and effectively combat the detrimental effects of drug abuse. Our utmost goal is the satisfaction of our customers and long-term retention of the business relationships that we build through our relentless devotion to customer care. Our numbers speak strongly to the quality of our products and services, as well as to the satisfaction of our customers.

- RTL is one of the largest single-location drug testing laboratories in the United States.
- RTL processes tens of thousands of urine and oral fluid specimens each week at our Santa Rosa, California facility.
- In addition to our comprehensive lab services, RTL offers a complete line of rapid devices; we sell more than 10 million devices each year.
- RTL has a strong national presence in the drug testing marketplace and currently holds over twenty state-level contracts and over one hundred county-level contracts for lab services and on-site devices.
- All told, RTL has more than 8,000 active clients across the United States. These numbers demonstrate our success in achieving our core mission—to provide the best in drug testing and ensure customer satisfaction.
- Our Santa Rosa laboratory headquarters is home to over 250 employees.

Throughout this bid response, we will provide details on our comprehensive menu of toxicology products and services. We will work closely with our sister companies within the global business unit to provide as robust an offering as required and needed by the Sourcewell membership. The Abbott Toxicology Business Unit numbers, as a whole, include:

- Six global laboratories independently certified by accrediting bodies, including 2 SAMHSA-certified in the US.
- Sixteen total locations in the Toxicology Business Unit, including laboratories, distribution sites, and administrative locations.

Our mission for this contract is to continue providing unsurpassed services to the Sourcewell membership. Over the past 3 years, this contract has generated nearly \$9.50MM in sales. Interest in the contract continues as government agencies struggle with staffing in the procurement arena. This contract has proven to be an effective tool for our customers. Despite recent impacts of the pandemic on our court-focused customers, we are experiencing a resurgence in program activity and look forward to the future.

It is also our mission to leverage the strengths, benefits, and experience below to assist the Sourcewell membership with all their toxicology needs:

- In business for more than 27 years
- Consolidated global presence allows for early trend detection as many drugs originate outside of the United States
- Robust service offering across many member agency types: criminal justice, law enforcement, treatment, employment, mental/behavioral health, forensic, and education
- Thousands of toxicology employees, many of them long-standing subject matter experts in their field
- Financially secure with the ability to source special requests and state of the art equipment
- R&D allows for development of new services/products
- Personal touch through total relationship care

PRODUCTS & SERVICES

RTL has provided many products and services to the Sourcewell membership over the past several years. In this bid response, we are proud to offer our core

		<p>laboratory urine and oral fluid laboratory testing services, wide portfolio of rapid drug test devices, and enhanced forensic toxicology lab services. Leveraging our national toxicology business unit under Abbott, we are confident that RTL is offering one of the most robust toxicology portfolios available. This will include:</p> <ul style="list-style-type: none"> - Standard urine and oral fluid testing (criminal justice & rehabilitation) - Specialty urine and oral fluid testing (criminal justice & rehabilitation) - Rapid test devices for on-site results - Forensic testing in a variety of matrices (postmortem & human performance/DUI/DUID) - DOT/Employment urine testing - Third-party administration (TPA) services in conjunction with DOT/Employment testing <p>RTL is a key player in the government drug testing arena with name recognition and a track record that speaks for itself. With our considerable industry experience, broad offering, highly qualified staff, state of the art scientific instrumentation, excellent client services, and access to Abbott's industry-leading toxicology divisions across the globe, RTL can supply Sourcwell members with the ultimate in quality drug and alcohol testing.</p>	
11	What are your company's expectations in the event of an award?	<p>Should RTL be awarded a contract, our primary expectation is that we would continue to provide business to our current Sourcwell member clients on contract and that we would increase our Sourcwell revenue in part by continuing our efforts to migrate more customers and prospects onto this contract.</p> <p>Over the course of our last two Sourcwell contracts, the government marketplace in general has developed an increased interest in cooperative contracts and the flexibility they offer. Sourcwell also offered itself as a valuable resource for us to make these inroads. Across our years holding this contract, we have gained momentum and made significant traction with our sales efforts, increasing sales an average of 38% each year from 2015 to 2019. The only impediment to this growth was from 2019 to 2020 and 2020 to 2021 as pandemic impacts to the criminal justice and treatment market ensued and continued.</p> <p>Today, Sourcwell is one of our preferred vehicles for contracting with key government entities. We intend to continue utilizing this contract for the clients who have joined, and to pick up even more business as the new contract takes hold.</p> <p>RTL is hopeful that continuing to offer a Sourcwell contract will give us more opportunities to offer our products and services in states and counties currently unable to purchase our products due to competitive requirement restrictions and/or a lack of resources to develop their own competitive bids.</p> <p>We enter into this opportunity with Sourcwell knowing that RTL will need to take a proactive role in contacting and acquiring business—a commitment we have upheld since the contract was awarded. Much of our strength and success lies in our dynamic and persistent sales staff, our targeted marketing efforts, and our precision in identifying prime opportunities. Combined with the resources available to us through Abbott, we feel the possibilities are endless. It is our continued goal to strategize market opportunities with Sourcwell as well as proactively tackle the sales opportunities that this contract can provide.</p>	*
12	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.	<p>Abbott's SEC 10-K filings are available at www.abbottinvestor.com/financials/sec-filings. The most recent "Report of an Independent Registered Public Accounting Firm," which was performed by Ernst & Young LLP and reported on February 19, 2021, is included in the SEC 10-K filing on pages 82-83, 84 and 102. We have included it with this response as a pdf document attachment along with the Financial Statements, including "Consolidated Statement of Earnings," "Consolidated Statement of Comprehensive Income," "Consolidated Statement of Cash Flows," "Consolidated Balance Sheet," and "Consolidated Statement of Shareholders' Investment" (pages 43-80).</p> <p>RTL is able and willing to provide letters of credit and other supporting information if desired by Sourcwell.</p>	*
13	What is your US market share for the solutions that you are proposing?	RTL's share for the solutions we are proposing are anecdotally about 14% of the addressable US market, based on 2021 global sales data available to us. We may actually hold a higher percentage of the market as the data we gathered reflects Covid shutdowns and a diminished market that will continue to change as business returns to normal.	*
14	What is your Canadian market share for the solutions that you are proposing?	RTL's share for the solutions we are proposing are less than 1% of the Canadian market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	RTL has never petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>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?</p>	<p>RTL is best described as a service provider. Our laboratory-based drugs of abuse testing services are performed at our laboratory in Santa Rosa, California. The majority of our devices are provided by Abbott's manufacturing branch, so we could also be described as a manufacturer as well.</p> <p>RTL provides an all-in-one solution—not only do we have proprietary ownership of the majority of our products and services, but we also have our own sales force dedicated to finding and retaining our customer base, and an Abbott-owned distribution center for distributing our products. Our sales force is a blend of in-house and field reps, so that we may focus on outbound calling for customer support and reorders, as well as face-to-face interactions for new business and customer care. For any products or services provided by one of our affiliates under Abbott—i.e. not directly provided by RTL—such as employee testing/collections (ATS/eScreen), those entities will provide direct customer service and will be coordinated by RTL. For any third-party products where RTL will act as a distributor, RTL will provide direct sales and customer service.</p>
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17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications 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.</p>	<p>In order to perform drugs of abuse laboratory testing, a laboratory generally must be formally licensed to practice clinical or forensic toxicology by a state or federal licensing agency. However, the specific licensure required by a specific agency or department in order to utilize a laboratory for drug testing may depend on that agency's own internal policy, or on the applicable laws of their county or state.</p> <p>CRIMINAL JUSTICE & TREATMENT LABORATORY SERVICES Because we serve clients across the country and on different levels of government and agency types, RTL has pursued and received licenses and accreditations by the following federal and state agencies:</p> <ul style="list-style-type: none"> • Department of Health and Human Services (DHHS), CLIA '88 • Drug Enforcement Agency (DEA) Controlled Substance Registration Certificate • California Department of Public Health Clinical Laboratory License • Maryland Department of Health & Mental Hygiene Office of Health Care Quality Medical Laboratory Permit • Pennsylvania Clinical Laboratory Permit • Rhode Island Department of Health License <p>We find that these licensures, permits, and accreditations cover a majority of those requested or required.</p> <p>RTL is certified by the Department of Health and Human Services, CLIA '88 and follows their guidelines and requirements to maintain certification. RTL considers Quality Control (QC)/Quality Assurance (QA) to be an ongoing process that encompasses all facets of the laboratory's testing and support functions. This includes specimen receipt, test analysis, and test result reporting. Quality Assurance also extends to the laboratory's interactions with its customers. Under CLIA '88, all laboratories must establish and follow their own written quality control (QC) procedures. It is RTL's philosophy to establish and follow written QC procedures for monitoring and evaluating the quality of each method to assure the accuracy and reliability of patient test results and reports.</p> <p>RTL maintains internal proficiency testing programs that monitor specimen unloading, chain of custody, computer accessioning, screening, confirmation procedures, certification of final results, and reporting of final results. RTL also subscribes to external proficiency testing agencies including:</p> <ul style="list-style-type: none"> • American Association of Bioanalysts (AAB) • Pennsylvania State Department of Health's Proficiency Testing Services • College of American Pathologists (CAP) Urine Drug Screening & Confirmation • RTI International <p>FORENSIC TOXICOLOGY LABORATORY SERVICES The forensic toxicology branch of our laboratory, Ascertain Forensics at RTL, possesses the following relevant permits, licenses, and credentials:</p> <ul style="list-style-type: none"> • Laboratory accreditation by the American Board of Forensic Toxicology (ABFT) • Recognized by the State of California as Title 17 Forensic Alcohol Laboratory • ABFT certification for our Chief Forensic Toxicologist, Senior Forensic Toxicologist, and Confirmations Laboratory Manager • Participation certificates in CAP proficiency programs <p>DOT/EMPLOYMENT LABORATORY SERVICES ATS possesses the following permits, licenses, and credentials:</p> <ul style="list-style-type: none"> • Department of Health and Human Services (DHHS), CLIA '88 • Participant of the National Laboratory Certification Program (NLCP), mandated by Substance Abuse and Mental Health Services Administration (SAMHSA), Department of Health and Human Services (DHHS) • College of American Pathologists/Forensic Drug Testing (CAP/FDT) • Drug Enforcement Agency (DEA) Controlled Substance Registration Certificate • State Level Licenses <ul style="list-style-type: none"> o California Department of Public Health Clinical Laboratory License o Florida Drug Free Workplace Laboratory License o Hawaii Substance Abuse Testing Laboratory License o Maine Department of Human Services Substance Abuse Testing Laboratory License o Maryland Department of Health & Mental Hygiene Office of Health Care Quality Medical Laboratory Permit o New York Department of Health Clinical Laboratory Permit o Oklahoma State Department of Health License o Pennsylvania Clinical Laboratory Permit o Texas Forensic Science Commission Accreditation o Vermont Department of Health Certification
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18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In 27+ years of business, RTL has never had a suspension or debarment.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	The drug testing industry does not have any industry awards or special forms of recognition. However, our involvement with the industry is vast and complex, and our toxicologists attend and speak at industry specific conferences, develop and extend training programs customized to specific marketplaces (i.e. employment or roadside testing). Our toxicology unit also works with many different agencies to share our knowledge on toxicology and abuse trends and help shape the future of drug testing. All told, the Abbott's Toxicology division has more than \$600 million in annual revenue and is a significant player in the toxicology marketplace.	*
20	What percentage of your sales are to the governmental sector in the past three years	About 60% or more of our sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	We do not have data labeling that allows us to break out education into its own group. RTL does not provide many sales to the education sector, but it is a marketplace that greatly benefits from drug testing.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>RTL holds three national cooperatives (in addition to our Sourcwell contract), over 20 state-level contracts, and over 100 county-level contracts. To demonstrate the breadth and scope of our national presence, included below is a list of our cooperative purchasing contracts and our primary, competitively bid state-level government agency contracts and their approximate annual value. We would appreciate if this could be redacted for any public records requests to protect our book of business, if possible.</p> <p>RTL currently holds cooperative contracts through each of the following organizations:</p> <p>CHAMPS Group Purchasing</p> <ul style="list-style-type: none"> • Contract available to CHAMPS members nationally • Customers include education and healthcare agencies • This contract is valued at more than \$150,000 dollars annually. <p>HPSI Purchasing Services</p> <ul style="list-style-type: none"> • Contract available to HPSI members nationally • Customers include rehabilitation and healthcare agencies • This contract is valued at more than a quarter of a million dollars annually (pre-Covid). <p>Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)</p> <ul style="list-style-type: none"> • Contract available to a wide variety of government agencies in states choosing to participate • Competitively bid through the State of Minnesota • This contract is valued at more than 5 million dollars annually. <p>Our primary competitively bid, state-level government contracts and approximate sales for each over the last three years include:</p> <ul style="list-style-type: none"> • Colorado Department of Corrections – over \$75,000 annually • Kansas Department of Corrections – over \$40,000 annually • Missouri Drug Courts – over \$500,000 annually • New Jersey Judiciary – over \$300,000 annually • Pennsylvania Department of Corrections – over \$100,000 annually 	*
23	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?	RTL does not currently hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
13th Circuit Court Missouri	Mr. Michael Princivalli	(573) 886-4181	*
Plumas County Probation	Ms. Kimberly Blackwell	(530) 283-6599	*
Santa Cruz Probation Department	Ms. Deborah Windisch	(831) 454-3817	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Orange County Probation Department	Government	California - CA	Provision of drug testing products and services for probation program.	Approximately 6,000 lab specimens and 750 rapid tests monthly.	\$4.1 million	*
Texas Department of Criminal Justice	Government	Texas - TX	Provision of drug testing products and services for corrections program.	Orders for more than 40,000 rapid tests and 300 lab tests monthly.	\$3.0 million	*
Nebraska Probation	Government	Nebraska - NE	Provision of drug testing products and services for probation program.	Average of 20,000 rapid tests and 100 lab tests monthly.	\$2.4 million	*
Missouri Drug Courts	Government	Missouri - MO	Court-ordered drug testing for state and county courts.	Over 7,000 rapid tests and 1,100 lab tests monthly.	\$1.9 million	*
New Jersey Drug Courts	Government	New Jersey - NJ	Court-ordered drug testing for state and county courts.	Over 11,000 rapid tests and approximately 1,500 lab tests monthly.	\$1.7 million	*

Table 6: Ability to Sell and Deliver Service

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 *	
26	Sales force.	<p>The RTL sales force is divided into two units: inside sales (Account Managers) and outside sales (Regional Account Managers). These teams work together in partnership to identify and respond to opportunities and target our sales efforts in the most effectual manner. RTL has 23 total members on our sales force available to pursue and manage Sourcewell business, including our Director of Government Services, Senior Sales Manager, Customer Service Manager, Manager of Sales Administration, 5 Regional Account Managers, 7 Account Managers, 5 Customer Service Representatives, and two Bid Analysts. Most of these staff members are located at our Santa Rosa, California location, with several others located remotely in various states. In effect, all members are focused on the sale and services of the lab services and rapid test devices we are proposing as part of this RFP.</p> <p>All of RTL's sales representatives are experienced with selling and upselling national, state, and county-level accounts. Further, as a member of other cooperative contracts and associations, RTL's sales team is trained to effectively sell to and manage accounts similar to Sourcewell's member agencies. If awarded this contract, RTL will continue its educational efforts with the sales team on the unique opportunity that this contract affords. Our sales team will continue to focus sales efforts on all opportunities where procurement obstacles have prevented us from succeeding in the past.</p>	*
27	Dealer network or other distribution methods.	RTL does not have a dealer network. All sales are processed at our headquartered location in Santa Rosa, California.	*

28	Service force.	<p>RTL has approximately 250 full-time staff members employed at our Santa Rosa, California facility. This includes sales, shipping, accounting, customer service, information technology, marketing, quality assurance, and laboratory staff, including certified toxicologists and the business development team. RTL sells to all fifty states through an in-house and field-based sales model. All 250 employees are solely focused on the sale, production, or servicing of the products and related services offered in this RFP. Our Toxicology Support Services Department is accessible by phone or email. On-site training for our national and key accounts is performed by our Sales Department.</p> <p>Other functional teams within our Toxicology Business Unit, in addition to our 250 full-time employees, include Quality, Regulatory, Scientific Affairs, Finance, IT and Operations. Dozens of additional Abbott employees support our business.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Interested Sourcewell members will provide RTL with purchase orders (POs) prior to the purchase of goods or services per their protocols. Purchase orders may be term based, budget based, or line item based, depending on the preference/purchasing rules of the Sourcewell member. The PO may either be provided on an order-by-order basis or provided for a term period.</p> <p>After receipt of the initial PO, RTL will accept orders via phone, email, or fax; laboratory supplies may also be ordered via web form on our website. As an additional option for our clients' convenience, we are also able to set up standing orders for delivery of these products on a regular basis (e.g. monthly, quarterly) using set amounts identified by the client or based on our calculated utility of products or services over the previous months.</p> <p>PRODUCT ORDERS Orders are typically processed/shipped from our Abbott-owned distribution center within 24 hours of order receipt. On the rare occasions that product is backordered, RTL will suggest optional product to the client.</p> <p>RTL LAB SERVICES Laboratory tests may be "ordered" through the individual test requisition forms utilized by the client and sent in with the specimen for testing. RTL provides physical forms for handwritten requisitions as well as web forms, which may be entered through our ToxAccess web-based collections and reporting system to expedite testing and reduce errors. When specimens arrive at our laboratory for testing, the test information is entered into our laboratory information management system (LIMS) and tied to our accounting system using the account number on the requisition form.</p> <p>ATS LAB SERVICES Sourcewell members looking for DOT/Employment testing will be set up with ATS accounts with ATS will directly receive all lab test orders similarly to the process described above for RTL: tests will be "ordered" by putting in a test requisition and the sample being received at the laboratory for testing.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>RTL's customer service program includes an integration of services performed by Sales, Toxicology Support Services, and Information Technology staff—all of whom are available to our customers via our toll-free number or via email. For account setup, account maintenance, and device orders, customers will contact the dedicated Sales staff assigned to them. For questions regarding results interpretation and retest requests, customers will contact our Toxicology Support Services department. For questions regarding ToxAccess, our proprietary internet-based reporting site, customers will contact our IT department. Technical and Toxicology Support Services staff members are available to assist with questions and consultation in regard to an agency's specific services as well as provide information about all services RTL offers. In addition to the five members of RTL's Toxicology Support Services staff and three members of our IT helpdesk staff, we offer direct access to our Certified Toxicologists for technical assistance.</p> <p>Sales staff are available from 6:30 a.m. to 4:00 p.m. PST, Monday through Friday, I.T. helpdesk staff are available from 7:30 a.m. to 4:00 p.m. PST, Monday through Friday, and Toxicology Support Services are available from 6:00 a.m. to 4:00 p.m. PST Monday through Friday to assist our customers. However, if there is a high volume of calls or if a client has questions outside of our regular business hours, each department has a messaging system for clients to leave voicemail messages. All calls are returned within one business day (usually less). If it is determined that the client has an issue that cannot be immediately resolved, a trouble ticket is created and directed towards the appropriate department via our internal ticketing system. These tickets are monitored on a daily basis; most tickets are resolved within 1 to 5 business days, depending on the nature of the request.</p> <p>Service metrics, such as time to answer, time on hold, and call forwarding are monitored regularly to ensure timely responses to the customers.</p> <p>Contact information for our Sales, Toxicology Support Services, and IT groups will be made available to Sourcewell Members upon award.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>RTL's primary market focus is on government clientele, so we are both able and willing to provide our drug testing products and services to Sourcewell participating entities. As described previously, under our current Sourcewell contract, RTL is already providing products and services to a number of Sourcewell participating entities in the United States. Our hope is to continue serving these members and to expand the contract in scope and customer base as the opportunities arise.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are committed to partnering toward the success of any interested agency. For qualifying member agencies in Canada and internationally, we would have to take these opportunities on a case-by-case basis and in coordination with Abbott Laboratories' International Sales group. Given the nature of drug testing, many entities require special licensure and/or national/state regulatory and data privacy requirements. We would have to determine our compliance with these specifications prior to negotiating the business. In addition, these locations may experience an impact in shipping times and increases in shipping fees depending on location.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>RTL agrees to provide our rapid, on-site diagnostic devices to service all geographic areas of the United States. For our laboratory testing, we are able to provide services to all 50 states, with the exception of New York. Employee/DOT testing offered through our sister laboratory, ATS, is available in all 50 states. As stated previously, Canadian clientele will be considered on a case by case basis as opportunities arise as regulatory requirements for medical devices may differ from those in the United States.</p>
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>As part of our core marketplace, RTL is pleased to service all Sourcewell member segments on a national basis. Note that our product lines and corresponding product numbers may vary by marketplace. For example, RTL can sell products labeled "For Forensic Use Only" (FFUO) into criminal justice (police, corrections, courts) accounts, but not into clinical settings. Given the breadth and scope of our menu, however, we do not see that as an obstacle to serving the Sourcewell membership. All told, we can provide services to government agencies on the state, county, city, and municipality levels, as well as to non-profit treatment and rehabilitation agencies.</p> <p>We would be happy to discuss member situations on a case-by-case basis; please contact our Director of Government Services or Senior Sales Manager for more information.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>RTL is able to service members in Hawaii, Alaska, and the US Territories. However, turn-around times for results and shipping times may be longer than for clients in the continental U.S. states. Further, we will be including additional shipping fees for these regions.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>RTL understands the unique needs of national cooperative contracts; we currently provide our products and services through Sourcewell and another national cooperative contract that has allowed us to garner business in at least ten states whose procurement rules allowed for cooperative contract use. From this experience and others, RTL has learned that marketing programs and initiatives can be crucial to the development and success of a cooperative contract. In particular, RTL is open to dynamic partnerships that focus on growth and expansion into new markets. As a company, we are positioned to continue to devote the necessary staff and resources to a Sourcewell contract campaign to the current membership and to potential members.</p> <p>RTL's general marketing program strategy to promote the proposed Sourcewell contract could include targeted emails to existing and potential clients, advertisement on our website, press releases, and other campaigns. We use various media channels such as representations at trade show conference booths and electronic campaigns for our products and services that could also be adapted for a Sourcewell marketing strategy. We are prepared to research other marketing strategies and are open to suggestions from Sourcewell on how to maximize our resources to market the new contract. The most important aspect of marketing this contract, however, will come through direct phone or in-person contact with the decision-makers. This is where our direct sales model comes into play. It is through aggressive (but professional) outbound calling efforts and follow-up emails with our custom personal touch that we encounter the most success.</p> <p>RTL has access to a staff of global Marketing Specialists dedicated to the entire Toxicology Business Unit. This team includes 6 staff members specializing in marketing communications that are available to assist in the development of messaging, design, proactive communications, and co-branded campaigns with key partners. RTL additionally staffs an in-house Channel Marketing Manager on our commercial team whose role is to develop local initiatives and support regional strategic initiatives for key markets. We could utilize this strategic marketing position to assist with developing a Sourcewell-specific marketing plan. Considering our success with our current Sourcewell contract, as well as our success and learning experiences from our current relationship with Sourcewell customers, we are certain that the sales and marketing efforts we put into continuing our Sourcewell contract would contribute to continued success and growth.</p> <p>Some ideas for co-branded materials include:</p> <ul style="list-style-type: none"> • Co-Branded Contract Information Website • Contract Announcement Letter • Redwood Toxicology Laboratory/Sourcewell Welcome Packet • Co-Branded Training Presentation for Devices and Lab Services • Sales/Marketing Email Campaigns to Increase Awareness of the Sourcewell Contract <p>While for privacy reasons we cannot provide you with co-branded materials specific to our current partners, we have provided examples of RTL's general marketing material as an attachment to our bid submission. These provide just a small snapshot of our marketing selection, as RTL has hundreds of available pieces. Please find these samples included as a separate file attachment to our bid response. You can find more examples of our marketing materials by visiting our website, www.redwoodtoxicology.com, or request them from the Bids Supervisor.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>RTL uses our customer relationship management (CRM) system and customer test data to identify different types of prospects and clients for blast emails. These identifications are typically applied for the purpose of service announcements (e.g. test updates, enhancements to our services, etc.). However, if awarded, we intend to use this system to send targeted email campaigns announcing the inception of our new Sourcewell contract, especially in terms of any new product and service lines we add to our pricing schedule. RTL is also currently tracking contract metadata in our CRM for robust contract management. Via the metadata we have gathered, we can target contracts nearing expiration that are currently awarded through a bid process and reach out proactively prior to expiration to see if these clients would consider rolling onto our Sourcewell contract instead of rebidding.</p> <p>In terms of digital media features that could be used to enhance marketing, Abbott Toxicology regularly sponsors educational webinars hosted by internal and external subject matter experts who provide information about industry trends, drug trends, best practices for a drug testing program, legislation and regulations, and other relevant toxicology policy matters. Through these webinars, we increase customer engagement with new and existing clients. We would offer access to these webinars to Sourcewell participating members.</p>

38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>RTL envisions Sourcewell's role as one mostly consisting of continuing support and consultation. RTL believes that our strong sales and marketing teams will be able to penetrate and successfully garner business from current and future Sourcewell members; any other assistance we receive from Sourcewell will be considered an additional advantage. We are aware of Sourcewell's ability to post contracts on their website for agencies to search and review, and expect that to be one of the main ways that Sourcewell can support utilization of our contract; as well as through verbal endorsements over the phone and at conferences.</p> <p>We also imagine that Sourcewell would provide us with current Sourcewell member lists so our marketing efforts could be targeted at the correct population. If time and resources permit, we envision a collaborative partnership in which Sourcewell can provide feedback on our efforts when necessary, perhaps poll their members to see what types of applications and tools they desire, and advise us regarding tools that have worked or not worked in the past when pursuing Sourcewell members.</p> <p>RTL continues to be impressed by all of the efforts that Sourcewell has put forth in our success, including access to local meet-and-greets, webinars, and conferences. Over the past few years, we have witnessed a metamorphosis with Sourcewell and are excited by the amount of attention Sourcewell has put into their technological offerings and detailed consideration of the marketplaces it serves. RTL believes that our existing resources, in combination with Sourcewell's strengths, will provide a solid springboard for a successful contract.</p>
39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>LABORATORY SUPPLIES RTL currently offers online ordering of laboratory supplies through our website for customer convenience. This form is only available to existing clients with an account number. RTL sends a three-month supply with each order based on the customer's trending usage.</p> <p>RAPID TEST DEVICES RTL currently offers ordering of rapid test devices by phone, email, and through our Orders team ticket queue. We are developing a secure, online ordering system to be launched later this year.</p> <p>Currently, for a few customers we do offer a customized, editable PDF format that allows our clients to fill out a form and submit it electronically to RTL for the procurement of on-site devices and laboratory supplies. We could make similar forms available to our Sourcewell clients.</p> <p>OUR LABORATORY SERVICES RTL's laboratory-based testing services are procured on an "as needed" basis, with each test effectively "ordered" when an agency submits a specimen for testing. This type of test ordering would not lend itself to an e-procurement ordering process. However, through ToxAccess—RTL's proprietary web-based drug testing program management system—RTL has created its own small-scale version of e-procurement, getting closer to closing the gap. Upon contract commencement, RTL loads an agency's chosen test options into our ToxAccess system so that, if they utilize ToxAccess for the collections process, they are automatically given a list of tests from which they may select their desired test whenever they prepare a donor specimen. The test choice is displayed on the electronic chain of custody and printed out to affix to the specimen when it is ready to be sent to the laboratory. The chosen tests are not billed until after they are received and tested at the laboratory.</p> <p>One of the reasons we have not yet fully come on board with e-procurement is because RTL is HIPAA compliant and does not provide results to unauthorized entities. Further, we do not email results, as it is not in compliance with HIPAA regulations. Those Members who take advantage of our ToxAccess reporting system can opt to receive an email alerting them that test results are in our secure system.</p> <p>ATS uses similar technology for collections and reporting for employers. Their eScreen branded solution provides a web-based drug testing solution based upon an electronic Custody & Control Form (eCCF); by keeping the paper out of the process, eScreen provides enhanced applicant status information, improved testing window enforcement, and test-type compliance and overall program performance. eScreen further improves the drug screening process by integrating with the employer's HR/Applicant tracking systems. This solution provides the only instrumented point-of-collection test that provides negative drug test results in 15 minutes after test completion in a totally paperless, web-based platform.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	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.	<p>RTL offers a variety of useful training resources to our clients—trainings may be provided via online training modules, webinar training, or on-location training. We encourage participating members to utilize online and webinar-based options, as they allow more flexibility for staff.</p> <p>For agencies interested in web-based training, RTL offers Learning XChange, a complete system designed for on-demand training. The in-depth training procedures available through this online system will ensure that members of an organization are trained to perform drug screens in a manner consistent with manufacturer recommendations. RTL offers enhanced Learning Xchange features, in which an agency can customize which trainings appear on its site and an administrator can track the tests taken by its users. This is optimal for agencies with a large number of users needing training, or who have a need for training completion oversight. When a course is completed, users may test their knowledge by successfully completing a quiz. Upon passing, the user will receive a Certificate of Completion to print or save as a PDF document.</p> <p>RTL has also made informational brochures available online for reference. Our website includes information materials about site preparation; urine collection; specimen verification; problematic collections; specimen disposal; and proper labeling, packaging, and shipping procedures. Clients can find these materials at https://www.redwoodtoxicology.com/resources. Please note that our specimen collection materials are guidelines only; it is the responsibility of the individual agency to adopt its own policies and procedures according to its needs in compliance with applicable state and federal regulations.</p> <p>Our webinar and on-location training options given by our trainer include a presentation on specimen collection, chain of custody procedures, specimen shipment to the lab, and reporting methods. A question and answer session will follow every presentation. Training supplies will be provided to training attendees with sample bottles, labels, and literature.</p> <p>ATS also offers in-person, teleconference, or web-based seminars. ATS's subject matter experts provide useful information in a simple, user-friendly format that includes visual presentations and procedure manuals. They also offer the previously-mentioned industry seminars, which assist clients in understanding policy changes and implications for their drug testing program.</p> <p>All training resources are available to RTL's clients for no additional charge.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>IN-HOUSE RESEARCH & DEVELOPMENT</p> <p>RTL offers products and services at the cutting edge of the industry. In addition to our tests for standard drugs of abuse such as cocaine and marijuana, we have a comprehensive selection of drug tests for specialty drugs, including prescription drugs, date rape drugs, and designer drugs that are being produced in clandestine labs around the country. As criminals and abusers come up with new drugs and new ways to "beat" tests, we work to help our clients stay ahead. With our own in-house Research & Development team, RTL is constantly developing solutions to combat the country's most troubling drug use trends. RTL also leverages the toxicology knowledge base available through our other Abbott laboratories to share intelligence on market trends, testing methodologies, and geographic-specific drug usage trends. In addition, we work closely with our clients and consider customer requests when developing new tests, as our clients are on the front-lines of drug abuse.</p> <p>RTL is proud to say that we were one of the first labs in the world to develop urine-based metabolite testing for synthetic cannabinoids (K2/Spice) and to offer a convenient oral fluid test that quantitatively identified the parent drugs in "synthetic marijuana." We have continued to add new compounds to our tests and lowered our cutoff levels to ensure that newer-generation synthetic products don't slip through the cracks. Our premium synthetic cannabinoids test now includes the ability to detect 37 different compounds, and is one of the most comprehensive K2 tests on the market.</p> <p>We also developed a comprehensive test for designer stimulants, widely known as "bath salts;" this test, which originally detected 14 different compounds, was expanded to detect 21 different compounds, all at no additional charge to our clients.</p> <p>Today, in response to the opioid crisis, we have developed a premium fentanyl panel that detects 29 "fentologs," most of which are not detected in a standard fentanyl confirmation test. We also offer a urine test for Gabapentin, an anticonvulsant that has been found as a cutting agent in street heroin, and a urine test for Tianeptine, a tricyclic anti-depressant that acts upon opioid receptors but is not picked up in routine opioid screens.</p> <p>In an effort to deter abuse and monitor emerging substances, RTL continually analyzes new products and, if our contract is renewed, we will endeavor to help Sourcewell members keep pace with new trends.</p> <p>TOXACCESS WEB-BASED DRUG TESTING PROGRAM MANAGEMENT SOLUTION</p> <p>As mentioned previously, RTL also offers our clients the advantage of ToxAccess, our</p>

		<p>secure, proprietary web-based solution for results reporting and drug testing program management. RTL's proprietary internet reporting website boasts a multitude of features that will make an agency's drug testing experience as simple and convenient as possible, from specimen collection to final report. Some of the beneficial features available through ToxAccess include:</p> <ul style="list-style-type: none"> • Streamlining the collections process through web-based collections, which saves time and reduces transcription errors • Automating participant test scheduling (random scheduling and one-time test scheduling options) • Donor check-in capabilities for randomized testing using our interactive voice response (IVR) line or web check-in features • Ability to log rapid test (instant-read) device results for each program participant, with an automated option that offers to take you directly to a laboratory confirmation request for completion • Consolidated result information (rapid tests and lab results) and compliance information (call-ins, no-shows, failed tests) can be stored for each drug program participant for an all-in-one overview of the participant's drug test history in the ToxAccess system • Access to results either in bulk (chronologically) or through individual donor profiles that would allow a comparison of a donor's new results to historical results • Automatic secure, direct sharing of a specific donor's result data to key stakeholders internally and externally as needed (e.g. judges, case workers, probation officers, treatment providers) • Ability to view scanned requisition forms received by the laboratory, which are automatically stored alongside test results • Filterable statistical reporting tools that empower program administrators with program-wide data <p>ToxAccess connection may be arranged at time of account setup or at any time during the life of the contract.</p> <p>INTERFACE OPTIONS</p> <p>RTL is able to integrate our results reporting with many commercial drug testing applications including Netalytics Methasoft, Netsmart Avatar AM, SAMMS, KIPU Systems and Change Healthcare. RTL can also integrate with electronic medical record systems and proprietary solutions using HL7 (Health Level 7), CSV (Comma Separated Value) and XML (Extensible Markup Language) formats. This may be useful for agencies with existing drug testing applications.</p> <p>ELECTRONIC CHAIN OF CUSTODY</p> <p>Our forensics toxicology lab, Ascertain Forensics at Redwood Toxicology Laboratory, also boasts a paperless laboratory where all information is input electronically with the chain of custody maintained electronically throughout, and with PDF versions of litigation packages. This contributes to clear data and the reduction of paper waste.</p> <p>RTL also has new advancements under development that will make our customers' drug testing programs easier to manage.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Although RTL makes efforts to support green products and concepts, our company does not yet have an established program that includes certified green products. We do take the small measures that we can, however, to support green behaviors in our workplace. RTL has recycling bins in place for our paper, cardboard, and other recyclable products; these bins are picked up daily by our waste management provider and taken to the recycling center with regular frequency. RTL is working on ways to recycle our specimen containers and specimen packaging materials. This is a work in progress as we have to consider any biohazards this may pose to recycling facilities.</p> <p>Looking to incorporate alternate fuel vehicles, RTL has outfitted our fleet with two electric Toyotas. RTL has programmable thermostats and a lighting timer system in the lab to reduce energy consumption. Additionally, our signage incorporates green building design and we are currently implementing LED lighting throughout our facility.</p> <p>Further, Abbott is committed to sustainability as a "green" measure. At Abbott, sustainability means managing our company to deliver long-term impact for the people we serve—shaping the future of healthcare and helping the greatest number of people live better and healthier. Focusing solely on cutting-edge innovations alone won't be enough. Abbott's 2030 Sustainability Plan is focused on designing access and affordability into our life-changing technologies and products. Our goal is to improve the lives of more than 3 billion people by decade's end—reaching 1 billion more than we do today, each year.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Although RTL makes efforts to support green products and concepts, our company does not yet have an established program that includes certified green products. Please see our response to the previous section regarding green behaviors currently supported at our facility.
44	Describe 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 of certification (as applicable) in the document upload section of your response.	<p>RTL is not a WMBE, SBE, or veteran-owned business. However, we value the opportunity to work with WMBE/SBE/VBE companies whenever possible, and have partnered with WMBE/SBEs on occasion for business opportunities. We currently contract with a local SBE for local logistical services and are partnered with a number of community rehabilitation partners across the country to aid in the employment of disabled persons. If RTL is awarded another Sourcewell contract, we will remain open and willing to partner with and/or do business with WMBE, SBE, VBE or other disadvantaged entities.</p> <p>Further, Abbott is committed to building a more resilient, diverse, and responsible supply chain, including working with suppliers to expand opportunities for diverse and small businesses, and actively engaging with suppliers to meet our high quality standards. Their supply chain plan includes certifying that 80% of newly contracted direct material spends are linked to contracts that incorporate social responsibility requirements; ensuring ethical sourcing from all suppliers with high-risk sustainability factors through 100% auditing; and ensuring an inclusive environment by increasing spending with diverse and small businesses 50% by 2030, and black- and women-owned businesses 150% by 2025, from a 2020 baseline. It is our plan to participate in these initiatives in the future.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>RTL offers a number of unique attributes that would benefit Sourcewell's membership. The following is just a small selection of additional items that may separate us from the rest, and we're looking to add more.</p> <p>LONGEVITY, STRENGTH AND BRAND RECOGNITION AS A SUBSIDIARY OF ABBOTT</p> <p>RTL is proud to be an Abbott company. Abbott is one of the top 50 most admired companies in the world and has been named the Most Admired Company in our industry for eight years in a row by Fortune magazine. Abbott also has a large global presence; today, 109,000 of us are working to make a lasting impact on health in the more than 160 countries we serve. Abbott creates breakthrough products—in diagnostics, medical devices, nutrition and branded generic pharmaceuticals—that help you, your family, and your community lead healthier lives, full of unlimited possibilities. Abbott also understands that better information leads to better health. Abbott's life-changing tests and diagnostic tools provide insights that enable smarter, faster decisions and transform the way the world is managing health. For more than 130 years, Abbott has adapted to an increasingly complex healthcare environment by keeping our focus where it belongs—on helping people achieve their best health, in all stages of life, around the world. We intend to be here for the next 130 years, bringing all the benefits that Abbott creates to all the people who need them.</p> <p>RTL's acquisition by Abbott has given us renewed focus on enduring and achieving for our clients. Our affiliation with Abbott has expanded our access to new resources and given us the ability to innovate and consider sources outside our typical wheelhouse. As described previously, within our Toxicology unit alone, we are affiliated with companies that provide a broad scope of toxicology services, such as eScreen's managed collections network, Immunalysis' reagent manufacturing, and ATS' certified laboratories. Additionally, the majority of the products we sell are manufactured by companies owned by Abbott. We are looking to explore new solutions and shake up the status quo to provide a unique offering to our clients, which would extend to the Sourcewell membership.</p> <p>UNSURPASSED CUSTOMER SERVICE</p> <p>RTL puts a premium on our customer experience, something acknowledged by many of our customers as a key reason they continue to choose us for their drug testing needs. At RTL, customers call and talk to a live person instead of a phone tree, which allows for quick, informed transfers to the right representative or team for assistance. Our customer service offering includes direct, toll-free access to a wide variety of specialized support services, including easily accessible support teams as follows:</p> <ul style="list-style-type: none"> • A dedicated Account Manager for each region who is familiar with their clients and available contracts, will direct account administration at a high level and provide consultative sales specific to the client's regional and demographic needs; • A Customer Support team to quickly take and place orders and provide routine account updates; • Our trained, specialized Toxicology Support Services team available for technical questions including result interpretations, test info, specimen-specific inquiries, re-test requests, and expert testimony requests;

- Certified Toxicologists for consultations on drug interactions, cross reactivity, THC retention/detection times, and other toxicology inquiries; and
- A Helpdesk team of I.T. professionals who can provide assistance with our ToxAccess web-based result reporting and drug testing program management system.

As mentioned previously, we also offer access to our web-based Learning XChange system for trainings on proper rapid test device protocols and other web-based tools for guidance on specimen collection and labeling instructions to help complete our customer experience.

ATTENTION TO QUALITY VIA DEDICATED QUALITY PROGRAMS

RTL sets a high bar when it comes to quality. A specialized department is devoted to the management of our quality assurance program, which includes ongoing monitoring of rapid drug test device complaints in order to improve our products and to quickly assess issues as they arise. In terms of laboratory services, our lab utilizes routine internal and external proficiency testing measures to monitor testing processes and result accuracy on an ongoing basis. Monitoring of the effectiveness and efficiency of our processes is performed by a dedicated internal Quality Assurance team that regularly audits laboratory processes, functions, and outcomes and oversees planned corrective actions/preventative actions (CAPAs). This attention to quality is a hallmark of Abbott companies and helps us provide products and services that we can stand behind and that clients can trust.

TOXICOLOGY EXPERTISE INFORMING OUR PRACTICES AND OFFERED RESOURCES

RTL is home to both our tenured CLIA laboratory and our co-located ABFT-certified forensics laboratory where postmortem and human performance testing is processed. Our toxicologists collaborate across laboratories and our leadership considers advancements, trends, and resources across both in-house laboratories to inform our testing options and provide information to our clients as applicable using data analytics.

Further, a consolidated, highly qualified Scientific Affairs team advises these laboratories—as well as our affiliated workplace laboratories under Abbott—providing insights that span marketplaces and recommendations that are informed by industry experience, research, current scientific publications and standards. This team, which has over 50 years of collective experience, also supports customers with technical and scientific education.

COMPLIMENTARY TOXICOLOGY WEBINARS ON INDUSTRY TRENDS

RTL currently holds webinars for the purpose of training new clients and for providing info sessions demonstrating how to use ToxAccess, proper device usage, specimen packaging, and more. Our broader Toxicology organization also currently offers specialized webinars for targeted populations in which we discuss toxicology industry trends in varying degrees of depth. Should RTL be awarded another Sourcewell contract, we would continue to offer these informational webinars, perhaps giving Sourcewell members early access to these webinars before they are released to the general public, only allowing access to Sourcewell members, and/or co-branding these webinars with links to the Sourcewell website embedded in them.

TOXACCESS WEB-BASED PROGRAM MANAGEMENT SYSTEM

As described previously, RTL uses our proprietary internet-based reporting website to relay laboratory results to our clients. Some clients also use this site to perform collections and manage their donor data through the system's robust program management features. Should RTL be awarded another Sourcewell contract, we would revisit ideas for additional features specific to Sourcewell members.

LABORATORY SITE VISITS

RTL welcomes clients or prospective clients to visit our laboratory so they can see for themselves the superior services we provide at our state-of-the-art facility. Should a prospective agency desire to visit our laboratory prior to making their decision, we would be happy to host them at the laboratory, provide a presentation of our offerings, introduce them to our leadership team, and provide a tour of the facility. RTL has hosted a number of Forensic Laboratory Open Houses for our postmortem and DUI/DUID prospects, which has proven to be highly successful at creating relationships, impressing prospects with the quality of the lab technology we offer, and allowing them to discourse with our highly knowledgeable staff.

CUSTOM LABORATORY PANELS & PRODUCTS

RTL's top priority is the satisfaction of our customers. Especially under Abbott, we have the flexibility to customize our products and services, depending on the extent of the need, and to dedicate time and resources to the development of new tests as needed. We will work with members on a case-by-case basis to see if we can meet specialized needs using the

	flexibility of our laboratory or by developing or procuring rapid test devices that can meet a member's needs.
	Overall, RTL's most outstanding attributes are our extensive and attentive customer service, the extent of our expertise including accessibility to our toxicology experts, our user-friendly and securely accessible online reporting system, and our ability to leverage the resources of our parent corporation, Abbott Laboratories, to provide members with an outstanding drug testing program and experience.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	RTL warrants our products up to the expiration date printed on the packaging of the product. Devices should not be used beyond the date of expiration. We will replace any device that malfunctions at no expense to members as long as it is within the expiration date range. Shipping for replacement or defective parts required to be returned will be paid for by Redwood. We encourage our clients to notify us immediately if they suspect device malfunction so we may replace the product and recall any outstanding product in a timely manner.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A - RTL's on-site devices and laboratory supplies are only meant to be used once (i.e., one-time collection), so this specification does not apply.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A – None of our offered products require repairs at a client's location.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A – None of our offered products require repairs at a client's location.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Most products offered by RTL in this proposal are made by companies owned by Abbott Laboratories, and that operate under the same Global Business Unit. The warranty information provided in the sections above will stand, regardless of who manufactured the device/product. RTL invoicing will indicate replacement parts or refunds.
51	What are your proposed exchange and return programs and policies?	As noted above, RTL will replace any device that malfunctions at no expense to members as long as it is within the expiration date range. Shipping for replacement or defective parts required to be returned will be paid for by RTL. We encourage our clients to notify us immediately if they suspect device malfunction so we may replace the product in a timely manner. RTL's returns process includes measures imposed by our Quality Assurance/Quality Control (QA/QC) department in line with regulatory compliance and oversight protocols. Our strong adherence to these protocols ultimately leads to better processes, products, and customer satisfaction. RTL will not accept returned product for reasons other than malfunctioning or damage as covered under our warranty, or other than a mistake in order placement on the part of RTL. Any costs associated with the return of product due to participating member absence or inability to accept delivery will result in the participating member being charged for product. All claims must be made within thirty (30) days from date of invoice.
52	Describe any service contract options for the items included in your proposal.	RTL's products and services do not require any sort of routine maintenance or servicing. However, as stated previously, we are happy to provide ongoing training regarding device use, specimen labeling, and packaging for laboratory testing, ToxAccess reporting, and developing drug use trends. We offer training free of charge to our customers. A variety of on-location, webinar, and web-based options will be available to our Sourcewell member clients.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services (chain of custody procedures, quality assurance, etc.)	<p>OUR LABORATORY QUALITY PROGRAM</p> <p>RTL is committed to providing clients with results that are accurate, valid, based on standard procedures, compliant with evidentiary standards, compliant with mandated government or other prevailing regulatory requirements for clinical and/or forensic toxicology laboratories, and obtained in an effective and efficient manner. We maintain several licenses and accreditations and are subject to audits to maintain licensure/accreditation. Further, as a wholly owned subsidiary of Abbott, RTL employs a laboratory quality system devised to meet the regulatory requirements of laboratory operations and to align with the Abbott Quality System.</p> <p>Our quality systems consider all key stages of the testing process from collection of samples and analysis to the interpretation and reporting of results. We have quality processes established in the following areas:</p> <ul style="list-style-type: none"> • Documentation, Records and Data Control • Organization and Quality Management • Customer Focus • Buildings and Facilities • Environmental, Health and Safety • Personnel and Resource Management • Purchasing Controls • Equipment • Process Management: Measurement, Analysis and Improvement • Laboratory Controls • Information Management • Nonconforming Event Management • Assessments <p>Monitoring of the effectiveness and efficiency of our processes is performed by an internal Quality team that regularly audits laboratory processes, functions, and outcomes and oversees planned corrective actions/preventative actions (CAPAs). The Quality team at RTL is currently made up of 6 full-time staff: a Senior Quality Engineer, a Document Control Specialist, two Quality Contractors, a Quality Technician, and a Quality Director.</p> <p>PROFICIENCY TESTING</p> <p>RTL's lab utilizes routine internal and external proficiency testing measures to monitor testing processes and result accuracy on an ongoing basis.</p> <ul style="list-style-type: none"> • Internal Blind Proficiency Testing: RTL maintains an internal blind proficiency program that submits blind proficiency specimens daily. The blinds are tested by both screen and confirmation procedures. Testing of personnel is included in this process. The internal blind proficiency testing program allows monitoring of specimen unloading, chain of custody, computer accessioning, screening, confirmation procedures, certification of final results, and reporting of final results. This allows evaluation of all laboratory personnel involved with the testing and reporting processes. • External Blind Proficiency Testing: As mentioned previously, RTL subscribes to the following external proficiency testing agencies: <ul style="list-style-type: none"> o American Association of Bioanalysts o Pennsylvania State Department of Health's Proficiency Testing Services o College of American Pathologists Urine Drug Screening & Confirmation o RTI International • Additional Monitoring Measures: In addition to the blind quality control specimens, the following components are monitored on an ongoing basis with systems checks or procedures to evaluate ongoing laboratory performance with limits of acceptability established for each component: <ul style="list-style-type: none"> • Patient Test Management • Quality Control • Correlation of Test Results • Personnel Competence • Communication of Results • Complaints

		<ul style="list-style-type: none"> Quality Documentation <p>CHAIN OF CUSTODY PROCEDURES</p> <p>RTL's chain of custody procedures document complete specimen and aliquot handling and processing from receipt through screening, confirmation and storage. This complete documentation is proven to be forensically defensible in courts of law. RTL supplies the necessary collection supplies and chain of custody forms for use by the participating member or their third party collector. Additionally, RTL provides training on all chain of custody procedures.</p> <p>RAPID TEST DEVICE QUALITY MONITORING</p> <p>Abbott's Toxicology division maintains a devoted quality assurance team that provides ongoing monitoring of complaints in order to improve our rapid drug test products and to quickly assess issues as they arise.</p>	
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>As stated previously, RTL is committed to providing clients with results that are accurate, valid, based on standard procedures, compliant with evidentiary standards, compliant with mandated government or other prevailing regulatory requirements for clinical and/or forensic toxicology laboratories, and obtained in an effective and efficient manner.</p> <p>We have briefly described our quality program in the previous section. One key aspect of our quality program is the monitoring of our laboratory processes by our in-house Quality Assurance team. RTL's Quality Assurance Team will be included in the management and planning of any corrective action/preventative actions (CAPAs) required by RTL. When nonconformances (quality incidents - QIs) or CAPAs are identified, they are logged into an electronic system (Agile PLM). Nonconformances may be identified during day-to-day activities, upon review of monthly quality assurance records, through client interactions, during an internal assessment, and other scenarios. The nonconformances and CAPAs are tracked weekly and monthly and are considered a key performance indicator.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	RTL's payment terms are Net 30. We will consider Net 60 or Net 90 terms on a case-by-case basis, as requested by the member. RTL accepts payment by check, credit card (Visa, MasterCard, or American Express), electronic fund transfer (EFT), or automatic clearing house (ACH) direct deposit.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	RTL's items are not available for leasing. We do not have any financing options.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	RTL does not require any specific order forms at this time. We are agreeing to the terms and conditions provided by Sourcewell as part of this RFP process and are willing to negotiate additional client-specific service level agreements on a case-by-case basis to meet client needs.	*
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?	RTL accepts the P-card procurement and payment process; there is no additional cost to Sourcewell Members to use the P-card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

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. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Please see our attached pricing schedule for a list of products and services with detailed pricing information. This pricing schedule includes the SKU, description, and list price for each item. Please note that the percentage discount offered compared to our list price will vary by service/product offering.</p> <p>As the incumbent, RTL will continue to serve our existing customers with as little impact as possible. RTL has made modifications to the prices offered in this new schedule; some prices have increased, while others have decreased.</p> <p>Our pricing strategy includes a focused program with an emphasis on providing the most reasonable prices on the items that we anticipate the membership to utilize the most often, including those that are historically the most popular among the membership. This ensures that if we are awarded again, the legacy membership will experience competitive pricing for the products and services they need. Line-item or product-category discount pricing is also negotiable on a case by case basis, and will typically be based on volume and positivity rates (for lab services).</p> <p>For any line item experiencing a price increase over our previous contract, RTL will keep current Sourcewell Participating Member customers at the same price they currently receive. Thereafter, we will work with the customer to develop a pricing plan that is sensitive to allocated funds and budgetary timing, providing a minimum 60-day notice prior to the increase to allow time for discussions and budget preparations as necessary.</p>
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.	As indicated above, percentage discount compared to our list price will vary by service/product offering. Please see the attached pricing schedule for details.
61	Describe any quantity or volume discounts or rebate programs that you offer.	As described above, RTL will negotiate volume discounts on a case-by-case basis with members to provide cost savings. For items that are being discontinued or items with a shortened shelf life (less than 6 months), we may offer "hot list" items at a discounted price; however, the frequency of these types of "hot lists" will not be more than quarterly and will likely occur on a semi-annual or annual basis. We will provide any proposed "hot lists" to Sourcewell and make them available to Sourcewell members as these discounts occur. We do not offer rebate programs. Occasionally, we will offer warehouse sales and other seasonal promotions to our Sourcewell member clients.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	RTL will work to add "sourced" or "nonstandard option" items to the contract after negotiating a pricing model with the vendor, applying necessary margin, and providing at the best cost possible to the Sourcewell member. All vendors chosen must satisfy Abbott's quality standards for consideration. For one-off requests, it would mostly likely be at cost plus a percentage or by quoting for each such request, as suggested above. Given RTL's and Abbott's breadth of experience and presence in the toxicology marketplace, we are confident we can find and provide the utmost in toxicology services for the Sourcewell membership.
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.	All associated or additional charges that are not freight or shipping are listed on our pricing schedule, with the exception of our 1.5% finance charge per month for invoices that are past due. Trainings are provided at no cost and access to our toxicology support services team is at no cost.

<p>64</p>	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>OUTBOUND SHIPPING</p> <p>RTL will ship rapid diagnostic test device or lab supply orders via FedEx or UPS free ground service delivery within the continental United States. For agencies located outside of the continental United States or clients that require expedited delivery, shipping will be charged to the client on an “at cost” basis. Ideally, RTL would like to request FOB Shipping Point terms; however, if FOB Destination terms are required to satisfy a client’s purchasing regulations, we are able to agree to these terms.</p> <p>INBOUND SHIPPING</p> <p>For our criminal justice, treatment, and DOT/employment laboratory services, RTL provides specimen pick up through FedEx or UPS with overnight service delivery to the lab in Santa Rosa, California (or Richmond, VA or Gretna, LA for DOT/employment). We find that these services are not only the quickest and most reliable methods for service, but that they also are the easiest way for our clients to send specimens, as these couriers have a robust national presence and flexibility regarding pick up times. For clients located within proximity of Santa Rosa (e.g. San Francisco and the greater Bay Area), RTL reserves the right to extend the option of delivery and specimen pick-up through our lab courier.</p> <p>Next day air service of inbound specimens sent to the Santa Rosa laboratory for criminal justice and treatment testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed an additional fee as outlined in the Pricing Schedule. These standard terms will apply to agencies located in the continental United States; agencies not located in the continental United States will be charged for shipping on an “at cost” basis.</p> <p>Next day air service of inbound specimens sent to the Gretna, LA and/or Richmond, VA laboratories for DOT and employment testing is provided at no cost, regardless of number of specimens in a FedEx package. The expedited provision of supplies is charged on an “at cost” basis.</p> <p>For forensic toxicology laboratory services, Ascertain Forensics at RTL offers free outbound shipping of lab supplies and charges a flat inbound overnight shipping fee per shipment for specimens regardless of the number of specimens (unless negotiated otherwise with the member).</p>
<p>65</p>	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>RTL has the ability to provide products and services to all geographic areas of the United States. Alaska, Hawaii, Puerto Rico, and other non-continental U.S. locations will be charged for their preferred method of shipping on an “at cost” basis for order shipments. As discussed previously, RTL warrants our product up to the expiration date printed on the packaging of the product. We will replace any device that malfunctions at no expense to Sourcewell members as long as it is within the expiration date range. Shipping for replacement parts and defective parts required to be returned will be paid for by RTL—this includes shipping to non-continental U.S. locations.</p> <p>RTL does provide some lab-based testing services to international and off-shore accounts. International lab work may be negotiated upon request. For devices, however, Abbott’s Toxicology Division has an international sales division that spearheads all sales/marketing efforts. This is due not only to our division’s ever-increasing influence in the global markets, but to the myriad quality requirements that vary from one country to the next. If off-shore opportunities arise, RTL will contact our international sales division to determine next steps and the possibility of accessibility to Sourcewell members.</p>

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As described above, RTL will ship any on-site device or lab supply orders via FedEx or UPS free ground service delivery to the continental United States. RTL provides specimen pick up through FedEx or UPS with overnight service delivery to the lab in Santa Rosa, California. For clients located within proximity of Santa Rosa (e.g. San Francisco and the greater Bay Area), RTL also reserves the right to extend the option of delivery and specimen pickup through our lab courier. Freight delivery is available for larger device shipments; Sourcewell members may contact RTL for details.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>RTL performs self-auditing on various metrics from time of prospecting to account maintenance. Prior to setting up an account, RTL will verify that a Sourcewell member is on the "Membership List." The member number is tracked in our internal systems for reporting purposes. An account is reviewed upon set up to ensure that customer contact information is correct, and that negotiated pricing is correct and in-line with contract pricing. Sourcewell accounts are assigned two different identifiers that associate the accounts to our Sourcewell contract for tracking and contract reporting. Sales numbers are tracked by our Sales Analyst for reporting using these identifiers. Data point redundancy ensures that accounts aren't missed.</p> <p>All sales information is pulled as required to provide quarterly reporting and administration fee payment.</p>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>If RTL is awarded a contract, we will continue to periodically review and analyze data related to revenue growth and/or decline in order to monitor our performance with Sourcewell members. Internal metrics that we will track related to the success of our Sourcewell contract may include:</p> <ul style="list-style-type: none"> • Revenue growth in key areas (such as our postmortem/human performance market), • Retention rate and/or growth rate of existing Sourcewell customers • Revenue growth from new business obtained via the Sourcewell contract • Product and service usage trends • Adoption rates of new products and services <p>As we enter 2022, we are also monitoring the impacts and trends resulting from the Covid pandemic and will monitor how this applies to our Sourcewell clients as they recover.</p>
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	RTL proposes a two percent (2%) administrative fee for the facilitation and management of the contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the	RTL currently offers a broad range of products and services that accommodate the

equipment, products, and services that you are offering in your proposal.

various needs of the Sourcewell membership, as discussed in further detail below. We can leverage our relationship with other toxicology divisions under the Abbott Rapid Diagnostics business unit such as:

- National and international laboratories - includes Redwood Toxicology Laboratory in California; ATS laboratories in Louisiana and Virginia; Ascertain Forensics UK; and more.
- Service and administrative locations – laboratory support services offered at RTL in California and ATS in Louisiana and Virginia; technology-based third-party administrator solution managed by eScreen and matched with partnered third-party collection sites all across the US.

The equipment, toxicology products and services from many of the entities under the Abbott Rapid Diagnostics business unit will similarly comprise our expanded offering, including:

1. Criminal Justice & Treatment Laboratory Services
2. Forensic Toxicology Laboratory Services
3. DOT/Employment Laboratory Services, Specimen Collections, and TPA Support
4. Rapid Diagnostics Drug Testing Devices

CRIMINAL JUSTICE & TREATMENT LABORATORY SERVICES

For Criminal Justice & Treatment Laboratory Services provided by RTL, the most popular laboratory tests are as follows:

- Basic Drugs and Panel Options: RTL screens urine specimens for standard drugs such as Alcohol or EtG Alcohol Metabolite, Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Marijuana, Methadone, Opiates, Oxycodone, and PCP by immunoassay (IA).
- Confirmations: RTL is able to provide gas chromatography-mass spectrometry (GC/MS) or liquid chromatography-tandem mass spectrometry (LC/MS/MS) confirmation on specimens that indicate a presumptive positive (non-negative) result obtained from either a laboratory-based screen or an on-site rapid drug test device. The LC/MS/MS confirmation method is more sensitive and specific than GC/MS, and increases compound identification specificity through the use of two mass spectrometers, versus a single one for GC/MS methods. The only drug not confirmed by GC/MS or LC/MS/MS is alcohol (ethanol), which is confirmed by gas chromatography-flame ionization detection (GC-FID).
- Comprehensive Panel: RTL's comprehensive panel detects over 600 brand name prescriptions, illicit drugs, and alcohol. Our test targets a wide range of commonly abused prescriptions that pass most standard urine tests. Comprehensive testing is useful when specific drug detection and monitoring are critical.
- Specialty/Esoteric/Designer Drug Testing: RTL offers testing for non-standard drugs. Many of these panels evolve to accommodate changes in drug composition or to increase sensitivity.
 - o Fentanyl: Opiate addiction has become a major epidemic in the United States. Fentanyl is an opioid that is used legally as a pain medication; however, it is also an ingredient frequently mixed into heroin. It was recently reported that fentanyl overdose is the leading cause of death for adults aged 18 to 45. To help our customers combat this deadly trend, RTL has created Fentanyl screen and confirmation tests—including an expanded premium panel option—to assist agencies in detecting this frequently-abused drug.
 - o Synthetic Cannabinoids: Synthetic cannabinoids are popular herbal smoking products marketed under brand names such as "K2," "Spice," or "Mojo." Under the U.S. Drug Enforcement Administration (DEA) "Emergency Scheduling Authority," synthetic cannabinoids became illegal on March 1, 2011. Conventional laboratory drug test panels will not detect the broad range of synthetic cannabinoids. They pass undetected in standard urine testing for such drugs as cocaine, marijuana, heroin, and amphetamines.
 - o Designer Stimulants: Synthetic stimulants are produced in clandestine labs, and sold online or available at smoke shops. Promoted as "bath salts," "research chemicals," or "plant food," product labeling attempts to circumvent regulation by suggesting they are not for human consumption. Additionally, some forms of designer stimulants may be sold as "legal" MDMA (Legal X), or sold and veiled as MDMA tablets. RTL's Designer Stimulant Drug Test utilizes GC/MS for screening and confirmation of designer amphetamines, cathinones, and designer piperazines. RTL has two variations of this panel: an expanded panel covering all aforementioned drugs and one targeting MDPV and Mephedrone.
 - o Kratom: Nationwide polls have identified Kratom as an important substance that has emerged as part of the world-wide explosion in the abuse of what have

been called "designer drugs." While currently not restricted under the Controlled Substances Act, the DEA has Kratom listed under Drugs and Chemicals of Concern. RTL quantitatively detects the presence of Kratom in urine using LC-MS/MS technology.

o Steroids: RTL offers a complete and affordable urine test for steroids and diuretics, comparable to World Anti-Doping Agency (WADA) testing. Steroid testing is now an affordable option for universities, high schools, corrections, and probation agencies.

- Oral Fluids Testing: Oral fluid testing is gaining popularity with many programs that require convenient, gender-neutral specimen collection combined with the accuracy of lab testing. RTL offers an easy and affordable lab-based testing solution for the detection of drugs of abuse in oral fluid. Oral fluid is ideal for drug testing in a variety of arenas, including: random, pre-employment, corrections, probation/parole, return to duty, post-accident (insurance), reasonable cause, schools, and methadone programs. Our standard oral fluid panels are available with and without Synthetic Cannabinoid testing.

FORENSIC TOXICOLOGY LABORATORY SERVICES

For Forensic Toxicology Laboratory Services, our current offering includes the following:

- Postmortem Panels: Ascertain Forensics at RTL offers postmortem testing for coroners and medical examiners via comprehensive panels and additional specialty test requests in blood, urine, tissue, bone, minced organ, and other matrices.
- DUI/DUID Panels: Ascertain Forensics at RTL offers panels in blood and urine to assist with human performance testing.

DOT/EMPLOYMENT LABORATORY SERVICES

For DOT/Employment Laboratory Services, we are offering the following:

- NIDA 5 DOT/Employment Test: For agencies desiring NIDA 5 DOT/Employment testing, the Sourcewell membership can utilize the services of our sister company, ATS. This test will cover Amphetamines/ Methamphetamines, Cocaine metabolites, Marijuana metabolites, Opiate metabolites, and PCP—the five drugs once called the "NIDA 5"—and will also include screens for Heroin metabolite and MDMA (Ecstasy) as regulated by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- Specimen Collection & TPA Support: eScreen can offer reliable collection sites across the country to assist agencies with employee testing, including breathalyzer (BAT) testing. The current network consists of thousands of locations across the United States and Canada. These sites are experienced in specimen collection and follow the established federal guidelines maintaining proper collection procedures and assuring specimen integrity. Department representatives will search eScreen's Preferred Collector Network for a location that provides all of the services that the client has requested within 5 to 10 miles of the provided zip code; if eScreen does not have a site within its database that is close to the requesting zip code, eScreen may utilize external resources including industry guides and online directories to find new sites to contact and provide to the client. Their integrated web-based management system, MyeScreen, features a "closed loop" service ordering model that includes the ability to integrate not only laboratory testing, but also medical review officer (MRO) services, physical exams (ePhysical), electronic occupational health services, wellness and biometric screening, and electronic driver qualification file management (eDQ) into the employee screening process. Other unique features include a one-time "passport" for the employee/candidate to take to an assigned collection site for testing and the option to utilize the employment industry's only instrumented point of care urine drug screens (eCup and xCup) instead of laboratory analysis for the initial screen.

RAPID DIAGNOSTICS DRUG TESTING

For Rapid Diagnostics Drug Testing, RTL also offers a comprehensive suite of products as follows:

- Panel-Dips: One of our most popular devices. Testing using panel-dips is a simple procedure of collecting the specimen, dipping the device in the specimen, and reading the results. The built-in procedural controls show whether results are negative, positive, or invalid within minutes.
- Integrated Cups with or without built-in validity strips (iCup, E-Z Split Key Cup, T-Cup): Cup format devices are popular among field work employees such as

		<p>probation officers and social workers. Our integrated cup devices are clean, easy, and effective screening devices ideal for sending presumptive positive specimens to the lab for confirmation. The self-contained cups simplify the collection procedure while minimizing collector exposure to urine. All of our integrated cup formats include an easy to interpret test/control window and temperature strips to verify urine substitution. Some configurations of our cup devices include the additional benefit of validity strips; these color comparison strips help to alleviate adulteration and tampering concerns by testing for three or more validity parameters. The iCup and T-Cup test strips are positioned on the side of the cup so that testing begins immediately once enough specimen has been provided; the E-Z Split Key Cup has a mechanism whereby the key must be pushed into the cup to activate the test.</p> <ul style="list-style-type: none"> • Oral Fluid Devices: Oral fluid devices are particularly popular in juvenile services agencies, as they eliminate privacy concerns and same sex collector issues. RTL offers different formats of oral fluids devices, most of which may be sent back to our laboratory for confirmation testing directly in the device. Please note that our oral fluid devices are for forensic use only. • Instant Alcohol Devices: Semi-quantitative screening tests to estimate blood alcohol concentration using human saliva. • Specimen Validity Strips (Adulteration Strips): Our Specimen Validity Strips (commonly referred to as adulteration strips) test for the following measures: Creatinine, Specific Gravity, Nitrite, Glutaraldehyde, pH, and Oxidants/PCC (Pyridinium Chlorochromate). These parameters help assess the integrity of a urine sample. • Most of our urine devices are FDA 510(k) cleared to market. All of the on-site devices listed above are easy to use with a limited number of steps and a built-in control line to ensure test validity; most include a flat results window for photocopying and have testing strips enclosed in a tamper-proof case to prevent the donor or collector from altering the device results. No reagents are required to run any of our on-site tests. Please see product inserts for specific instructions on use for each device. <p>Please know that we will add—and have historically added—products and services as they become available</p>
72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>RTL is providing solutions that include urine and oral fluid laboratory-based testing (standard drugs and esoteric/specialty drug tests), rapid drug testing devices, and postmortem/human performance laboratory-based testing across a variety of matrices (urine, blood, vitreous, tissue, etc.). Please see our answer to the previous section for more detailed information.</p>

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Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
73	Solutions for the testing, screening, forensic or diagnostic analysis, and toxicology services on bodily fluids and tissues, samples or specimens, and all forms of physical evidence	<input checked="" type="radio"/> Yes <input type="radio"/> No	RTL's mixture of laboratory testing (screening and confirmation services) and rapid test devices offered within this bid response covers all of the items described above, although our ability to test "physical evidence" will be limited to bodily fluids and tissues. *
74	Law enforcement, employment-related, and medical testing or screening services	<input checked="" type="radio"/> Yes <input type="radio"/> No	RTL provides law enforcement and other corrections-related testing. Our sister company, ATS, provides employee-related testing and our sister company, eScreen, offers optional medical screening services as part of their third-party administered employment testing program solution. We also work with a number of third-party collection agencies that could support Sourcewell members when that service is required. *
75	Genetic, DNA, and serological testing	<input type="radio"/> Yes <input checked="" type="radio"/> No	RTL does not provide genetic, DNA, or serological testing, although we may be able to subcontract this kind of testing out to a qualified laboratory if it is part of a broader postmortem or human performance testing opportunity and is allowed by Sourcewell and/or the client. *
76	Products and supplies related to the offering of the solutions described in Lines 73-75 above, including test or sample kits or equipment, collection tools or devices, toxicology reagents, sterile or tamper-proof packaging, and chain of custody materials or technology and	<input checked="" type="radio"/> Yes <input type="radio"/> No	RTL provides all necessary supplies to collect samples for submission to our laboratory for processing, including bottles/vials, chain of custody forms, and shipping materials. Our supplies are not specifically labeled as tamper-proof nor do they claim to be tamper-proof, but they are appropriate for specimen collection and we do offer security seals to assist in tamper detection. We also offer rapid drug test devices / testing kits in various formats. *
77	Services related to the offering of the solutions described in Lines 73-76 above, including collection, transport and delivery, analysis, reporting, training, support, instruction, hardware, software or technology, and expert testimony	<input checked="" type="radio"/> Yes <input type="radio"/> No	RTL offers FedEx, UPS, USPS, and other courier options related to the transportation and delivery of specimens to the laboratory. Our laboratory services include specimen analysis and reporting, including technology solutions for electronic/web-based result reporting, as well as more complex program management features. RTL also offers training options associated with our products and services, as described previously in our response. Expert witness services are available through written affidavit, telephonically, or in-court (the in-court fee excludes travel, a daily per-diem, and hotel cost not to exceed the county and state rates, and any other related travel cost). When subpoenaed to testify, the toxicologist will produce the chain of custody, laboratory results, quality control data, and GC-MS or LC-MS/MS confirmation of the positive drug(s). *

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our 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](#) - RTL Pricing Schedule - Sourcewell 011222.pdf - Wednesday January 12, 2022 00:36:47
 - [Financial Strength and Stability](#) - Consolidated Abbott SEC 10-K Feb 2021 for Sourcewell.pdf - Wednesday January 12, 2022 00:07:05
 - [Marketing Plan/Samples](#) - Sample Marketing Materials.pdf - Wednesday January 12, 2022 00:07:30
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 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 or the Canadian 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. - Mary Tardel, Director - Government Services, Redwood Toxicology Laboratory, Inc.

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 contractual obligations contemplated in the bid.

Yes No

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
Addendum_4_Lab_Services_Testing_RFP_011222 Tue January 4 2022 07:48 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Lab_Services_Testing_RFP_011222 Mon December 27 2021 01:59 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Lab_Services_Testing_RFP_011222 Mon December 20 2021 05:50 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Lab_Services_Testing_RFP_011222 Tue December 7 2021 12:31 PM	<input checked="" type="checkbox"/>	1