Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2017-06-06

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 DRUGTESTING17	**Procurement Folder:** 341419
Document Name: STATEWIDE CONTRACT FOR DRUG TESTING SERVICES	**Reason for Modification:**
Document Description: STATEWIDE CONTRACT FOR DRUG TESTING SERVICES	
Procurement Type: Statewide MA (Open End)	
Buyer Name: Crystal Rink	
Telephone: (304) 558-2402	
Email: crystal.g.rink@wv.gov	
Shipping Method: Best Way	**Effective Start Date:** 2017-06-20
Free on Board: FOB Dest, Freight Prepaid	**Effective End Date:** 2018-03-19

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000221536 REDWOOD TOXICOLOGY LABORATORY INC 3650 WESTWIND BLVD SANTA ROSA CA 954031066 US **Vendor Contact Phone:** (800) 255-2159 **Extension:** **Discount Percentage:** 0.0000 **Discount Days:** 0	**Requestor Name:** Crystal Rink **Requestor Phone:** (304) 558-2402 **Requestor Email:** crystal.g.rink@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount	Open End

6/6/17

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
SIGNED BY: Linda Harper DATE: 6-7-2017 ELECTRONIC SIGNATURE ON FILE	SIGNED BY: DATE: 6/29/17 ELECTRONIC SIGNATURE ON FILE	SIGNED BY: DATE: Beverly Toler ELECTRONIC SIGNATURE ON FILE

JUN 29 2017

Extended Description:

STATEWIDE OPEN-END CONTRACT

THIS BLANKET OPEN-END CONTRACT WITH REDWOOD TOXICOLOGY LABORATORY (NJPA PROCUREMENT CONTRACT NO. 011713-RTL, IS IN ACCORDANCE WITH LEGISLATIVE RULE SECTION 148-1-7-9.1 AND IS TO PROVIDE DRUG TESTING SERVICES TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS.

EFFECTIVE DATE OF THE CONTRACT: 06/20/2017 THROUGH 03/19/2018

AGENCIES MAY ORDER ANY ITEMS IN THE CONTRACT AS LONG AS THOSE ITEMS ARE NOT COVERED BY ANY STATEWIDE CONTRACT ISSUED BY THE PURCHASING DIVISION.

CUSTOMER SERVICE REPRESENTATIVES AVAILABLE MONDAY THRU FRIDAY, 7:30 A.M. TO 4:00 P.M. PST. AT 1-800-255-2159

WEBSITE: WWW. REDWOODTOXICOLOGY.COM

****
SEE ATTACHED PAGES FOR MORE INFORMATION.
****

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	85121810			EA	$0.000000
	Service From	**Service To**			

Commodity Line Description: DRUG TESTING SERVICES

Extended Description:
DRUG TESTING SERVICES

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Letter of Agreement
to Extend the Contract

Between

Redwood Toxicology Laboratory, Inc. (Vendor)
3650 Westwind Boulevard
Santa Rosa, CA 95403-1066

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and NJPA have entered into an Agreement (Contract #011713-RTL) for the procurement of Prescription Drugs with Related Goods and Services. This Agreement has an expiration date of March 19, 2017, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA's Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on March 19, 2018. All other terms and conditions of the Agreement remain in force.

National Joint Powers Alliance® (NJPA)

By: _____, Its: Director of Cooperative Contracts & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 12-14-16

Redwood Toxicology Laboratory, Inc.

By: _____, Its: Chief Financial Officer

Name printed or typed: Barry Chapman

Date 12-13-2016

PARTICIPATING ADDENDUM
The National Joint Powers Alliance (NJPA)

to

PROCUREMENT CONTRACT No. 011713-RTL
For Drug Testing Services

Between

THE STATE OF WEST VIRGINIA

And

REDWOOD TOXICOLOGY LABORATORY, INC.

This Participating Addendum ("Addendum") to the NJPA contract identified above between NJPA and Redwood Toxicology Laboratory, Inc. ("Contract") is entered into by and between the West Virginia Department of Administration, Purchasing Division, on behalf of the State of West Virginia ("the State"), and Redwood Toxicology Laboratory, Inc. ("Vendor" or "Contractor")

The parties Agree as follows:

1. **Scope of work:** This Addendum permits the State, its agencies, boards, commissions, political subdivisions, and other public entities to utilize the Contract. By signing this Addendum, Vendor agrees to provide the services offered under the Contract to the State, its agencies, boards, commissions, political subdivisions, and other public entities authorized to utilize this Contract.

2. **Term and Termination:** The term of this Participating Addendum shall be effective from the date the State finalizes and approves this Addendum, and continue until the Contract expires or is cancelled by either party.

3. **Required Changes to Contract:** The Contract as it relates to the State and Vendor shall be modified as follows to comply with laws specific to the State.

   a. **WV-96** – The Contract is hereby modified to include the terms contained in the WV-96 Agreement Addendum, which is attached hereto and specifically incorporated herein by reference.

   b. **Other Modifications** – The following terms are hereby incorporated into the Contract through this Addendum:

      i. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the

Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

ii. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

iii. **BACKGROUND CHECK:** The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

4. **Primary Contacts:** The primary contact information for the State and Vendor related to this Addendum are as follows:

State of West Virginia	Redwood Toxicology Laboratory, Inc.
Name: Crystal Rink	Name: John Stavrou
Address: 2019 Washington St. East Charleston, WV 25305	Address: 3650 Westwind Blvd. Santa Rosa, CA 95403
Telephone: 304-558-2402	Telephone (800) 255-2159 ext. 34402
Fax: 304-558-4115	Fax: 707-577-8102
E-mail: Crystal.G.Rink@wv.gov	E-mail: jstavrou@redwoodtoxicology.com

5. **Entire Agreement:** This Addendum combined with the NJPA request for proposal, Vendor's response to that proposal, and the Acceptance and Award, along with any exhibits to those documents, set forth the entire agreement between the State and the Vendor with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written. The terms and conditions of this Addendum and its exhibits shall prevail over any inconsistent term contained in any other document.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity:
State of West Virginia

By: _____

Print Name: Frank White Jr.

Title: Assistant Director

Date: 6/5/17

Contractor:
Redwood Toxicology Laboratory, Inc.

By: _____

Print Name: Barry Chapman

Title: Chief Financial Officer

Date: 6/2/17

WV-96
Rev. 5/16

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.

5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.

6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.

15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parities. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WV PURCHASING DIV

Signed: [signature]

Title: Assistant Director

Date: 6/5/17

VENDOR

Company Name: Redwood Toxicology Laboratory, Inc.

Signed: [signature]

Title: Chief Financial Officer

Date: 6/2/17

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES,

In compliance with the Request for proposal (RFP) for "PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Redwood Toxicology Laboratory, Inc Date: January 15, 2013

Company Address: 3650 Westwind Boulevard

City: Santa Rosa State: CA Zip: 95403

Contact Person: Barry Chapman Title: Chief Financial Officer

Authorized Signature (ink only): _____ Chief Financial Officer
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 011713 PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES

Redwood Toxicology Laboratory, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be March 19, 2013 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Susan Nimik
NJPA Executive Director (Name printed or typed)

Awarded this 19 day of 2013 NJPA Contract Number # 011713-RTL

NJPA Authorized signature: _____ Scott Verges
NJPA Board Member (Name printed or typed)

Executed this 19 day of 2013 NJPA Contract Number # 011713 RTL

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Redwood Toxicology Laboratory, Inc.

Vendor Authorized signature: _____ Barry C. Chapman
(Name printed or typed)

Title: Chief Financial Officer

Executed this March 25th day of 2013 NJPA Contract Number # 011713 RTL

You need to know. We'll find out.

$10 off your first device order — Haven't tried Reditest® on-site screening devices yet? With Redwood Toxicology Laboratory, Inc. (RTL), complete confidence is just a phone call away. Call now, and ask how you can receive $10 off your first order.

Try lab testing free — When you call RTL, don't forget to ask about combining Reditest screening devices with industry leading lab confirmation services. We offer these free introductory lab services:

- 1 **FREE** Drugs of Abuse Urine Test (6 panel)
- 1 **FREE** Drugs of Abuse Saliva Test (7 panel)
- 1 **FREE** EtG/EtS Alcohol Test
- 1 **FREE** Synthetic Cannabinoid Test
- 1 **FREE** Designer Stimulant Test
- 1 **FREE** Steroid/Sport Test

test device catalog

reditest® redicup
reditest® panel-dip
reditest® 6 cassette
reditest® on-site oral
iscreen™ ofd
oralert™ device
reditest® alcohol-saliva strip
reditest® smoke cassette
reditest® alcohol-breath test

REDWOOD TOXICOLOGY LABORATORY®

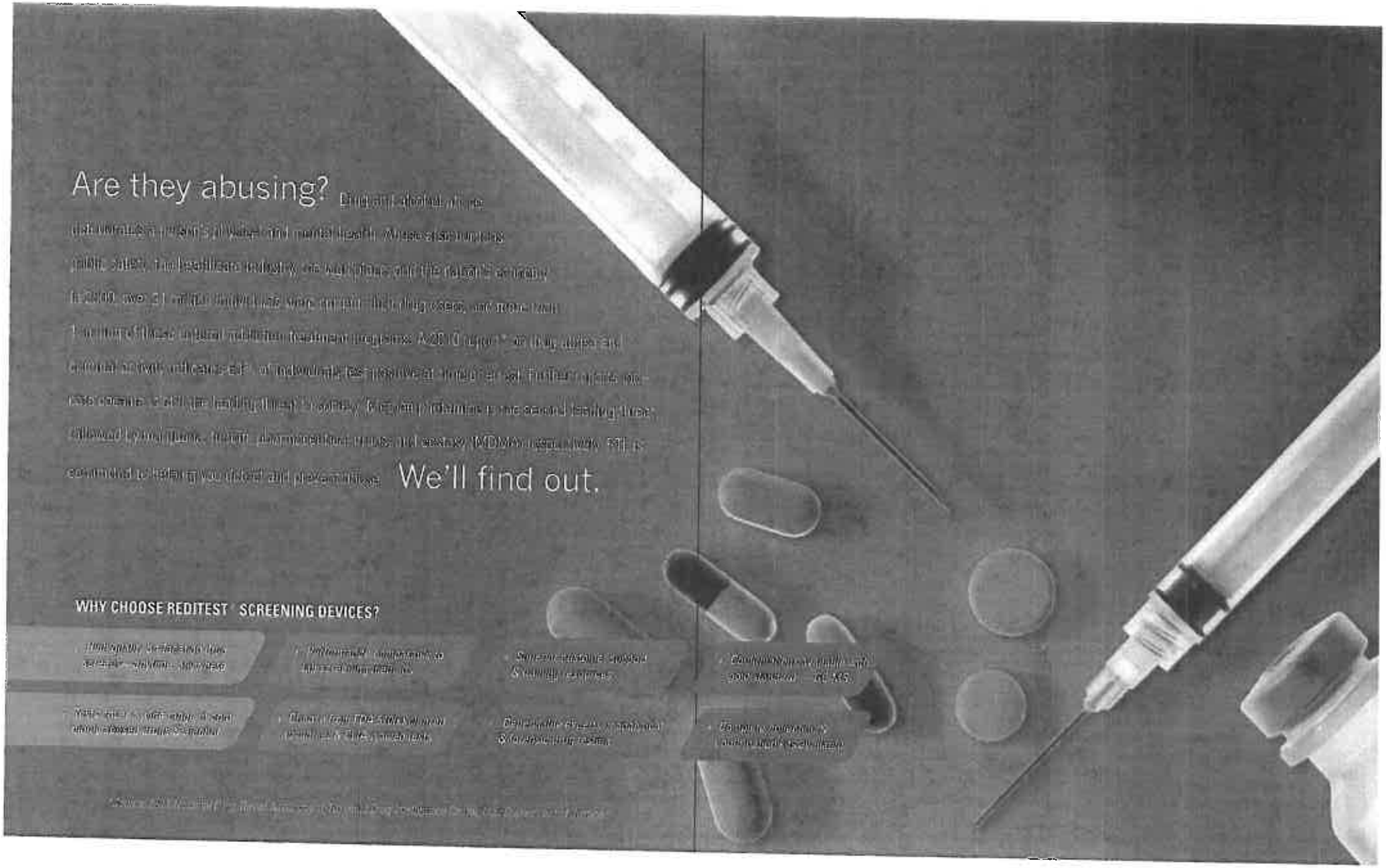
Call **800-255-2159**
or visit: www.redwoodtoxicology.com/findout

Screening Devices: 877-444-0049 // Laboratory: 800-255-2159 // Fax: 707-577-8102
3650 Westwind Blvd., Santa Rosa, CA 95403 // www.redwoodtoxicology.com

11 000 0375 REV3

REDWOOD TOXICOLOGY LABORATORY®

A member of the Alere group of companies



REDWOOD TOXICOLOGY LABORATORY

Call 800-255-2159
or visit: www.redwoodtoxicology.com/findout

Call 800-255-2159
or visit: www.redwoodtoxicology.com

"Our staff has been very satisfied with the performance of the Reditest® four Panel-Dip on-site screening device. The test is quick and the results are easy to interpret."

—Probation Office

reditest®

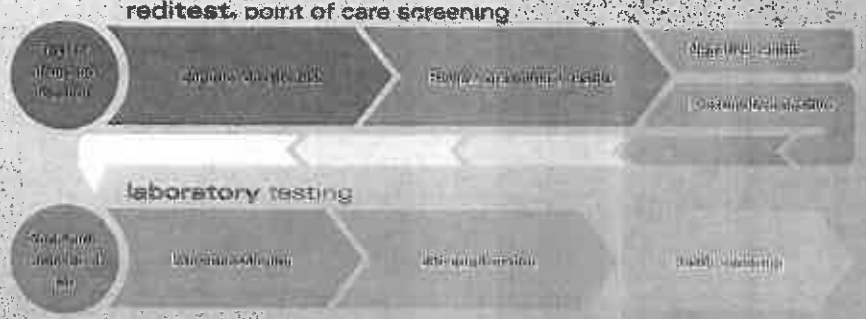
RTL sells millions of Reditest® instant screening devices each year for one simple reason—they work. Devices are ideal for occasions when you need to know right away. You can rely on Reditest to help you find out who is abusing.

With Reditest, we offer you more than the highest quality, most cost-effective devices in the industry. We offer complete drug testing confidence. Combined with laboratory testing, Reditest devices provide the most comprehensive, effective drug test solution available. Be confident. Take the first step in drug detection with Reditest.

- Test results available instantly on-location
- Over 85 screening devices available, to detect a broad range of drugs or alcohol
- Easy to perform and interpret results
- Select from FDA 510(k) cleared to market, CLIA waived or for forensic use devices
- Collection and confirmation kits available

Reditest® + lab confirmation = the perfect pair.

RTL offers you instant screening devices plus lab testing services, all in one integrated, cost-effective solution. With RTL, your organization can perform initial Reditest® screens, and order further lab testing—all from one company. Are you testing with combined confidence?

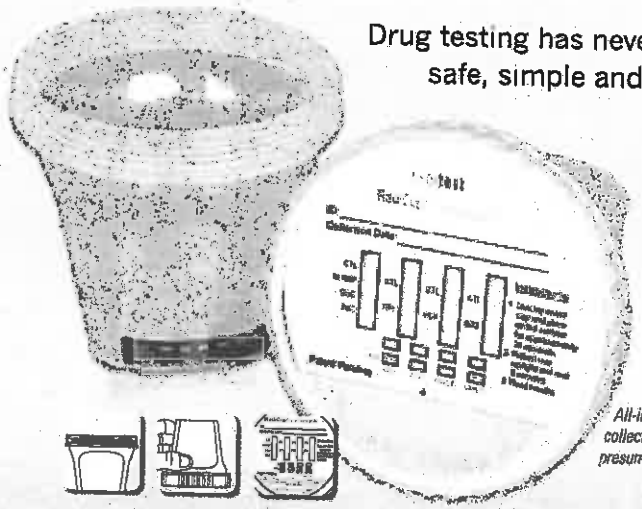


REDWOOD TOXICOLOGY LABORATORY

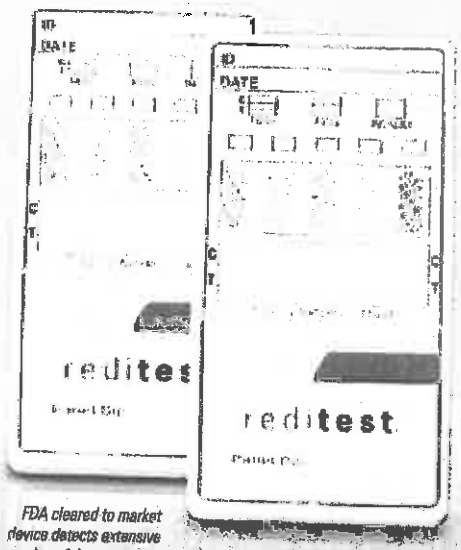
reditest. substance abuse screening devices

Call **800-255-2159**
or visit: www.redwoodtoxicology.com

Drug testing has never been so safe, simple and accurate.



All-inclusive on-site drug test with collection cup—ideal for sending presumptive positives to lab



FDA cleared to market device detects extensive list of drugs in urine

Equip yourself with dependable real-time screening results.

reditest rediCup

*9 test configurations**

With RediCup®, you combine the convenience of a collection cup with instant test results—ideal for sending presumptive positive specimens to the lab. Collection and evaluation is simple with features including: easy to interpret test/control window, temperature strips to verify urine substitution, and a cup design that permits the collector to easily photocopy results and donor ID. Urine drug screening has never been so clean, easy and cost effective. So you can be absolutely sure.

- Tests include: AMP, BAR, BZO, COC, M-AMP, MDMA, MTD, OPI, OXY, PCP, TCA, and THC
- FDA 510(k) cleared to market
- Fast test results in 5 minutes
- Simple procedure: collect, seal, tilt over and back, read results
- Minimizes collector exposure to urine
- Keep testing lid separate from donor
- 25 test devices per box *(long shelf life)*

reditest panel-dip

*13 test configurations**

The test device you select should be from an innovative and experienced leader. We can say with confidence that RTL's high-quality Panel-Dip devices will enable you to easily administer, evaluate and certify on-site drug tests—all at an affordable price. Panel-Dip devices are available in single and multi-drug configurations. Supply your program with an accepted and proven testing tool—equip yourself with Reditest® Panel-Dip.

- Tests include: AMP, BAR, BUP, BZO, COC, M-AMP, MDMA, MTD, OPI, OXY, PCP, PPX, TCA and THC
- FDA 510(k) cleared to market
- Fast test results in 5 minutes
- Simple procedure: collect, dip, read results
- Built in procedural controls for negative, positive or invalid results
- 25 test devices per box *(long shelf life)*

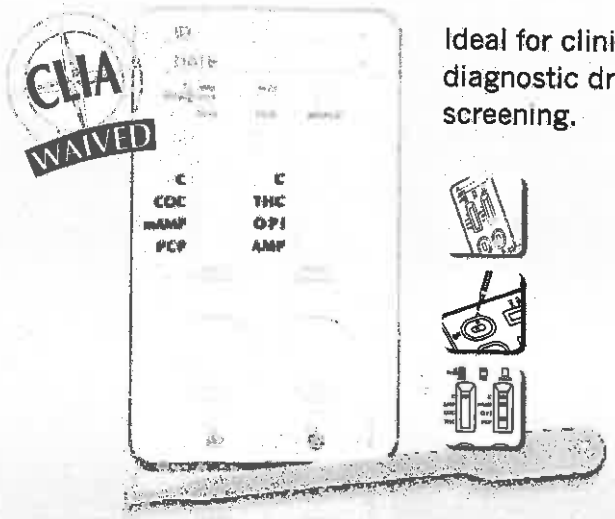
*See pages 16-17 for available panel configurations, cut-off and analytes

REDWOOD TOXICOLOGY LABORATORY

*Not sure yet? Try a **FREE** sample.*

reditest® substance abuse screening devices

Call 800-255-2159
or visit www.redwoodtoxicology.com/redi



Ideal for clinical diagnostic drug screening.

reditest 6 cassette

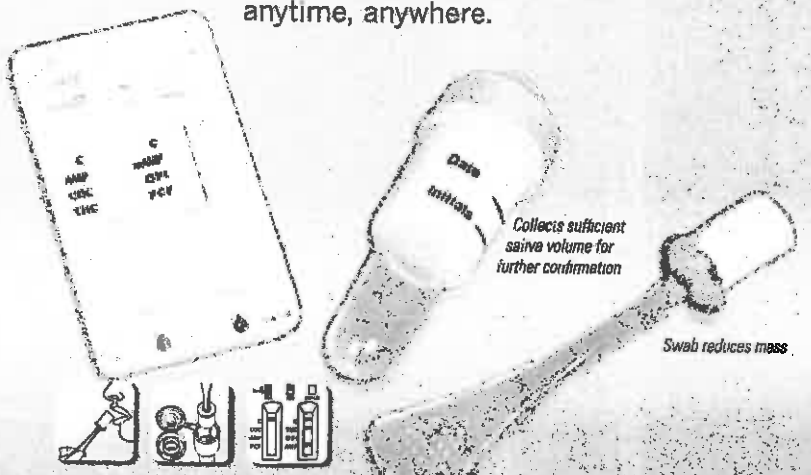
P/N 01-102-0106

The Reditest® 6 Cassette is a CLIA waived screening device that enables you to easily and efficiently administer on-site drug screens. The Reditest 6 Cassette is ideal for treatment facilities, physician office labs and hospitals requiring a reliable and affordable on-site drug screening solution.

- Available tests include AMP, COC, M-AMP, OPI, PCP and THC
- Easy to use pipette and cassette
- CLIA waived for clinical use
- Results in 5 minutes

See page 18-21 for available panels, cut-offs and procedure.

Convenient saliva drug testing—anytime, anywhere.



reditest on-site Oral

P/N 01-102-0127

The Reditest® On-Site Oral detects six of the most commonly abused drugs. Testing saliva with On-Site Oral is ideal for recent use situations, and offers an effective alternative to urine testing. Test administration is easy, sanitary, and allows for direct donor observation—practically eliminating specimen tampering. The large collector tube ensures sufficient quantity collection, and is perfect for shipping presumptive positive specimens to the lab.

- Tests 6 commonly abused drugs: AMP, COC, M-AMP, OPI, PCP and THC
- Ideal for recent drug use detection
- Eliminates collection site fees, same sex administrator and complex training
- Adequate saliva collections every time
- Results in 10 minutes
- Reliable on-site test and collector for sending specimens to the lab

See page 18-19 for available panels, cut-offs and procedure.

REDWOOD TOXICOLOGY LABORATORY

*Not sure yet? Try a **FREE** sample.*

reditest. substance abuse screening devices

Call **800-255-2159**
or visit: www.redwoodtoxicology.com

Assurance and reliability in one screening device.

iscreen old

test configuration

The iScreen® OFD (Oral Fluid Device) offers you a reliable and accurate saliva drug test solution. Screening devices are now widely available, but few manufacturers offer RTL's quality, flexibility, and superior support.

- Tests include AMP, COC, M-AMP, OPI, PCP and THC
- Eliminates the need for a controlled urine collection site
- Use anywhere, anytime—eliminating privacy concerns and issues for administrators
- Results in under 10 minutes

*See page 19 for available panels, cut-offs and procedure

Dependable results for the presence of drugs in saliva.

Now available with benzodiazepine detection.
P/N: 01 102 2083

oralert

5 test configurations

OrAlert® combines proven technology and screening accuracy. Look no further than OrAlert to provide reliable saliva drug screening. Ideal for most testing environments.

- Tests include AMP, BZO, COC, M-AMP, OPI, PCP and THC
- Improved detection of parent THC
- Zero collector exposure to specimen
- Split specimen well
- Results in under 10 minutes

*See page 19 for available panels, cut-offs and procedure

Instant alcohol saliva screening made simple.

reditest alcohol-saliva test

P/N: 01-382 (01)

Test for alcohol presence more confidently and more efficiently with this inexpensive solution. Alcohol-Saliva Test Strips offers a rapid preliminary method to detect a saliva alcohol concentration (SAC†) greater than 0.02%. Now you'll know.

- Semi-quantitative interpretations at 0.0%, 0.02%, 0.08% and 0.30% SAC
- Easy to use
- Gender-neutral, observed collection
- Affordable pricing
- Quick results in two minutes

† Saliva alcohol concentration. It has been published that 0.02% is approximately equivalent to a blood alcohol concentration.

Immediate breath alcohol screening results.

reditest alcohol-breath test

P/N: 01-215 0004

The Reditest® Alcohol-Breath Test is self-contained, unobtrusive and easy to administer. Tests are portable, and can be administered quickly anywhere. In a few simple steps, you can perform an initial screening for alcohol.

- Available in .02 gm/dl cut-off level
- Non-intrusive method for alcohol screening
- Ideal solution for on-site testing
- Fast results at 2 minutes

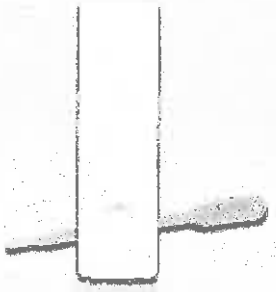
REDWOOD TOXICOLOGY LABORATORY

*Not sure yet? Try a **FREE** sample.*

reditest® substance abuse screening devices

Call 800-255-2159
or visit: www.redwoodtoxicology.com

Determine smoking status—instantly.



reditest smoke cassette

Now you can easily and quickly find out if they smoke cigarettes. The Reditest® Smoke Cassette qualitatively detects Cotinine (nicotine metabolite) in a simple one-step urine test.

- Detects Cotinine, a Nicotine metabolite, in urine at 200 ng/mL
- Convenient to use and interpret
- Fast on-site results in 5 minutes

Detect if specimens are valid.

adulteration strips

A rapid one step validity test for the simultaneous detection of Creatinine, Nitrite, Glutaraldehyde, pH, Specific Gravity, and Oxidants/Pyridinium Chlorochromate (PCC) in human urine.

- Screens 6 parameters for specimen validity, dilution and tampering
- Screens for chemicals and reagents not normally found in human urine
- 25 strips per canister *(long shelf life)*

what our customers say!

"We have been very pleased with the devices offered by Redwood. They are simple to use, very accurate and cost effective."

— Costa Mesa, CA

"RTL has provided excellent drug detection services over the past nine years. Your support staff is always available by phone and responds promptly to any information we need. We receive regular shipments of supplies and appreciate the seamless chain-of-custody from our collection site to your testing facility."

— Chemical Dependency Counselor

"RTL's urine screening panels provide us important information we use when making clinical decisions. RTL's accurate and timely reporting enables us to respond quickly and help our participants challenge their drug/alcohol abuse."

— Drug Treatment Court

"Our staff has been very satisfied with the performance of the four Panel-Dip screen device. The test is quick and the results are easy to interpret."

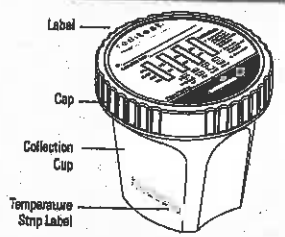
— Probation Office

REDWOOD TOXICOLOGY LABORATORY®

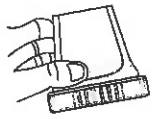
*Not sure yet? Try a **FREE** sample.*

reditest. urine screening devices

Reditest RediCup



Collect urine sample in RediCup®. Screw cap onto cup, ensure cap is tightly secured.



Turn cup upside-down for 30 seconds. Flip upright and wait for results to appear.

Read results in 5 minutes.

4 Panel Drug Test Device	Part Number
COC/M-AMP/OPI (300)/THC	01 102 0026

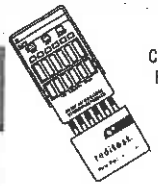
5 Panel Drug Test Device(s)	Part Number
BZO/COC/M-AMP/OPI (300)/THC	01 102 0027
COC/M-AMP/OPI (300)/PCP/THC	01 102 0028
AMP/COC/M-AMP/OPI (300)/THC	01 102 0121

6 Panel Drug Test Device(s)	Part Number
AMP/BZO/COC/M-AMP/OPI (2000)/THC	01 102 0135
BZO/COC/M-AMP/OPI (300)/PCP/THC	01 102 0029

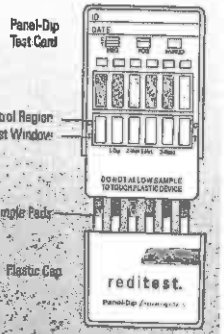
10 Panel Drug Test Device(s)	Part Number
AMP/BAR/BZO/COC/M-AMP/MTD/OPI (2000)/PCP/TCA/THC	01 102 0058
AMP/BAR/BZO/COC/M-AMP/MTD/OPI (300)/PCP/TCA/THC	01 102 0059
BAR/BZO/COC/M-AMP/MDMA/MTD/OPI (300)/OXY/PCP/THC	01 102 0137

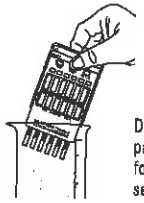
25 devices per box *(long shelf life)*

Reditest Panel-Dip

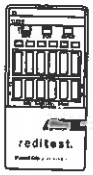


Collect sample. Remove plastic cap at bottom.





Dip revealed pads into sample for 15-30 seconds.



Replace cap on device. Lay flat.

Read results in 5 minutes.

1 Panel Drug Test Device(s)	Part Number
AMP	01 102 0018
BAR	01 102 0019
BUP	01 102 0173
BZO	01 102 0022
COC (150)	01 102 0189
COC (300)	01 102 0001
mAMP (500)	01 102 0190
mAMP (1,000)	01 102 0002
MTD	01 102 0020
OPI (300)	01 102 0003
MDMA	01 102 0036
OXY	01 102 0037
PCP	01 102 0021
TCA	01 102 0023
THC	01 102 0004

2 Panel Drug Test Device(s)	Part Number
M-AMP/THC	01 102 0008
COC/THC	01 102 0006
COC/M-AMP	01 102 0007
COC/OPI (300)	01 102 0005
M-AMP/OPI (300)	01 102 0030
M-AMP (500)/THC (50)	01 102 0192
COC (150)/THC (50)	01 102 0191

3 Panel Drug Test Device(s)	Part Number
COC/OPI (300)/THC	01 102 0010
M-AMP/OPI (300)/THC	01 102 0011
COC/M-AMP/OPI (300)	01 102 0014
COC/M-AMP/THC	01 102 0009
COC (150)/M-AMP (500)/THC (50)	01 102 0193
COC (150)/OPI (300)/THC (50)	01 102 0194

4 Panel Drug Test Device(s)	Part Number
AMP/COC/OPI (300)/THC	01 102 0032
COC/M-AMP/OPI (300)/THC	01 102 0012
AMP (1,000)/COC (150)/OPI (300)/THC (50)	01 102 0199
COC (150)/M-AMP (500)/OPI (300)/THC (50)	01 102 0195

5 Panel Drug Test Device(s)	Part Number
AMP/COC/M-AMP/OPI (300)/THC	01 102 0034
AMP/COC/OPI (2000)/PCP/THC	01 102 0047
BZO/COC/M-AMP/OPI (300)/THC	01 102 0015
COC/M-AMP/OPI (300)/PCP/THC	01 102 0013
AMP/COC/OPI (300)/PCP/THC	01 102 0033
AMP (1,000)/COC (150)/M-AMP (500)/OPI (300)/THC (50)	01 102 0201
COC (150)/BZO (300)/M-AMP (500)/OPI (300)/THC (50)	01 102 0197
COC (150)/M-AMP (500)/OPI (300)/PCP (25)/THC (50)	01 102 0196
AMP (1000)/COC (150)/OPI (300)/PCP (25)/THC(50)	01 102 0200

6 Panel Drug Test Device(s)	Part Number
BZO/COC/M-AMP/MTD/OPI (300)/THC	01 102 0017
BAR/BZO/COC/M-AMP/OPI (300)/THC	01 102 0024
BZO/COC/M-AMP/OPI (300)/PCP/THC	01 102 0016
BZO/COC/M-AMP/OPI (300)/OXY/THC	01 102 0119
AMP (300)/COC (150)/M-AMP (500)/MDMA/OPI (300)/THC	01 102 0174
BZO/COC (150)/M-AMP (500)/MDMA/OPI (300)/THC	01 102 0175
BZO (300)/COC 1(50)/mAMP (500)/MTD (300)/OPI (300)/THC (50)	01 102 0198
AMP (1,000)/BZO (300)/COC (150)/M-AMP (500)/OPI (300)/THC (50)	01 102 0203
BZO (300)/COC (150)/M-AMP (500)/OPI (300)/OXY (100)/THC (50)	01 102 0202

7 Panel Drug Test Device	Part Number
AMP/BZO/COC (150)/OPI (300)/PCP/TCA/THC	01 102 0035
BZO/COC (150)/M-AMP (500)/MDMA/OPI (300)/OXY/THC	01 102 0176
AMP/COC (150)/M-AMP (500)/MDMA/OPI (300)/OXY/THC	01 102 0177
AMP/COC (150)/M-AMP (500)/MDMA/OPI (300)/PCP/THC	01 102 0178

8 Panel Drug Test Device	Part Number
AMP/BZO/COC/M-AMP/MDMA/OPI (300)/OXY/THC	01 102 0169
AMP/BZO/COC/M-AMP/OPI (300)/OXY/PCP/THC	01 102 0179

9 Panel Drug Test Device	Part Number
AMP/BUP/BZO/COC/M-AMP/OPI (300)/OXY/PCP/THC	01 102 0180
AMP (300)/BZO/COC (150)/M-AMP (500)/MDMA/OPI (300)/OXY/PCP/THC	01 102 0181

10 Panel Drug Test Device	Part Number
AMP/BAR/BZO/COC/M-AMP/MTD/OPI (300)/PCP/TCA/THC	01 102 0025
BAR/BZO/COC/M-AMP/MTD/MDMA/OPI (300)/OXY/PCP/THC	01 102 0138
AMP/BAR/BUP/BZO/COC/M-AMP/MTD/OPI (300)/OXY/THC	01 102 0182
BAR/BZO/COC (150)/M-AMP (500)/MDMA/MTD/OPI (300)/OXY/PCP/THC	01 102 0183

11 Panel Drug Test Device	Part Number
AMP/BAR/BUP/BZO/COC/M-AMP/MTD/OPI (300)/OXY/PCP/THC	01 102 0184
AMP/BAR/BUP/BZO/COC/M-AMP/MTD/OPI (2000)/OXY/PCP/THC	01 102 0185
AMP/BAR/BUP/BZO/COC/M-AMP/MTD/OPI (300)/OXY/PPX/THC	01 102 0186
AMP (300)/BAR/BZO/COC (150)/M-AMP (500)/MTD/MDMA/OPI (300)/OXY/PCP/THC	01 102 0187

12 Panel Drug Test Device	Part Number
AMP/BAR/BZO/COC/M-AMP/MDMA/MTD/OPI (300)/OXY/PCP/PPX/THC	01 102 0141
AMP/BAR/BUP/BZO/COC/M-AMP/MDMA/MTD/OPI (300)/OXY/PCP/THC	01 102 0188

25 devices per box *(long shelf life)*

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reditest. saliva screening devices

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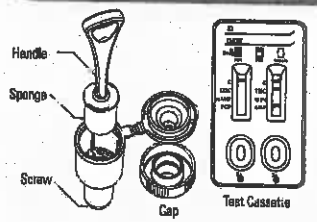
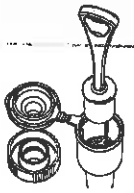
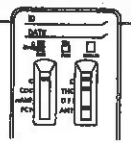
Reditest® On-Site Oral



Swab mouth for 3 minutes with sponge collector or until fully saturated.



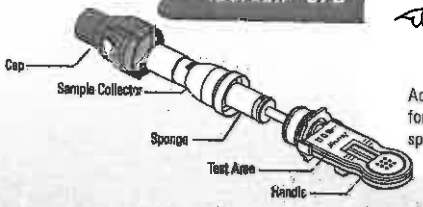
Place saturated collector into chamber. Press sponge against strainer. Snap cap shut.

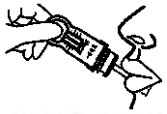


Add 3 drops of oral fluid into each sample well. Read results in 10 minutes.

6 Panel Drug Test Device *(25 per box)*	Part Number
AMP/COC/M-AMP/OPI/PCP/THC	01 102 0127

iScreen® OFD





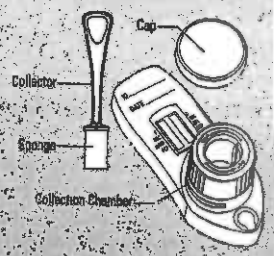
Actively swab mouth for 3 minutes with sponge collector.

Insert the collector vertically into cap. Plunge the collector 3 times. Twist handle to close the chamber.

Place test horizontally on a level surface. Read results in 10 minutes.

5 Panel Drug Test Device *(25 per box)*	Part Number
AMP/COC/M-AMP/OPI/THC	01 102 2024
6 Panel Drug Test Device *(25 per box)*	**Part Number**
AMP/COC/M-AMP/OPI/PCP/THC	01 102 2025

OrAlert®



Swab mouth for 3 minutes with sponge collector.

Insert collector into device. Turn clockwise to lock. Wait 1 minute. Rotate collection chamber.

Wait 9 minutes and read results.

6 Panel Drug Test Device *(25 per box)*	Part Number
AMP/BZO/COC/M-AMP/OPI/THC	01 102 2083
AMP/COC/M-AMP/OPI/PCP/THC	01 102 1960

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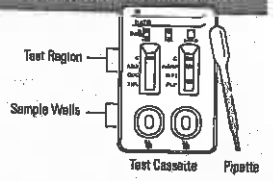
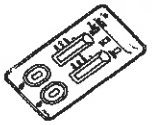
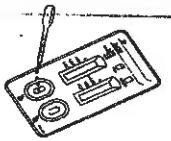
Reditest® 6 Cassette

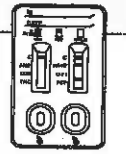




Place test device on a clean flat surface.



Transfer 3 full drops of urine to each of the sample wells.



Wait 5 minutes and read results.

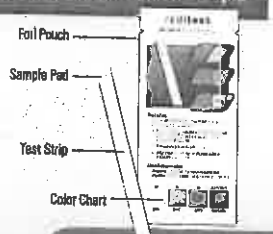
CLIA WAIVED

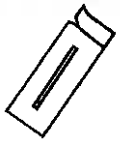
6 Panel Drug Test Device *(25 per box)*	Part Number
AMP/COC/M-AMP/OPI (2000)/PCP/THC - CLIA WAIVED	01 102 0166

Cut-off Levels

Amphetamine (AMP)	*d-Amphetamine*	*1,000 ng/mL*
Cocaine (COC)	*Benzoylecgonine*	*300 ng/mL*
Marijuana (THC)	*11-nor-Δ9-THC-9 COOH*	*50 ng/mL*
Methamphetamine	*d-Methamphetamine*	*1,000 ng/mL*
Opiates (OPI 2)	*Morphine*	*2,000 ng/mL*
Phencyclidine (PCP)	*Phencyclidine*	*25 ng/mL*

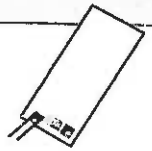
Reditest® Alcohol-Saliva Strips





Tear open foil pouch and remove test strip.

Saturate reactive pad with saliva for 10 seconds.



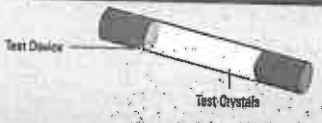
After 2 minutes, match the color on the pad to color chart.

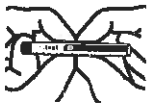
Saliva Test Strip *(25 per box)*	Part Number
Ethanol (Alcohol)	01 362 0001

Cut-off Level

Semi-quantitative interpretations at 0.0%, 0.02%, 0.08% and 0.30% SAC

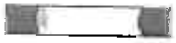
Reditest® Alcohol-Breath Test





Squeeze the middle of tester to break inner glass tube.

Blow into tube for 12 consecutive seconds.



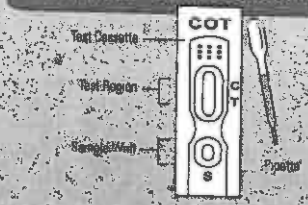
Read results in 2 minutes.

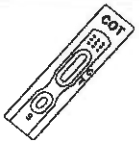
Breath Test Device *(25 per box)*	Part Number
Ethanol (Alcohol)	01 215 0004

Cut-off Level

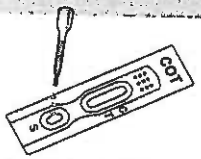
Available in .02 gm/dL cut-off level

Reditest® Smoke Cassette

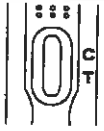




Remove the test device from the sealed pouch.



Transfer 3 full drops of urine to the sample well.



Read results in 5 minutes.

Cotinine Cassette Device *(25 per box)*	Part Number
Cotinine (Nicotine)	01 102 0140

Cut-off Level

Detects Cotinine, a Nicotine metabolite, in urine at 200 ng/mL

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CUT-OFF LEVELS — URINE DRUG SCREENING DEVICES

Amphetamine (AMP 1000)	d-Amphetamine	1,000 ng/mL
Amphetamine (AMP 300)	d-Amphetamine	300 ng/mL[1]
Barbiturates (BAR)	Secobarbital	300 ng/mL
Benzodiazepines (BZO)	Oxazepam	300 ng/mL
Buprenorphine (BUP)	Buprenorphine	10 ng/mL
Cocaine (COC 300)	Benzoylecgonine	300 ng/mL
Cocaine (COC 150)	Benzoylecgonine	150 ng/mL[2]
EDDP (Methadone Metabolite)	2-Ethylidene-1, 5-dimethyl-3, 3-diphenylpyrrolidine	300 ng/mL
Marijuana (THC)	11-nor-Δ9-THC-9 COOH	50 ng/mL[2]
Methadone (MTD)	Methadone	300 ng/mL
Methamphetamine (M-AMP 1000)	D-Methamphetamine	1000 ng/mL
Methamphetamine (M-AMP 500)	D-Methamphetamine	500 ng/mL[2]
Methylenedioxymethamphetamine (MDMA)	D,L Methylenedioxymethamphetamine	500 ng/mL[2]
Opiates (OPI 2000)	Morphine	2000 ng/mL[2]
Opiates (OPI 300)	Morphine	300 ng/mL[1]
Oxycodone (OXY)	Oxycodone	100 ng/mL
Phencyclidine (PCP)	Phencyclidine	25 ng/mL[1]
Propoxyphene (PPX)	Propoxyphene	300 ng/mL
Tricyclic Antidepressants (TCA)	Nortriptyline	1000 ng/mL

CUT-OFF LEVELS — ORAL FLUID DRUG SCREENING DEVICES

Amphetamine (AMP)	d-Amphetamine	50 ng/mL
Methamphetamine (M-AMP)	d-Methamphetamine	50 ng/mL
Benzodiazepines (BZO)	Oxazepam	10 ng/mL
Cocaine (COC)	Benzoylecgonine	20 ng/mL
Opiates (OPI)	Morphine	40 ng/mL
Marijuana (THC)	11-nor-Δ9-THC-9 COOH	12[3] ng/mL
Marijuana (THC)	Δ[3]-THC	100[4] ng/mL
Phencyclidine (PCP)	Phencyclidine	10 ng/mL

1. Lower than SAMHSA recommended guidelines
2. Meets SAMHSA cut-off levels
3. Redmed On-Site Oral and iScreen OFD THC detection
4. Certain THC detection includes improved sensitivity of parent THC.
5. RTL's product training certification ensures test collection, device testing and result interpretation are performed to a higher standard with manufacturer recommendation

On-site Screening Device FAQ's

What is the shelf life of the on-site screening devices?
The on-site screening devices have a shelf life of up to 24 months from the date of manufacture. The expiration date is indicated on each individual foil pouch and can be used up until that date.

How many on-site test devices come in a box?
There are 25 on-site test devices in each box.

Where can I find more training information?
Visit our website to easily train on-location and at your own speed. Our in-depth and interactive device training procedures will ensure you and your agency perform effective drug screens in a manner consistent with manufacturer recommendations. Once you've completed the device training, take a quiz to test your knowledge of a specific device. If you pass, you'll receive a Product Training Certificate[5].

How do I know the test device is working properly?
A control line will be present if the test is working properly. If a control line does not appear, repeat the test. Insufficient specimen volume or incorrect procedural techniques are most likely the reasons for control line failure. Review the procedure and repeat the test using a new device. If further assistance is required, please contact RTL via our toll-free hotline.

Do the results hold up in court?
The on-site device provides only a preliminary analytical test result. A more specific analytical method, preferably gas chromatography/mass spectrometry (GC/MS), must be used to obtain a confirmed analytical result. Any result, which is contested or used punitively, and especially, if taken to court, must be confirmed. To confirm by GC/MS, call Redwood Toxicology Laboratory at 800-255-2159.

Do the screening devices need refrigeration?
No, as stated on the "Storage and Stability" section of the product insert, the test device should be stored at 2° to 30C° (36-86°F) and will be effective until the expiration date.

Are there any cross-reactions?
Since screening methods, whether laboratory based or on-site, depend upon antibodies to react with specific drugs, reactions with unrelated drugs can also occur. For this reason, a more specific alternate method such as GC/MS must be used in order to obtain a confirmed analytical result. Our laboratory can provide a list of substances that may possibly produce false positive screening results.

REDWOOD TOXICOLOGY LABORATORY

support services

ESSENTIAL RESOURCES FOR YOUR DRUG SCREENING PROGRAM.

CUSTOMER SERVICE—Trained, professional customer support representatives are ready at our toll-free number to assist you promptly and courteously. When you call RTL, an actual person greets you—not a recording. Because our business is about people, we prefer to provide personal customer service.

EDUCATION AND TRAINING—Most testing errors occur during specimen collection and packaging. RTL provides effective education and training resources critical to your program's success. Need to train a team of people? We offer comprehensive training via telephone or web seminar sessions.

RESULT REPORTING—You can retrieve your results from RTL by U.S. mail, by fax or online. RTL's internet reporting application is the most efficient solution for managing and reviewing drug test results. Internet reports are available at no charge to our clients. *(See inset for details)*

SPECIMEN COLLECTION & SHIPPING SUPPLIES—Our complete set of supplies allow efficient and precise specimen collection and shipments to the lab. *(See inset for details)*

LAB TEST REQUEST FORM—Test requisition forms are created upon request for all new accounts. Pre-printed forms are prepared with your organization's information, ready for routing specimens directly to us. For your convenience, RTL offers 2-part and 3-part forms. Also available now, web chain of custody forms for seamless drug test collections and online reporting.

RANDOM SELECTION—RTL can generate a random selection of names or IDs for clients who require random prof drug tests.

THIRD PARTY INSURANCE BILLING—We offer convenient, third-party government insurance billing service to all qualifying clients. RTL is a Medicare and Medicaid provider for medical laboratory services.

INFORMATIONAL MATERIALS—RTL constantly communicates with our clients via website updates, newsletters, customer support materials, invoice inserts and e-mails. We always provide timely information regarding new tests and support services—to keep our clients up-to-date on the latest drug test options.

LITIGATION SERVICES—RTL offers expert witness services by affidavit, by telephone, or in court. RTL's certified, licensed toxicologists are court-approved (federal and state) experts in forensic toxicology, urine drug testing and oral fluid drug testing. Court testimony is available on any GC/MS or LC/MS/MS-confirmed drug test.

COLLECTION NETWORK—If you are a collection site or third party administrator and wish to work directly with RTL, please join our referral network. We'll work with your organization to develop a comprehensive drug test program that works for you and your clients.

SPECIMEN VALIDITY/ADULTERATION—RTL provides creatinine levels on every test. For additional fees, RTL will run the following tests: pH, nitrate and specific gravity. Your organization can be confident that specimens are valid and unaffected.

POSITIVE SPECIMEN STORAGE—Positive specimens are retained for up to 6 months, and 2 months for methadone accounts.

webtoxicology.com

ONLINE COLLECTION & REPORTING

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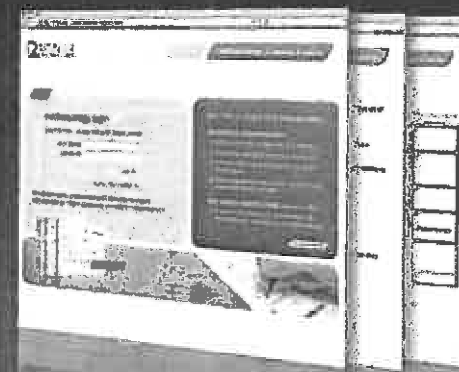

COLLECTION MANAGEMENT — [illegible]

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RESULT REPORTING — [illegible]

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Testing supplies

[illegible]

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Confidence through legally defensible test methods.

laboratory drug testing

Redwood Toxicology Laboratory, Inc. (RTL) is one of the largest single-location drug testing laboratories in the United States. Our mission is to help you create a reliable, cost-effective and scalable drug test program. We process more than 80,000 drug tests a week—providing confidence to thousands of clients nationwide. We never stop working to ensure your drug test program is a success.

THESE INDUSTRIES RELY ON US

- Criminal justice drug courts, corrections, probation, parole, and law enforcement
- Addiction treatment facilities, and dual-diagnosis counseling programs
- Medical facilities, clinics, hospitals, and behavioral health centers
- Schools, universities, colleges and athletic programs
- Small businesses, enterprises, staffing agencies and occupational centers
- Third party drug test administrators, and resellers

CERTIFICATIONS & LICENSURE

RTL is licensed and accredited by several state and federal agencies. To maintain our licensure, RTL undergoes regular on-site inspections and proficiency testing challenges.

- *U.S. Department of Health & Human Services/ Centers for Medicare & Medicaid Services*
- *State of California Dept. of Health Services*
- *American Association of Bioanalysts (AAB)*[1]
- *College of American Pathologists (CAP)*[1]
- *U.S. Department of Justice, Drug Enforcement Admin.*
- *State of Florida Agency for Health Care Administration*
- *Maryland Department of Health & Mental Hygiene*
- *Pennsylvania Department of Health*
- *State of Rhode Island and Providence Plantations*
- *Drug & Alcohol Testing Industry Association (DATIA)*[2]

1. Proficiency Testing Providers
2. Sustaining Corporate Member

"FIND OUT" IN 5 EASY STEPS

CREATE → ORDER → COLLECT → SEND → REVIEW

Whether you perform 10 or 10,000 drug tests per month, we will provide your agency with exceptional products, service & support.

Need to be sure? Try us for **FREE.** SEE BACK PAGE FOR FREE TRIAL OFFER.

REDWOOD TOXICOLOGY LABORATORY

REDWOOD TOXICOLOGY LABORATORY

Pricing Schedule
National Joint Powers Alliance (NJPA)
Contract# 011713 for Prescription Drugs with Related Goods and Services

Section I: Laboratory Drug & Alcohol Testing Services

Standard Urine Lab Tests

Available drugs for Standard Urine Lab Panels include: Alcohol (Ethanol)*, Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Opiates, PCP, and Propoxyphene.

LINE ITEM NUMBER	TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN A: EIA Screen Only	PRICE PER SPECIMEN B: EIA Screen + Automatic GC/MS or LC/MS/MS Confirmation on Positives at No Additional Charge
1	Varies	1	One Drug Standard Lab Panel	$3.25	N/A
2	Varies	4	Four Drug Standard Lab Panel	$3.74	$11.88
3	Varies	5	Five Drug Standard Lab Panel	$4.06	$12.24
4	Varies	6	Six Drug Standard Lab Panel	$4.23	$12.96
5	Varies	7	Seven Drug Standard Lab Panel	$4.39	$13.32
6	Varies	8	Eight Drug Standard Lab Panel	$4.55	$13.68
7	Varies	9	Nine Drug Standard Lab Panel	$4.70	$14.04
8	Varies	10	Ten Drug Standard Lab Panel	$4.80	$14.40
9	Varies	11	Eleven Drug Standard Lab Panel with Oxycodone	$5.76	$15.84
257	Varies	12	Twelve Drug Standard Lab Panel	$6.50	$16.58
258	Varies	12	Twelve Drug Standard Lab Panel with Buprenorphine	$13.75	$17.95
271	J72	14	Fourteen Drug Standard Lab Panel with Buprenorphine, Bath Salts, Tramadol & K2	N/A	$65.00
272	J75	14	Fourteen Drug Standard Lab Panel with Buprenorphine, EtG, Bath Salts, Tramadol & Synthetic Cannabinoids (K2)	N/A	$70.00
10	098	1	One Drug Lab Panel - Oxycodone	$5.00	N/A
11	N/A	1	Add Oxycodone to a Standard Lab Panel	$0.80	$8.64

***New Panel Codes may be added to accommodate future configurations available through RTL.*

Confirmation Tests

LINE ITEM NUMBER	TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
12	5XXX Code	1	GC/MS or LC/MS/MS Confirmation - cost per drug	$ 15.00
256	5047	1	GC-FID Alcohol Confirmation	$ 15.00
13	5845	1	Ecstasy (MDMA) Confirmation	$ 15.00
14	5102	1	PCP Confirmation	$ 15.00
15	5098	1	Oxycodone Confirmation	$ 15.00
273	V175	1	Amphetamines Rescreen	$ 4.00
274	V176	1	THC Rescreen	$ 4.00
275	V138	1	Opiates LC-MS/MS Qualitative Confirmation	$ 4.00

Clients may choose which way they would like to routinely run tests, depending on agency's drug testing policy requirements and/or positivity rates:

Option A: *Screening of RTL's standard laboratory tests is performed by enzyme immunoassay (EIA). No confirmation will be performed unless requested; GC/MS or LC/MS/MS confirmation on positives is available upon request for an additional fee as shown in the "Confirmation Tests" section above.*

Option B: *Initial screening is performed by EIA. GC/MS or LC/MS/MS confirmation on all positives is included at no additional charge.*

**Please note that our Alcohol (Ethanol) test can only be performed using an EIA screen with an automatic GC-FID confirmation. There will be no additional charge for the GC-FID confirmation, no matter which test option is used.*

REDWOOD TOXICOLOGY LABORATORY

Pricing Schedule
National Joint Powers Alliance (NJPA)
Contract# 011713 for Prescription Drugs with Related Goods and Services

Section 1: Laboratory Drug & Alcohol Testing Services

Specialty Urine Lab Tests

Specialty lab tests may be ordered in addition to a standard panel or as stand-alone tests. Please visit www.redwoodtoxicology.com or contact us at (800) 255-2159 for more information about our specialty tests and panels.

LINE ITEM NUMBER	TEST CODE	ORDER(S)	DESCRIPTION	PRICE PER SPECIMEN
16	P40	Multi	**Comprehensive Panel - Detects over 600 brand name prescription drugs, illicit drugs, and alcohol.** *GC/MS Confirmation available for additional fee of $20.00 per drug)	$ 50.00
288	P45	Multi	Comprehensive Panel - Detects over 600 brand name prescription drugs, illicit drugs, and alcohol. Screen Only. *GC/MS Confirmation available for additional fee of $20.00 per drug)	$ 45.00
289	646	1	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol Metabolite Test - Screened by EIA and confirmed by LC/MS/MS - Cutoff 500 ng/ML.	$ 15.00
17	647	1	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol Metabolite Test - Screened by EIA and confirmed by LC/MS/MS - Cutoff 100 ng/mL	$ 15.00
18	049	1	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) EIA Screen Only - Cutoff 500	$ 5.00
276	050	1	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) EIA Screen Only - Cutoff 100	$ 5.00
19	5747	1	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) - Confirmation Only	$ 12.50
20	6473	1	Synthetic Marijuana (K2/Spice)	$ 30.00
260	8474	30	Premium Synthetic Marijuana (K2/Spice) - (LC-MS/MS Test)	$ 45.00
261	5960	1	Mitragynine (Kratom) (LC-MS/MS Test)	$ 80.00
21	P81	3	Designer Stimulants - Basic Panel (MDPV, Mephedrone, Methylone)	$ 30.00
22	P80	21	Designer Stimulants - Expanded Panel	$ 40.00
23	5550	Multi	Steroid Testing	$ 50.00
25	330	1	pH - Adulterant Check	$ 0.50
26	331	1	Specific Gravity - Adulterant Check	$ 0.50
27	P69	1	Adulteration Panel - Creatinine, pH, & Specific Gravity	$ 1.00
28	092	1	Buprenorphine (BUP) (Screen Only)	$ 5.00
29	5292	1	Buprenorphine (BUP) (Confirmation)	$ 30.00
266	091	1	Tramadol (Screen Only)	$ 8.00
267	5212	1	Tramadol (LC-MS/MS Confirmation)	$ 15.00
30	5501	1	Ketamine	$ 10.50
31	5504	1	Fentanyl	$ 45.00
32	5503	1	GHB	$ 45.00
33	1163	1	LSD	$ 7.50
34	1273	1	Cotinine (Nicotine metabolite)	$ 6.75
36	2267	1	SOMA	$ 8.00
37	1243	1	Dextromethorphan (DXM)	$ 8.00
277	5243	1	Dextromethorphan (DXM) (Confirmation)	$ 25.00
278	090	1	Meperidine	$ 10.00
279	5757	1	Meperidine (Confirmation)	$ 25.00

Urine Collection & Shipping Supplies

RTL provides all necessary urine specimen collection and shipping supplies to its clients at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: Depending on the agency's needs, RTL can supply any of the following collection containers: 60 mL or 90mL bottles with lids and built-in temperature strips.
- Specimen baggies with absorbent material
- Preprinted Chain of Custody forms/labels & security seals
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

REDWOOD TOXICOLOGY LABORATORY

Pricing Schedule
National Joint Powers Alliance (NJPA)
Contract# 011713 for Prescription Drugs with Related Goods and Services

Section I: Laboratory Drug & Alcohol Testing Services

Standard Oral Fluid Lab Tests

***Available drugs for Standard Oral Fluids Lab Panels include:** Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methamphetamines (including Ecstasy), Opiates, Oxycodone, PCP, and THC (Marijuana).*

LINE ITEM NUMBER	TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
39	2101001	N/A	Oral Fluid Collection Device - must be purchased to perform oral fluid collection	$ 2.20
258	Varies	1	Buprenorphine - add to a screen only panel	$ 1.00
259	Varies	1	Buprenorphine - add to an automatic confirmation panel	$ 1.50
40	Varies	1	Oral Fluid GC/MS Confirmation cost per drug	$ 10.50
41	Varies	6	Oral Fluid Standard 6 Panel (Screen Only)	$ 7.00
42	Varies	6	Oral Fluid Standard 6 Panel (GC/MS Confirmed)	$ 12.50
43	Varies	7	Oral Fluid Standard 7 Panel (Screen Only)	$ 7.75
44	Varies	7	Oral Fluid Standard 7 Panel (GC/MS Confirmed)	$ 13.00
45	Varies	8	Oral Fluid Standard 8 Panel (Screen Only)	$ 8.50
46	Varies	8	Oral Fluid Standard 8 Panel (GC/MS Confirmed)	$ 13.70
47	Varies	9	Oral Fluid Standard 9 Panel (Screen Only)	$ 9.25
48	Varies	9	Oral Fluid Standard 9 Panel (GC/MS Confirmed)	$ 14.45
49	Varies	10	Oral Fluid Standard 10 Panel (Screen Only)	$ 10.00
50	Varies	10	Oral Fluid Standard 10 Panel (GC/MS Confirmed)	$ 15.20
51	Varies	11	Oral Fluid Standard 11 Panel (Screen Only)	$ 10.75
52	Varies	11	Oral Fluid Standard 11 Panel (GC/MS Confirmed)	$ 15.95

***New Panel Codes may be added to accommodate future configurations available through RTL.*

Oral Fluid Lab Tests with Synthetic Cannabinoids

LINE ITEM NUMBER	TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
53	F25	N/A	Synthetic Cannabinoids	$ 25.00
54	Varies	7	Oral Fluid Standard 7 with Synthetic Cannabinoid (Screen Only)	$ 32.00
55	Varies	7	Oral Fluid Standard 7 with Synthetic Cannabinoid (GC/MS Confirmed)	$ 37.50
56	Varies	8	Oral Fluid Standard 8 with Synthetic Cannabinoid (Screen Only)	$ 32.75
57	Varies	8	Oral Fluid Standard 8 with Synthetic Cannabinoid (GC/MS Confirmed)	$ 38.00
58	Varies	9	Oral Fluid Standard 9 with Synthetic Cannabinoid (Screen Only)	$ 33.50
59	Varies	9	Oral Fluid Standard 9 with Synthetic Cannabinoid (GC/MS Confirmed)	$ 38.70
60	Varies	10	Oral Fluid Standard 10 with Synthetic Cannabinoid (Screen Only)	$ 34.25
61	Varies	10	Oral Fluid Standard 10 with Synthetic Cannabinoid (GC/MS Confirmed)	$ 39.50
62	Varies	11	Oral Fluid Standard 11 with Synthetic Cannabinoid (Screen Only)	$ 35.00
63	Varies	11	Oral Fluid Standard 11 with Synthetic Cannabinoid (GC/MS Confirmed)	$ 40.95

***New Panel Codes may be added to accommodate future configurations available through RTL.*

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at no charge for ground service delivery to locations in the continental U.S. Expedited shipping of supplies will be charged on an 'at cost' basis. Alaska, Hawaii, Puerto Rico, and other non-continental U.S. locations will also be charged for shipping on an 'at cost' basis. FOB Destination.

Specimen Shipment to RTL: For locations in the continental U.S., next day air service of inbound specimens sent to RTL for 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. Less than five (5) specimens sent to the lab by next day air service will be assessed a seven dollar ($7.00) charge per shipment. 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.

REDWOOD TOXICOLOGY LABORATORY

Pricing Schedule
National Joint Powers Alliance (NJPA)
Contract# 011713 for Prescription Drugs with Related Goods and Services

Section II: On-Site Drug & Alcohol Screening Devices

REDITEST PANEL-DIP SUBSTANCE ABUSE TEST DEVICE

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
64	01 102 0018	1	PANEL DIP 01 AMPHETAMINES 1000 (AMP 1000)	$0.39	$0.34	$8.50
65	01 102 0019	1	PANEL DIP 01 BARBITURATES 300 (BAR)	$0.39	$0.34	$8.50
66	01 102 0022	1	PANEL DIP 01 BENZODIAZEPINES 300 (BZO)	$0.39	$0.34	$8.50
67	01 102 0189	1	PANEL DIP 01 COCAINE 150 (COC 150)	$0.39	$0.34	$8.50
68	01 102 0001	1	PANEL DIP 01 COCAINE 300 (COC 300)	$0.39	$0.34	$8.50
69	01 102 0036	1	PANEL DIP 01 ECSTASY 500 (MDMA)	$0.39	$0.34	$8.50
70	01 102 0004	1	PANEL DIP 01 MARIJUANA 50 (THC)	$0.39	$0.34	$8.50
71	01 102 0020	1	PANEL DIP 01 METHADONE 300 (MTD)	$0.39	$0.34	$8.50
72	01 102 0190	1	PANEL DIP 01 METHAMPHETAMINES 500 (MAMP 500)	$0.39	$0.34	$8.50
73	01 102 0002	1	PANEL DIP 01 METHAMPHETAMINES 1000 (MAMP 1000)	$0.39	$0.34	$8.50
74	01 102 0003	1	PANEL DIP 01 OPIATES 300 (MOP 300)	$0.39	$0.34	$8.50
75	01 102 1977	1	PANEL DIP 01 OPIATES 2000 (OPI 2000)	$0.39	$0.34	$8.50
76	01 102 0037	1	PANEL DIP 01 OXYCODONE 100 (OXY)	$0.39	$0.34	$8.50
77	01 102 0021	1	PANEL DIP 01 PHENCYCLIDINE 20 (PCP)	$0.39	$0.34	$8.50
78	01 102 1971	1	PANEL DIP 01 PROPOXYPHENE 300 (PPX)	$0.39	$0.34	$8.50
79	01 102 0023	1	PANEL DIP 01 TRICYCLIC ANTIDEPRESSANTS 1000 (TCA)	$0.39	$0.34	$8.50
80	01 102 0173	1	PANEL DIP 01 BUPRENORPHINE 10 (BUP)	$0.94	$0.82	$20.50
81	01 191 6335	1	PANEL DIP 01 K2 SPICE - *For Forensic Use Only*	$4.40	$3.83	$95.75
281	01 501 0008	1	PANEL DIP 01 EtG (CUTOFF 500 ng/mL) - *For Forensic Use Only*	$3.50	$2.98	$74.38
282	01 501 0009	1	PANEL DIP 01 FENTANYL (CUTOFF 200 ng/mL) - *For Forensic Use Only*	$2.50	$2.13	$53.13
82	01 102 0005	2	PANEL DIP 02 COC300/MOP300	$0.79	$0.69	$17.25
83	01 102 0006	2	PANEL DIP 02 COC300/THC	$0.79	$0.69	$17.25
84	01 102 0007	2	PANEL DIP 02 COC300/MAMP1000	$0.79	$0.69	$17.25
85	01 102 0008	2	PANEL DIP 02 MAMP1000/THC	$0.79	$0.69	$17.25
86	01 102 0030	2	PANEL DIP 02 MAMP1000/MOP300	$0.79	$0.69	$17.25
87	01 102 0191	2	PANEL DIP 02 COC150/THC	$0.79	$0.69	$17.25
88	01 102 0192	2	PANEL DIP 02 MAMP500/THC	$0.79	$0.69	$17.25
89	01 102 0009	3	PANEL DIP 03 COC300/MAMP1000/THC	$1.01	$0.88	$22.00
90	01 102 0010	3	PANEL DIP 03 COC300/MOP300/THC	$1.01	$0.88	$22.00
91	01 102 0011	3	PANEL DIP 03 MAMP1000/MOP300/THC	$1.01	$0.88	$22.00
92	01 102 0014	3	PANEL DIP 03 COC300/MAMP1000/MOP300	$1.01	$0.88	$22.00
93	01 102 0193	3	PANEL DIP 03 COC150/MAMP500/THC	$1.01	$0.88	$22.00
94	01 102 0194	3	PANEL DIP 03 COC150/MOP300/THC	$1.01	$0.88	$22.00
95	01 102 0012	4	PANEL DIP 04 COC300/MAMP1000/MOP300/THC	$1.33	$1.16	$29.00
96	01 102 0032	4	PANEL DIP 04 AMP1000/COC300/MOP300/THC	$1.33	$1.16	$29.00
97	01 102 0195	4	PANEL DIP 04 COC150/MAMP500/MOP300/THC	$1.33	$1.16	$29.00
98	01 102 0199	4	PANEL DIP 04 AMP1000/COC150/MOP300/THC	$1.33	$1.16	$29.00
99	01 102 0013	5	PANEL DIP 05 COC300/MAMP1000/MOP300/PCP/THC	$1.63	$1.42	$35.50
100	01 102 0015	5	PANEL DIP 05 BZO/COC300/MAMP1000/MOP300/THC	$1.63	$1.42	$35.50
101	01 102 0033	5	PANEL DIP 05 AMP1000/COC300/MOP300/PCP/THC	$1.63	$1.42	$35.50
102	01 102 0034	5	PANEL DIP 05 AMP1000/COC300/MAMP1000/MOP300/THC	$1.63	$1.42	$35.50
103	01 102 0047	5	PANEL DIP 05 AMP1000/COC300/OPI2000/PCP/THC	$1.63	$1.42	$35.50
104	01 102 0201	5	PANEL DIP 05 AMP1000/COC150/MAMP500/MOP300/THC	$1.63	$1.42	$35.50
105	01 102 0196	5	PANEL DIP 05 COC150/MAMP500/MOP300/PCP/THC	$1.63	$1.42	$35.50
106	01 102 0200	5	PANEL DIP 05 AMP1000/COC150/MOP300/PCP/THC	$1.63	$1.42	$35.50
107	01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	$1.91	$1.66	$41.50
108	01 102 0017	6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	$1.91	$1.66	$41.50
109	01 102 0024	6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	$1.91	$1.66	$41.50
110	01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	$1.91	$1.66	$41.50
111	01 102 0174	6	PANEL DIP 06 AMP300/COC150/MAMP500/MDMA/MOP300/THC	$1.91	$1.66	$41.50
112	01 102 0175	6	PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC	$1.91	$1.66	$41.50
113	01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC	$1.91	$1.66	$41.50
114	01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC	$1.91	$1.66	$41.50

REDWOOD TOXICOLOGY LABORATORY

Confidential Pricing

Pricing Schedule
National Joint Powers Alliance (NJPA)
Contract# 011713 for Prescription Drugs with Related Goods and Services

Section B: On-Site Drug & Alcohol Screening Devices

REDITEST PANEL-DIP SUBSTANCE ABUSE TEST DEVICE (CONTINUED)

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
115	01 102 0085	7	PANEL DIP 07 AMP1000/BZO/COC150/MOP300/PCP/TCA/THC	$2.22	$1.93	$48.25
116	01 102 0176	7	PANEL DIP 07 BZO/COC150/MAMP500/MDMA/MOP300/OXY/THC	$2.22	$1.93	$48.25
117	01 102 0177	7	PANEL DIP 07 AMP1000/COC150/MAMP500/MDMA/MOP300/OXY/THC	$2.22	$1.93	$48.25
118	01 102 0178	7	PANEL DIP 07 AMP1000/COC150//MAMP500/MDMA/MOP300/PCP/THC	$2.22	$1.93	$48.25
119	01 102 0169	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MDMA/MOP300/OXY/THC	$2.52	$2.19	$54.75
120	01 102 0179	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	$2.52	$2.19	$54.75
121	01 102 1989	8	PANEL DIP 08 AMP300/COC150/MAMP500/MOP300/PCP/PPX/OXY/THC	$2.52	$2.19	$54.75
122	01 102 1970	9	PANEL DIP 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC	$2.82	$2.45	$61.25
123	01 102 0180	9	PANEL DIP 09 AMP1000/BUP/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	$2.82	$2.45	$61.25
124	01 102 0181	9	PANEL DIP 09 AMP300/BZO/COC150/MAMP500/MDMA/MOP300/OXY/PCP/THC	$2.82	$2.45	$61.25
125	01 102 0025	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MOP300/PCP/TCA/THC	$3.13	$2.72	$68.00
126	01 102 0138	10	PANEL DIP 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	$3.13	$2.72	$68.00
127	01 102 0182	10	PANEL DIP 10 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/ THC	$3.13	$2.72	$68.00
128	01 102 0183	10	PANEL DIP 10 BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/PCP/THC	$3.13	$2.72	$68.00
129	01 102 1943	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/MTD/MDMA/ THC	$3.13	$2.72	$68.00
130	01 102 0184	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PCP/ OXY/THC	$3.75	$3.26	$81.50
131	01 102 0185	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/OPI2000/MAMP1000/MTD/OXY/ PCP/THC	$3.75	$3.26	$81.50
132	01 102 0186	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PPX/ OXY/THC	$3.75	$3.26	$81.50
133	01 102 0187	11	PANEL DIP 11 AMP300/BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/ PCP/THC	$3.75	$3.26	$81.50
134	01 102 0141	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/OXY/ PCP/PPX/THC	$4.37	$3.80	$95.00
135	01 102 0188	12	PANEL DIP 12 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/ OXY/PCP/THC	$4.37	$3.80	$95.00
136	01 102 1957	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/MTD/OXY/ PCP/PPX/THC	$4.37	$3.80	$95.00

QuickTox® Drug Screen Dipcards

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
217	01 577 0115	9	THC50/COC300/OPI300/MET500/AMP1000/BZO300/BAR300/MTD300/OXY100	$5.38	$4.57	$114.25
218	01 577 0100	11	THC50/COC300/OPI300/MET500/AMP1000/PCP25/BZO300/BAR300/MTD300/ OXY100/MDMA500	$6.51	$5.53	$138.25

QuickTox® Drug Screen Dipcards With Adulteration Tests

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
220	01 577 0177	9	THC50/COC300/OPI2000/MET1000/AMP1000/PCP25/BZO300/BAR300/MTD300 + CR/NI/PH/OX	$6.35	$5.40	$135.00

REDWOOD TOXICOLOGY LABORATORY

Pricing Schedule
National Joint Powers Alliance (NJPA)
Contract# 011713 for Prescription Drugs with Related Goods and Services

Section II: On-Site Drug & Alcohol Screening Devices

Fastect® II Drug Screen Dipstick Tests

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (50/BOX)
222	01 577 0107	1	THC50	$1.20	$1.02	$51.00
223	01 577 0108	1	COC300	$1.20	$1.02	$51.00
224	01 577 0117	1	OPI300	$1.20	$1.02	$51.00
225	01 577 0118	1	AMP1000	$1.20	$1.02	$51.00
226	01 577 0109	1	MET500	$1.20	$1.02	$51.00
227	01 577 0119	1	PCP25	$1.20	$1.02	$51.00
228	01 577 0120	1	BZO300	$1.20	$1.02	$51.00
229	01 577 0121	1	BAR300	$1.20	$1.02	$51.00
230	01 577 0122	1	MTD300	$1.20	$1.02	$51.00
232	01 577 0124	1	MDMA500	$1.20	$1.02	$51.00
233	01 577 0103	1	OXY100	$1.20	$1.02	$51.00
234	01 577 0112	1	BUP10	$1.20	$1.02	$51.00
235	01 577 0102	1	K2 (NEW) (10NG/ML)	$1.20	$1.02	$51.00
236	01 577 0125	2	THC50/COC300	$2.26	$1.92	$96.00
239	01 577 0128	3	THC50/COC300/OPI300 (50/box)	$3.92	$3.33	$166.50
241	01 577 0130	3	THC50/COC300/MET500 (50/box)	$3.92	$3.33	$166.50
243	01 577 0132	4	BAR300/BZO300/MTD300/OXY100	$5.20	$4.42	$221.00
244	01 577 0133	4	THC50/COC300/OPI300/BZO300	$5.20	$4.42	$221.00
245	01 577 0134	4	THC50/COC300/OPI300/MET500	$5.20	$4.42	$221.00
246	01 577 0135	4	BZO300/COC300/OPI300/MTD300	$5.20	$4.42	$221.00

CASSETTE SUBSTANCE ABUSE TEST DEVICE

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
137	01 102 2042	5	CASSETTE 05 AMP/COC/MAMP/OPI/THC - CLIA WAIVED	$1.63	$1.42	$35.50
138	01 102 0166	6	CASSETTE 06 AMP/COC/MAMP/OPI/PCP/THC	$1.91	$1.66	$41.50
139	01 102 1979	10	CASSETTE 10 AMP/BAR/BZO/COC/MAMP/MDMA/MTD/OPI/PCP/THC	$3.13	$2.72	$68.00
140	01 102 2041	10	CASSETTE 10 AMP/BAR/BZO/COC/MAMP/MTD/OPI/OXY/PCP/THC	$3.13	$2.72	$68.00
141	01 102 1938	11	CASSETTE 11 AMP/BAR/BZO/COC/MDMA/MOP/OXY/PCP/PPX/TCA/THC - CLIA WAIVED	$7.64	$6.64	$166.00

ICUP® SUBSTANCE ABUSE TEST DEVICE – without adulteration

LINE ITEM	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
262	01 102 2295	9	ICUP® 09 MDMA500/MOP300/PCP25/BZO300/BAR300/COC150/MAMP500/ THC50/OXY100	$10.40	$3.11	$77.75
142	01 102 2020	10	ICUP® 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/OXY/ PPX/THC	$3.76	$3.27	$81.75
143	01 102 2055	10	ICUP® 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/THC	$3.76	$3.27	$81.75
263	01 102 2292	10	ICUP® 10 Mamp1000/COC300/THC50/MDMA500/MOP300/PCP25/BZO300/ BAR300/MTD300/OXY100	$11.24	$3.27	$81.75
264	01 102 2293	10	ICUP® 10 Mamp1000/COC150/THC50/MDMA500/MOP300/BUP10/BZO300/ BAR300/MTD300/OXY100	$11.24	$3.27	$81.75
265	01 102 2294	11	ICUP® 11 Mamp1000/COC150/THC500/MDMA500/MOP300/PCP25/BZO300/ BAR300/MTD300/OXY100/ BUP10	$12.12	$4.25	$106.25
144	01 102 2028	13	ICUP® 13 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MTD/OPI2000/ OXY/PCP/PPX/TCA/THC	$5.88	$5.11	$127.75

ICUP® A.D. SUBSTANCE ABUSE TEST DEVICE – with adulteration

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
145	01 102 2032	4	ICUP® A.D. 04 COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH) - CLIA WAIVED	$2.65	$2.30	$57.50
146	01 102 2033	4	ICUP® A.D. 04 AMP1000/COC150/MAMP500/THC w/adulteration (OX, CR, PH)	$2.65	$2.30	$57.50
147	01 102 2021	5	ICUP® A.D. 5 AMP1000/COC300/MAMP1000/MOP300/THC w/adulteration (OX, SG, PH)	$2.65	$2.30	$57.50
148	01 102 2034	5	ICUP® A.D. 5 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH) - CLIA	$2.65	$2.30	$57.50
149	01 102 2035	5	ICUP® A.D. 5 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX, SG, PH) - CLIA WAIVED	$2.65	$2.30	$57.50
150	01 102 2036	5	ICUP® A.D. 5 COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH) - CLIA WAIVED	$2.65	$2.30	$57.50
151	01 102 2022	6	ICUP® A.D. 6 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	$2.92	$2.54	$63.50
152	01 102 2023	6	ICUP® A.D. 6 AMP1000/COC/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH) - CLIA WAIVED	$2.92	$2.54	$63.50
153	01 102 2037	6	ICUP® A.D. 06 AMP300/COC300/MDMA/OPI2000/OXY/THC w/adulteration (OX, SG, PH)	$2.92	$2.54	$63.50
154	01 102 2038	8	ICUP® A.D. 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC w/adulteration	$3.38	$2.94	$73.50
155	01 102 2069	8	ICUP® A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration	$3.38	$2.94	$73.50
266	01 102 2291	8	ICUP® A.D. 08 MDMA500/MOP300/OXY100/BZO300/BAR300/MAMP1000/ COC300/THC50 +	$10.36	$2.94	$73.50
156	01 102 2039	9	ICUP® A.D. 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC	$3.66	$3.18	$79.50
157	01 102 2074	10	ICUP® A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PPX/THC w/adulteration (OX, CR, PH)	$3.76	$3.27	$81.75
158	01 102 2129	10	ICUP® A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/THC w/adulteration (OS, SG, PH, NI, GL, CR)	$3.76	$3.27	$81.75
159	01 102 2027	12	ICUP® A.D. AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC w/adulteration (OX, SG, PH)	$5.29	$4.60	$115.00

REDWOOD TOXICOLOGY LABORATORY

Confidence in Testing

Pricing Schedule
National Joint Powers Alliance (NIPA)
Contract# 011713 for Prescription Drugs with Related Goods and Services

Section III: On-Site Drug & Alcohol Screening Devices

INTEGRATED CUPS II SUBSTANCE ABUSE TEST DEVICE

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
169	01 102 2001	4	EZ CUP II 04 COC300/MAMP1000/OPI2000/THC - *CLIA WAIVED*	$2.65	$2.30	$57.50
170	01 102 1974	5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX/SG/PH/NI/GL,CR) - *CLIA WAIVED*	$2.65	$2.30	$57.50
171	01 102 2005	5	EZ CUP II 05 COC300/MAMP1000/OPI2000/PCP/THC - *CLIA WAIVED*	$2.65	$2.30	$57.50
172	01 102 2018	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC - *CLIA WAIVED*	$2.65	$2.30	$57.50
173	01 102 2048	5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC - *CLIA WAIVED*	$2.65	$2.30	$57.50
174	01 102 2051	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH, NI, GL, CR) - *CLIA WAIVED*	$2.65	$2.30	$57.50
175	01 102 2141	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH) - *CLIA WAIVED*	$2.65	$2.30	$57.50
176	01 102 1984	6	EZ CUP II 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	$2.92	$2.54	$63.50
177	01 102 2007	6	EZ CUP II 06 COC300/MAMP1000/MDMA/OPI2000/OXY/THC	$2.92	$2.54	$63.50
178	01 102 2008	8	EZ CUP II 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC	$3.38	$2.94	$73.50
179	01 102 2140	9	EZ CUP II 09 BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PPX/THC w/adulteration (OX, SG,	$3.66	$3.18	$79.50
180	01 102 1985	10	EZ CUP II 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MTD/OPI2000/PCP/THC	$3.76	$3.27	$81.75
181	01 102 2096	12	EZ CUP II 12 AMP1000/BAR/BUP/BZO/COC150/MAMP1000/MDMA/MOP300/MTD/ OXY/PPX/THC	$5.29	$4.60	$115.00

ToxCup® Drug Screen Cups

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
280	01 577 0201	14	AMP1000/BAR300/BUPG10/BZO300/COC150/MDMA500/MET500/MTD300/OPI300/OXY100/ PCP25/PPX300/TCA1000/THC50	$15.16	$12.89	$322.15

ToxCup® Drug Screen Cups With Adulteration Tests

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
281	01 577 0203	12	THC50/COC150/OPI300/METH500/AMP500/BZO300/BUP10/TCA1000/MTD300/BAR300OXY1 00/MDMA500 w/adulteration (CR,NI,PH,GL,SG)	$6.96	$5.29	$132.25

ToxCup® Drug Screen Cups

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
247	01 577 0188	6	THC50/COC300/OPI2000/PCP25/AMP1000/MET1000	$8.84	$8.36	$209.00
248	01 577 0101	7	THC50/COC300/OPI300/MET500/BZO300/BAR300/OXY100	$10.76	$9.35	$228.75

ToxCup® Drug Screen Cups With Adulteration Tests

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
249	01 577 0195	5	THC50/COC300/OPI300/MET500/AMP1000 + CR/NI/PH/OX	$11.04	$9.38	$234.50

IMMUTEST SUBSTANCE ABUSE TEST DEVICE – with adulteration

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
197	01 191 6328	5	ImmuTest Cup 05 AMP1000/BZO300/COC300/OPI2000/THC50 w/adulteration (CR, NI, PH, GL, SG) - *CLIA WAIVED*	$3.68	$3.20	$80.00

ORAL FLUID DRUGS OF ABUSE - *For Forensic Use Only (FFUO)*

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
182	01 102 2024	5	IScreen® Oral Fluid Device AMP50/COC20/MAMP50/OPI40/THC12 - *For Forensic Use Only*	$6.58	$5.72	$143.00
183	01 102 2025	6	IScreen® Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC12 - *For Forensic Use Only*	$6.97	$6.06	$151.50
185	01 102 1960	6	OrAlert® 6 Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC100 - *For Forensic Use Only*	$5.88	$5.11	$127.75
186	01 102 2083	6	OrAlert® 6 Oral Fluid Device AMP50/BZO10/COC20/MAMP50/OPI40/THC100 - *For Forensic Use Only*	$5.88	$5.11	$127.75
254	01 577 0170	4	OratectXP™ Oral Fluid Drug Screen DeviceTHC40/MET25(MDMA25)/COC20/OPI10 - *For Forensic Use Only*	$13.80	$11.73	$293.25
283	01 501 0003	7	uScreen OFD 07 ALC.02/BUP5/COC20/MAMP50/OPI40/OXY20/THC50 – *For Forensic Use Only*	$7.90	$6.72	$168.00
284	01 501 0004	9	uScreen OFD 09 BZO10/BUP5/COC20/MAMP50/MDMA50/OPI40/OXY20/THC50/K2-20 – *For Forensic Use Only*	$10.60	$9.01	$225.25
285	01 501 0005	10	uScreen OFD 10 AMP50/BUP5/BZO10/COC20/MAMP50/MTD30/OPI40/OXY20/PCP10/THC50 – *For Forensic Use Only*	$9.70	$8.25	$206.25
286	01 501 0006	11	uScreen OFD 11 ALC.02/THC50/COC20/OPI40/AMP50/MAMP50/BAR50/BZO10/BUP5/MTD30/OXY20 – *For Forensic Use Only*	$9.70	$8.25	$206.25
287	01 501 0007	12	uScreen OFD 12 ALC.02/AMP50/BAR50/BZO10/BUP5/COC20/MAMP50/MDMA50/OPI40/OXY20/THC50/K2-20 – *For Forensic Use Only*	$12.40	$10.54	$263.50

ORAL FLUID DRUGS OF ABUSE - *FDA Cleared*

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
255	01 577 0105	6	Oratect® Oral Fluid Drug Screen Device THC40/MET50/COC20/AMP50/OPI40/PCP10	$11.50	$9.78	$244.50

REDWOOD TOXICOLOGY LABORATORY

Pricing Schedule
National Joint Powers Alliance (NJPA)
Contract# 011713 for Prescription Drugs with Related Goods and Services

Section II: On Site Drug & Alcohol Screening Devices

SALIVA/BREATH ALCOHOL PRODUCTS

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
187	01 362 0001	N/A	Instant Alcohol Saliva Test Strip - *For Forensic Use Only*	$0.94	$0.82	$20.50
188	01 532 0020	N/A	ACON Breath Alcohol Device .02	$2.70	$2.35	$58.75
189	01 094 0055	N/A	Alco-Screen Test (24/box)	$1.59	$1.38	$33.12
190	01 094 0056	N/A	Alco-Screen .02 DOT Approved Alcohol Saliva (24/box)	$1.59	$1.38	$33.12

AlcoMate® Premium 7000 Breath Alcohol Test

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE
268	01 581 7000	N/A	AlcoMate Kit - AL 7000 F Kit	$161.00	$140.00	N/A
269	01 581 7001	N/A	AlcoMate Sensor Replacement (PRISM Sensor 200-250 Tests)	$40.00	$34.00	N/A
270	01 581 7050	N/A	AlcoMate Replacement Mouth Pieces (50/pack)	$26.00	$22.00	N/A

REDISMOKE, PREGNANCY & ADULTERATION

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
191	01 102 0140	1	Urine **Cotinine** (Nicotine Metabolite) Cassette Device - *For Forensic Use Only*	$1.00	$0.87	$21.75
192	01 102 1950	N/A	Urine **Pregnancy** Cassette (40/Box) - CLIA WAIVED	$1.18	$1.03	$41.20
193	01 107 1910	7	One **Step Validity** Test (Seven Parameter) - *For Forensic Use Only*	$0.81	$0.70	$17.50

COLLECTION SUPPLIES

LINE ITEM NUMBER	PART NUMBER	DRUG(S)	CONFIGURATION	LIST PRICE	PRICE PER DEVICE	BOX PRICE (25/BOX)
194	031224	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	$0.26	$0.23	$5.75
195	031380	N/A	6.5 oz/ Graduated Beaker	$0.13	$0.11	$2.75
196	031258	N/A	Temperature Strip	$0.08	$0.07	$1.75

Device Order Shipping and Handling: Device orders will be shipped at no charge for ground service delivery to locations in the continental U.S.. Expedited shipping of device orders will be charged on an 'at cost' basis. Alaska, Hawaii, Puerto Rico, and other non-continental U.S. locations will also be charged for shipping on an 'at cost' basis. FOB Destination.

www.njpacoop.org

National Joint Powers Alliance®

202 12th Street NE
P.O. Box 219
Staples, MN 56479

FOR IMMEDIATE RELEASE
NJPA Contract Award Announcement

REDWOOD TOXICOLOGY LABORATORY™
an Alere company.

Vendor Awarded NJPA National Contract for Drug and Alcohol Testing
NJPA *contract #011713-RTL was recently awarded by the NJPA Board of Directors. NJPA contracts are nationally solicited, competitively bid and awarded on behalf of NJPA current and potential government and education member agencies.*

Staples, MN – April 15, 2013 – The National Joint Powers Alliance® (NJPA) is pleased to announce its exclusive contract award for drug and alcohol testing. One of the nation's premier forensic drug testing facilities, Redwood Toxicology Laboratory, Inc. (RTL) offers reliable and cost effective drug and alcohol testing options. RTL's key offerings include a versatile array of on-site drug testing products and a full suite of laboratory testing solutions. As the nation's largest single-location toxicology laboratory, RTL's success is attributed to excellence in customer service, reliability of results, and focus on client satisfaction.

Mike Hajek, NJPA Director of Contracts and Marketing, commented, "I am confident we have awarded the *right* company for our member agencies. NJPA is focused on providing the "best in class" vendors our members deserve and Redwood is certainly that."

About Redwood Toxicology Laboratory, Inc.:
Redwood Toxicology Laboratory, Inc. looks forward to the opportunity of providing our drug testing services and products to the NJPA community. Drug testing is a critical requirement for many of NJPA's member agencies. The breadth and scope of our service offering, including our urine and oral fluid testing options, will serve this important need. As the largest single-location drug testing laboratory in the nation, Redwood is uniquely positioned to provide exceptional toxicology services and quality products to the NJPA community.

About NJPA:
The National Joint Powers Alliance® (NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 50,000 Member agencies enjoy the value and commitment of the world-class NJPA awarded vendors. Go to www.njpacoop.org to join NJPA at no cost, obligation or liability. Learn more about the now over 150 contract solutions available to our Member Agencies.

Contact: David Duhn, Lead Contract Manager | 218-894-5469 | david.duhn@njpacoop.org

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: Redwood Toxicology Laboratory, Inc.

Questionnaire completed by: Gina Mazzocco, Senior Bid Analyst/ Mary Tardel, Director of Business Development

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

1) Why did you respond to this RFP?

RTL provides a comprehensive suite of on-site devices and laboratory-based services for drugs of abuse testing in urine and oral fluids. RTL is responding to this RFP because we feel that the types of products and services that we provide could truly benefit the members of NJPA. A resulting contract would also offer RTL the opportunity to continue revenue growth in the government marketplace. Although RTL's particular niche is not directly in the prescription drug market, we believe that our ability to provide drugs of abuse testing for prescription drugs would be a beneficial complementary service that your members could utilize to detect use and abuse at their agencies. Our products and services would be useful for any number of government agencies, but are especially pertinent in rehabilitation-based agencies such as health, behavioral health, and social service departments or for criminal justice agencies such as departments of corrections, community corrections, probation/parole, sheriff's departments, and courts. Overall, we believe that RTL can add value, as well as a wider breadth and depth, to the portfolio of products and services that NJPA offers as part of their "Prescription Drugs with Related Goods and Services" selection.

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

Should RTL be awarded a contract, our primary expectation is that we would increase revenue by providing high-quality services and products to NJPA participating entities. RTL is a key player in the government drug testing arena. As such, we are very familiar with the inner workings of public procurement processes. We are hopeful that an NJPA contract would give us the opportunity to offer our products and services in states and counties currently unable to purchase our products because of competitive requirement restrictions and/or a lack of resources to develop their own competitive bids. We would enter into this opportunity with NJPA knowing that RTL will need to take a proactive role in contacting and acquiring business. Much of our strength and success lies in our dynamic and persistent sales staff, our targeted marketing, and our precision in identifying prime opportunities. It would be our goal to strategize market opportunities with NJPA as well as proactively tackle the sales opportunities that this contract would provide.

3) Provide the full legal name, address, tax identifications number, and telephone number for your business.

Redwood Toxicology Laboratory, Inc.
3650 Westwind Boulevard
Santa Rosa, CA 95403-1066
[redacted]
Toll Free: (800) 255-2159

4) Provide a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) for your organization.

RTL is a subsidiary of Alere Inc., a publically traded company. You may review Alere's SEC 10-K filing at http://www.alere.com/us/en/about/investor-relations/sec-filings-and-financials.html. We have also provided an abridged copy of this report with our response; please see the document entitled "Alere SEC 10-K Filings 02-29-2012" to review the financials.

5) **Does your company name match the name identified on your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available)? If no, why not?**

As stated above, RTL is a subsidiary of Alere Inc., which is the name that appears on the SEC 10-K filing. RTL appears under the "Toxicology" section on pages 6 and 7 of the financials document.

6) **Provide a brief history of your company that includes your company's core values and business philosophy.**

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, our initial vision was to liberate the government and rehabilitation marketplace by offering affordable and timely testing options, in direct competition with larger, national laboratories that were charging exorbitant fees and taking several days to weeks to provide testing results. In less than fifteen years, RTL had established itself as one of the key market leaders, resulting in our acquisition by Alere, Inc. With our considerable experience performing forensic toxicology analyses and selling instant on-site devices, our highly qualified staff, state of the art scientific instrumentation, excellent client services, and extensive quality assurance/quality control procedures, RTL supplies agencies across the nation with the ultimate in quality drug testing.

RTL's primary mission is to provide accurate and timely drug quality testing services to aid in the detection of drug abuse and hopeful rehabilitation of individuals in communities across the nation. Our utmost goal is the satisfaction of our customers and retention of the business relationships that we build. We think our numbers speak strongly to the quality of our products and services, as well as to the satisfaction of our customers. Currently, RTL is the largest single-location drug testing laboratory in the United States, processing over 85,000 urine and oral fluid specimens at our Santa Rosa, CA facility each week, or over 4 million tests each year. In addition to our comprehensive lab services, RTL offers a complete line of instant on-site devices; we sell more than 9 million of our on-site devices each year. RTL has a strong national presence in the drug testing marketplace and currently holds over two dozen state-level contracts for lab services and on-site devices. All told, RTL has more than 15,000 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.

RTL's core values really go back to our roots as a company. RTL started as a small local business in Santa Rosa, California, in 1994. In 2007, our success prompted Alere Inc. to purchase our company, to integrate our quality suite of products and services into their overall health management offering. Despite the shift in ownership, RTL's mission, primary leadership team and values did not change. If anything, RTL now endeavors to be recognized as a company with the resources and endurance of a large global corporation, but with the customer-centric focus of a small local business.

One of the ways in which we continually distinguish ourselves from other vendors is through the personal touch we offer to our clients and the total relationship care that we provide. Our Sales Department, Laboratory Management Team and Client Services Departments are still staffed by many employees who have been with the laboratory since our inception. These long-standing employees not only provide their expertise to our clients, but a strong sense of stability and friendship to our clients.

RTL takes pride in our proactive communication, educational updates, and general accessibility as a resource for our customers. Our overall aim is to help our clients understand the kinds of drug abuse problems that exist in their communities and to understand the types of tests available to detect and monitor use. Essentially, our business philosophy is to do right by our customers and our communities.

[redacted]

[redacted]

7) **Provide profiles and an organizational chart for key management, sales management and marketing executives of your company that will oversee and ensure the successful implementation, execution and operation of a Contract resulting from this RFP.**

Below are brief profiles for the key management, sales management, and marketing executives that will oversee the implementation of a contract resulting from this RFP. An organizational chart has also been included with our response: please see the document entitled "RTL Organizational Chart."

Mary Tardel, Director of Business Development: With over 11 years of experience at RTL, Mary Tardel is RTL's most knowledgeable resource regarding targeted sales strategies and business development. Mary has worked extensively with government contracts and other high revenue initiatives. Mary directs the Business Development Department, which is responsible for negotiating contracts, responding to bid opportunities and developing unique revenue growth opportunities. Over the years, Mary has developed an invaluable knowledge-base regarding federal, national, state, county, and local procurement opportunities. Should RTL be awarded a contract, Mary will take the lead in working with NJPA to develop a plan for contacting and pursuing current NJPA members, as well as identifying potential new NJPA members who could utilize the contract.

Staci Hart, Director of Sales: Staci Hart has been at RTL for over 9 years. In that time, she has worked exclusively in sales, managing RTL's highest revenue clients and leading a growing regional sales team. Staci currently manages a team of 21 account executives and account managers, all of whom will be available resources for an NJPA contract. If RTL is awarded a contract, Staci will direct her team in the pursuit of new business through the contract, the implementation of RTL's sales strategy, and the daily sales operation of NJPA member accounts.

Sean Kobayashi, Director of Marketing: Sean Kobayashi has been RTL's Director of Marketing for the past ten years. Sean oversees marketing initiatives including email campaigns, press releases, sponsorships, website content, advertisements, and the maintenance of RTL's printed marketing materials. Should RTL receive an NJPA contract, Sean will coordinate with Mary Tardel—and, if desired, with NJPA—to develop and maintain new materials advertising the contract. Sean oversees a team of 5 staff who are focused on national and regional marketing campaigns for Redwood and Alere, Inc.

[redacted]

8) **How long has your company been in the "PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES", industry?**

RTL has been in the drugs of abuse testing industry since our inception in 1994.

9) **Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?**

RTL is best described as a manufacturer, although technically we receive our on-site device products from ABON, our sister company under Alere Inc. As a service provider, we perform our laboratory-based drugs of abuse testing services at our laboratory in Santa Rosa, CA.

a) **If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.**

On an intra-company basis, RTL is authorized to sell the products purchased from the Alere family of manufacturers. The letter from the manufacturer is included with this bid response.

b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.

RTL provides an all-in-one solution—not only do we have proprietary ownership of our products and services, but we also have our own sales force dedicated to finding and retaining our customer base, and our own shipping warehouse for distributing our products. Our sales force is primarily in-house, with a focus on outbound calling. The Business Development Team takes the lead on outside sales calls, attendance at conferences and training events.

c) Are these individuals your employees, or the employees of a third party?

RTL's sales force, business development team and shipping warehouse staff is composed of RTL full-time employees.

d) If applicable, is the Dealer Network independent or company owned?

N/A

10) Please provide your bond rating, and/or a credit reference from your bank.

Please find Alere Inc.'s credit rating in the attached document entitled "Moody's Credit Opinion."

11) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.

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.

RTL is licensed and accredited by the following federal and state agencies:

- Department of Health and Human Services (DHHS), CLIA '88 #05D0707588
- 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)
- California Department of Health Services Clinical Laboratory License #05D0707588
- Drug Enforcement Agency (DEA) License # RR0340113 - Analytical Laboratory
- Florida Clinical Laboratory License #800010995
- Maryland Medical Laboratory Permit #880
- Pennsylvania Clinical Laboratory Permit #025348
- Texas Department of Public Safety - DPS Accreditation

We find that these licensures, permits, and accreditations cover a majority of those requested or required. Most agencies desiring drugs of abuse testing require either CLIA or SAMHSA licensure – RTL has both.

12) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Not Applicable.

13) Provide all "Suspension or Disbarment" information as defined and required herein. See Section U 9.31.

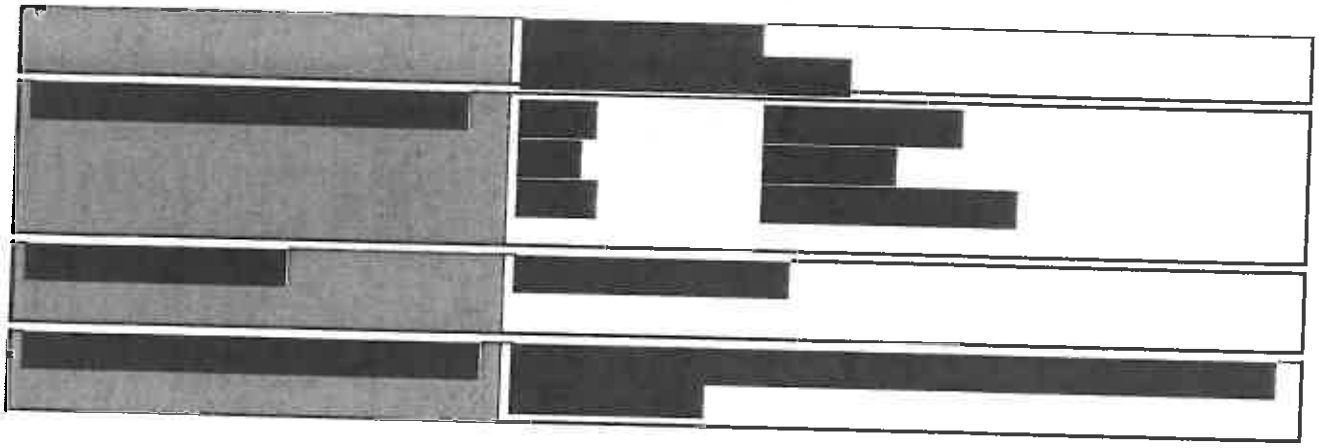
RTL has not been suspended or disbarred by a public procurement unit in the last 5 years.

Industry-Marketplace Successes

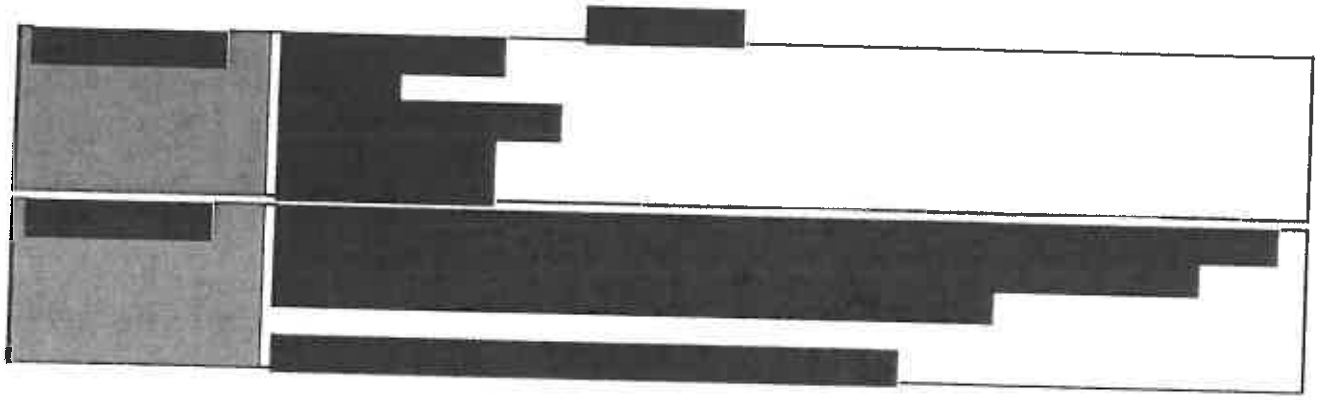
14) List and document recent industry awards and recognition.

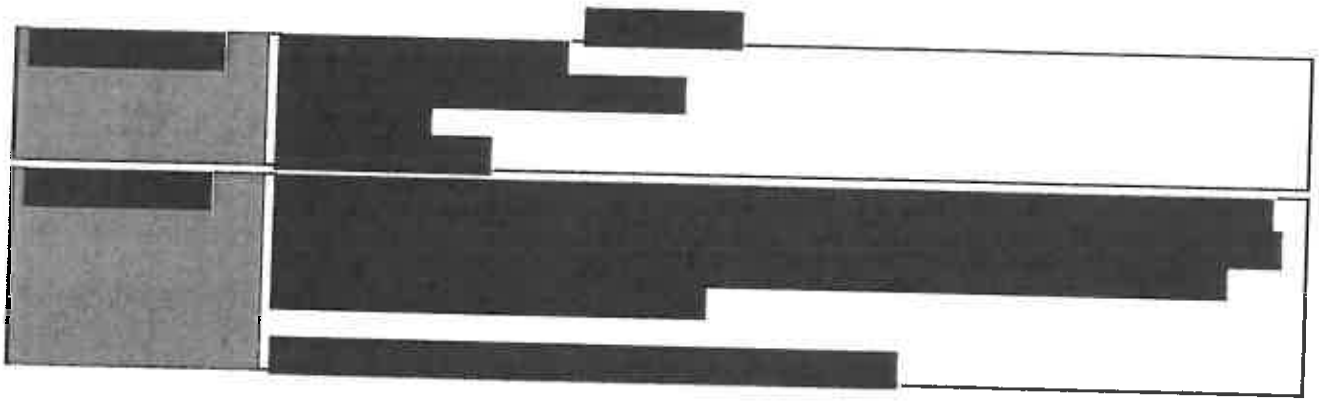
The drug testing industry does not have any industry awards or special forms of recognition.

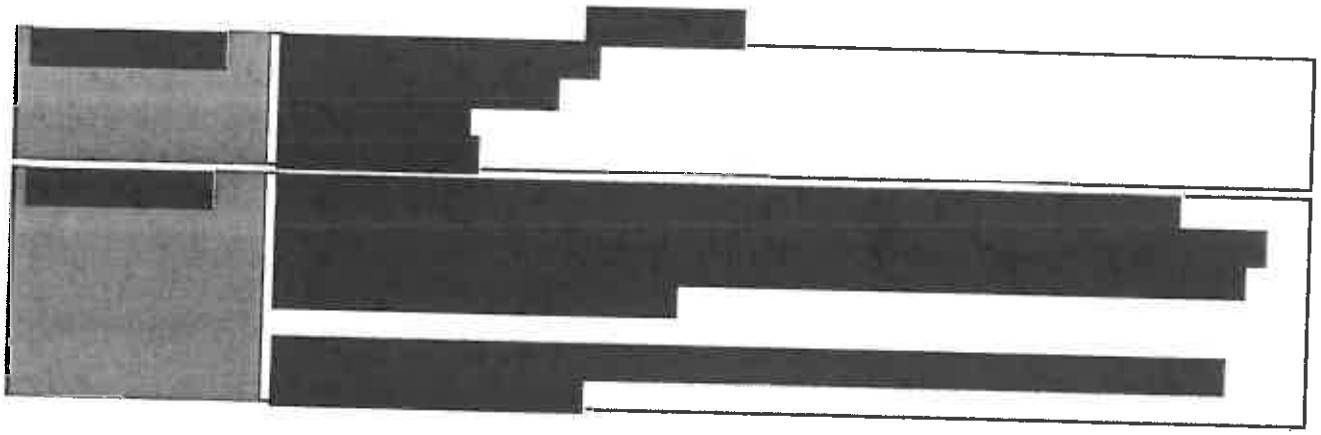
15) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

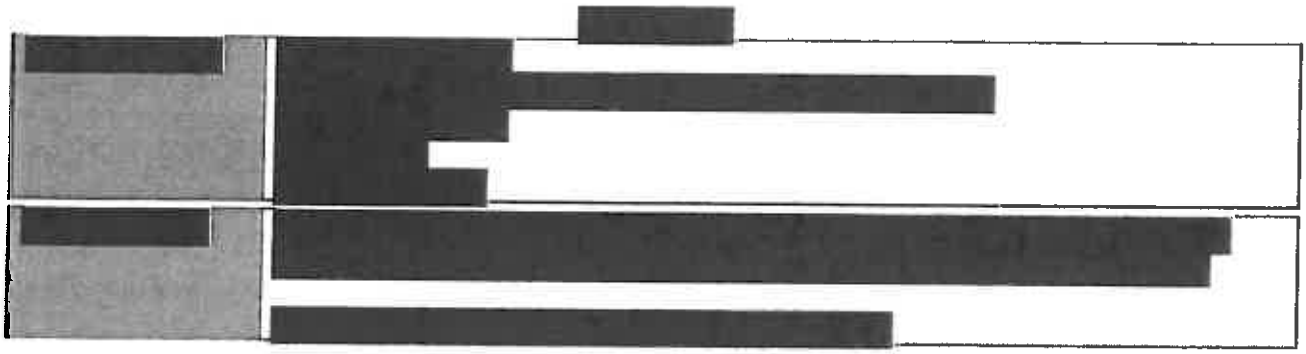


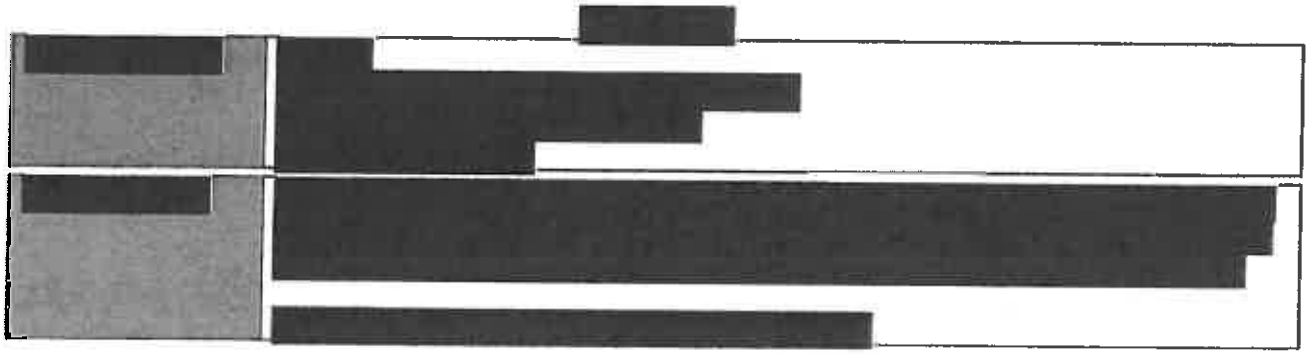
16) Provide names and addresses of the top five (5) government or education agency customers to include the scope of projects, size of transaction, and dollar volumes from the past three (3) fiscal years.



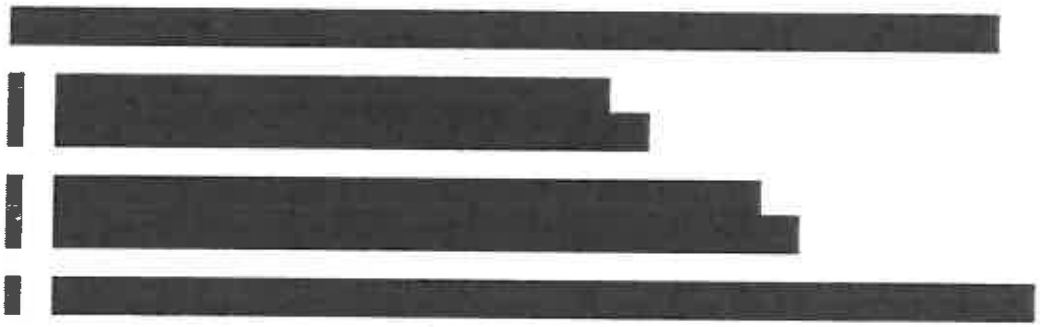




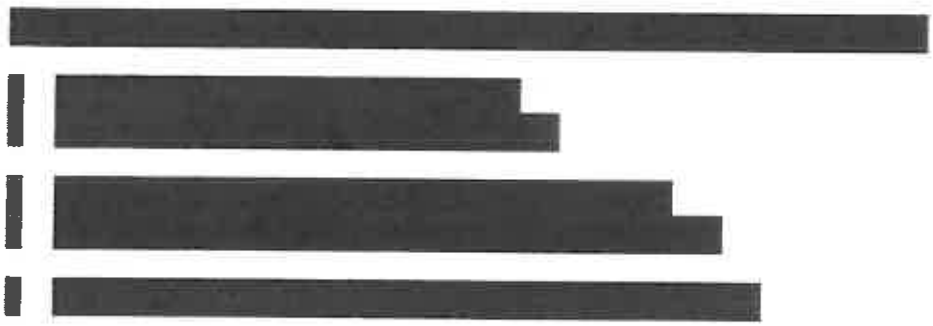




17) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.



18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.



Proposer's ability to sell and service nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their

attention focused on the sale and services of the equipment/products contemplated in this RFP?

The RTL sales force is divided into two units: Sales and Business Development. These teams work together to identify opportunities and target our sales efforts in the most effectual manner. RTL has 21 total members on our sales force and 6 members on our Business Development Team – one Director, two Strategic Account Managers and three bid writers. Twenty four staff members are located at our Santa Rosa, California, location, one is based in North Carolina, one is in Pennsylvania, and one is located in San Francisco, California. In effect, all sales force members are focused on the sale and services of the lab services and on-site devices we are proposing as part of this RFP.

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 on how to affectively sell to and manage accounts similar to NJPA's member agencies. If awarded this contract, RTL will educate its sales team on the unique opportunity that this contract affords. Working closely with RTL's Business Development Team, our Sales Team would focus our sales efforts on all opportunities where procurement obstacles have prevented us from succeeding in the past. We value this possible partnership with NJPA as we have already clearly outlined key states where this contract would prove the most useful.

20) **Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?**

RTL does not have a dealer network. All sales are performed in-house.

21) **Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?**

RTL has 220 full-time staff members employed at our Santa Rosa, California facility. This includes sales force, shipping, warehouse, accounting, customer service, marketing, quality assurance and laboratory staff, including certified toxicologists. RTL sells to all fifty states through an in-house sales model. As stated previously, we have three staff members working off-location in San Francisco, Pennsylvania, and North Carolina. All 220 employees are solely focused on the sale, production, or servicing of the products and related services offered in this RFP. As mentioned previously, many of our key staff, the majority of them in leadership and support functions have been with the company since its inception for at least ten to fifteen years. Our Client Services Department is accessible by phone or email. On-site training for our national and key accounts is performed by our Business Development Department.

22) **Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?**

RTL distributes our own products and performs services at our Santa Rosa, CA location. All of the products and lab services offered at our company will be offered in this RFP, so 100% of our sales and warehouse attention is focused on the sale and service of the items contemplated in this RFP. We will ship on-site devices and collection supplies to our clients via FedEx or UPS service, and we also receive specimens from our clients for testing via FedEx or UPS.

When necessary, members of RTL's Business Development Team will visit our client's facilities to provide sales and training support. Other examples of our on-location services include:

- Training: RTL offers on-location training for agencies upon request. Generally, this service is not required, as we provide a number of online resources that meet this need, including training modules and webinars.

- Specimen Collection: For corrections and social services agencies, specimen collections are generally performed by agency staff, so these services are not needed. Agencies requiring collection services may want to use a separate specimen collection agency or one of RTL's preferred partners through our AlereToxicology network for collection prior to submitting specimens to our laboratory. We will not be offering specimen collection services

directly as part of this bid.

23) **Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.**

RTL's customer service program includes an integration of services performed by Sales, Client Services, and I.T. 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 regional Sales staff assigned to them. For questions regarding results interpretation and retest requests, customers should contact our Client Services department. For questions regarding WebToxicology, our proprietary internet-based reporting site, customers should contact our I.T. department. Technical and Client 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 eight members of RTL's Client Services staff and eight members of our I.T. staff, we offer direct access to our Certified Toxicologists for technical assistance.

All Sales, Client Services, and I.T. staff are available during regular business hours—7:30 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 will be returned within one business day (usually less). If it is determined that the client has a problem that cannot be immediately resolved, a trouble ticket will be 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.

Contact information for our Business Development, Sales, Client Services, and I.T. groups will be made available to NJPA clients if RTL is awarded a contract.

24) **Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.**

RTL agrees to provide our instant, on-site devices to service all geographic areas of the United States. For our laboratory testing, we are able to provide services to all fifty states, with the exception of New York. All DOT testing offered through our sister laboratory, AlereToxicology is available in all fifty states.

25) **Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)**

As part of our core marketplace, RTL is able to service all NJPA Member segments. However, 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 treatment and rehabilitation. Further, for any DOT or employee testing services, we would outsource to one of our sister labs (AlereToxicology) for testing. But 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.

26) **Describe your off shore contract sales capabilities and requirements. Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.**

RTL has the ability to provide products and services to all geographic areas of the United States. Shipping costs and services may vary (this is addressed further on Pricing Form P). RTL does provide some lab-based testing services to international and off-shore accounts. For the devices, however, AlereToxicology has an international sales division that spearheads all sales/marketing efforts. This is due not only to Alere'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 partnership.

Marketing Plan

27) **Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.**

RTL's current system for informing staff of newly awarded contracts and garnering sales from these contracts is as follows:

- The Business Development team notifies Sales (direct sales team) and Sales Operations teams that a new contract has been awarded. Both teams are debriefed about the bid specifications, contract terms and customer requirements. A written notification is also issued and includes information specific to the contract, such as specific product/device configurations allowed under the contract, operational details specific to the contract, and segments of the market for which the contract is available or unavailable.

- Working closely with the Account Executive and the Business Development Team (as necessary), Sales Operations will perform actions necessary to fully execute the contract and to apply contract terms and conditions to existing accounts (if applicable and as necessary).

- Appropriate Sales staff will be assigned to the contract as Account Executive(s) and/or Account Manager(s); customarily, these assignations are dependent upon the state where sales will take place. This assigned staff reaches out to known agencies that may utilize the new contract and/or performs research to find new agencies that may utilize the contract. This staff sets up accounts and continues to service these accounts as the contract progresses to develop a familiar and constant relationship.

- Warehouse staff, Client Services staff, and Sales Operations staff perform further services according to the instructions relayed to them by the Sales Account Executive/Account Manager. An internal ticketing system is utilized to ensure quality control measures are followed and to provide visibility to all parties involved in the account set-up. Further, these 'tickets' provide historical documentation that is useful in future interactions/conversations with the client.

28) **Describe your general marketing program strategy to promote the proposed Contract nationally and ensure success.**

RTL understands the unique needs of national cooperative contracts; in fact, we currently provide our products and services through a 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 devote the necessary staff and resources to an NJPA contract campaign to the current membership and to potential members.

RTL's general marketing program strategy to promote the proposed NJPA contract includes co-branded materials at conferences and shows, targeted emails to existing and potential clients, advertisement on our website, press releases, and other campaigns. We are prepared to research other marketing strategies and are open to suggestions from the NJPA 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 that we encounter the most success.

29) **Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send examples of your marketing materials in electronic format.**

RTL has a staff of Marketing Specialists who focus on messaging, design, proactive communications and co-branded campaigns with key partners. Considering our success with our current cooperative and association contracts, we are certain that the sales and marketing efforts we put into growing a new NJPA contract would contribute to success with this contract as well.

Some ideas for co-branded materials include:

- Co-Branded Contract Information Website
- Contract Announcement Letter
- Redwood Toxicology Laboratory/NJPA Welcome Packet
- Co-Branded Training Presentation for Devices and Lab Services
- Sales/Marketing Email Campaigns to Increase Awareness of the NJPA Contract

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. These provide just a small snapshot of our marketing selection, as RTL has hundreds of available pieces. Please find these samples in the electronic folder labeled "Marketing Samples." You can find more examples of our marketing materials by visiting our website, www.redwoodtoxicology.com.

30) **Describe your use of technology and the internet to provide marketing and ensure national contract awareness.**

As indicated previously, RTL does a considerable amount of marketing via email campaigns and website press releases. The current trend in marketing in general is towards electronic media and communication; as such, RTL chooses to stay current and utilize electronic sources whenever possible. If awarded an NJPA contract, RTL would inform existing NJPA members electronically about our new contract, announce the contract on our website, and provide targeted email campaigns to potential new members, among other web-based campaigns. We are confident that we have the tools to create a successful marketing campaign and to ensure NJPA contract awareness if awarded.

31) **Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.**

RTL envisions NJPA's role as one mostly consisting of 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 NJPA members; any other assistance we receive from NJPA will be considered an additional advantage. We are aware of NJPA'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 NJPA can support utilization of our contract; as well as through verbal endorsements over the phone and at conferences. We also imagine that NJPA would provide us with current NJPA 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 NJPA 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 NJPA members. RTL believes that our existing resources already provide a solid springboard for a successful contract; whatever additional support we receive from NJPA will only help amplify that success.

32) **Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.**

RTL has described in our previous answers the types of email, mail, and electronic marketing tools we would use to target potential customers and gather interest in our contracts. These are likely the types of marketing utilized by other companies in our industry as well. However, we do have a few marketing items that may separate us from the rest:

- ***RTL Hosted Webinar Discussions on Industry Trends for NJPA Membership.*** RTL currently holds webinars for the purpose of training new clients and for providing info sessions demonstrating how to use WebToxicology, proper device usage, specimen packaging, and more. However, we have been considering specialized webinars for targeted populations in which we discuss industry trends in varying degrees of depth. Should RTL be awarded an NJPA contract, we would put efforts into developing these webinars, perhaps giving NJPA members early access to these webinars before they are released to the general public, only allowing access to NJPA members, and/or co-branding these webinars with links to the NJPA website embedded in them.

- ***Web-based, Interactive Sales Presentations.*** This allows our prospects to review the features and benefits of our service offerings while speaking with an RTL sales rep and/or on-line at their convenience. This is a new sales model that we are piloting, but it has proven very successful, especially with clients who use smartphones and iPads on a regular basis. It also allows us to effectively track what slides and portions of the sales presentation are

being viewed and how often.

- ***Specialized WebToxicology Features.*** 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. Should RTL be awarded an NJPA contract, we could provide additional features specific to NJPA members, such as an NJPA price list, a link to the contract, and possibly a web-based device order page.

- ***Visits to our Laboratory.*** RTL often invites clients or prospective clients to visit our laboratory so they can see for themselves the superior services we provide at our top-notch facility. Should a prospective agency, presenting a high revenue opportunity, 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, meeting with senior management, and give them a tour of the facility.

33) **Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract**

RTL's Senior Management is fully committed to an NJPA awarded contract. Mary Tardel, our Director of Business Development, and Staci Hart, our Director of Sales, look forward to the opportunities that this contract would create. Mary Tardel would take the lead on Marketing and Business Development initiatives, while Staci Hart would coordinate with the RTL sales team to begin selling the services/products included herein. Through a well-choreographed effort, we will begin to increase revenue and growth opportunities. It truly is a win-win situation.

34) **Do you view your products/equipment applicable to an E-procurement ordering process? Yes/ No.**

Yes and No:

Yes: RTL's on-site devices and lab supplies would easily lend themselves to an E-procurement ordering process, if the correct security measures were in place. Given that the lives of drug testing donors may be severely affected by the results of their tests, many people try to order product to pre-test themselves. They also try to contact the laboratory and gain access to their laboratory test results. As such, client account security and confidentiality is a priority for RTL. At this time, creating an on-line ordering system that would allow for these security and confidentiality controls is in the 'requirements setting' stage. Overtime, however, it is our intention to offer our clients an on-line ordering mechanism that would meet these security demands – available through our web-based result reporting/account management system.

In a few cases, we do offer an 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 NJPA clients. We also accept product orders via email.

No: 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 WebToxicology, RTL has created its own small-scale version of E-procurement. RTL will load an agency's chosen test options into our WebToxicology system so that, if they utilize WebToxicology for the collections process, they will automatically be given a list of tests from which they may select their desired test whenever they prepare a donor specimen. Their test choice will be displayed on their electronic chain of custody and will be 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.

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.

35) **If yes, describe examples of E-procurement system(s) that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.**

N/A

36) Please describe how you will communicate your pricing and pricing strategy to your sales force nationally?

As RTL's sales force is almost entirely based in our Santa Rosa location. we will have an on-location meeting to discuss pricing and pricing strategy. The three sales members located outside of our facility will participate via teleconferencing. Further information will be disseminated as necessary via further meetings and/or email communication. A system of checks and balances exists as RTL so accounts are set up properly with correct pricing and terms. Team meetings are held every morning in the Sales and Business Development Departments. Any changes to strategy will be discussed at that time also.

Our sales staff is incentivized on garnering new accounts and growing/maintaining business. If awarded. the RTL sales force would be very motivated to open new accounts and provide the utmost in customer service to maintain the business. Part of that process would be to ensure that pricing and terms are consistent with the NJPA contract.

Other Cooperative Procurement Contracts Held

37) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.

RTL currently holds a cooperative contract through each of the following organizations:

- National Association of State Procurement Officials (NASPO) Contract #SP-07-0437R for Multi-State Drug Testing Kits
  - Contract available to a wide variety of government agencies in states choosing to participate.
  - This contract is also available to Western States Contracting Alliance (WSCA) members.
  - Competitively bid through the State of Arkansas

[redacted]

38) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.

[redacted]

39) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.

As stated above, RTL was awarded the NASPO contract for Drug Testing Kits through the State of Arkansas: this contract is also available to WSCA members. In addition, we have contracts in over 24 states for products, services or a blend of both. Contracts may be agency-specific (DOC, Probation, etc.) or available to all state-agency entities.

Although the list of Redwood's stats contracts may seem signification. we know that there are many opportunities available to us on the state, county and city levels through the NJPA contract. States include:

State Contracts		
Alaska	Massachusetts	Oregon
Arkansas	Missouri	Pennsylvania
California	Montana	South Carolina

Connecticut	New Jersey	South Dakota
Delaware	New York	Texas
Idaho	Nevada	Utah
Kansas	North Dakota	Vermont
Kentucky	Ohio	Virginia
Maine	Oklahoma	West Virginia

40) What is the annual combined dollar sales volume for each of these contracts?

[redacted]

41) Identify any GSA Contracts held or utilized by the Proposer.

RTL currently holds GSA Contract No. GS-07F-0310T, in Federal Schedule Category 426 4M for Drug Testing Equipment & Kits.

42) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

[redacted]

43) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract? __X__ Yes ____ No Explain and demonstrate your commitment and/or restrictions.

If awarded, RTL intends to lead with our NJPA contract. It is our hope that an NJPA contract would include our full catalog of products and services; as such, RTL would be able to sell a wider scope of services to clients than our current cooperatives permit on their own. It will also allow an opportunity for RTL to cross-sell DOT/Employment testing services performed by our AlereToxicology laboratories.

44) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

RTL proposes a two percent (2%) administrative fee for the facilitation and management of the contract.

Value Added Attributes

45) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? __X__ Yes ____ No

RTL has a number of product and service training programs available for our clients:

- Online training modules
- Webinar training
- On-location training
- Train the trainer events

We encourage our clients to primarily utilize online and webinar-based options, as these options allow more flexibility for their staff.

The online modules are PDF or Flash presentations that provide information about instant on-site device usage and results interpretation, specimen labeling, and packaging of specimens for shipment. These online training modules may be accessed via our website, performed at our customers' convenience, and revisited as many times as necessary. We also offer online training certification quizzes that client staff may take to ensure that they understand proper procedure and interpretation of on-site devices; when the quiz is completed successfully, the quiz-taker may print out a Certificate of Training Completion. You may review these available resources on our website at http://www.redwoodtoxicology.com/products/certificate_training.html#certification.

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. Certificates of Training Completion will be sent to all attendees upon request.

46) **Is this training standard as a part of a purchase or optional?**

The trainings outlined above are the standard trainings available to clients. Although training is optional, we highly recommend utilization of one of these methods to ensure proper procedure.

47) **Describe current technological advances your proposed equipment/products and related services offer.**

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. 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 AlereToxicology sister 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.

RTL is proud to say that we were the *first lab in the world* to develop urine-based metabolite testing for synthetic cannabinoids (K2/Spice) and the first to offer a convenient oral fluid test that quantitatively identifies the parent drugs JWH-018, JWH-073, and JWH-250—common active ingredients in "synthetic marijuana." What's more, we have recently added new compounds—including AM-2201, JWH-081, JWH-210 (oral only), and RCS-4—to our tests and lowered our cut-off levels to ensure that newer-generation synthetic products don't slip through the cracks.

We also developed a comprehensive test for designer stimulants, widely known as "bath salts;" this test, which originally detected 14 different compounds, was expanded in the last few months so that it now detects 21 different compounds, all at no additional charge to our clients. In an effort to deter abuse and monitor emerging substances, RTL continually analyzes new products and, if selected, will endeavor to help NJPA members keep pace with new trends.

As mentioned previously, RTL also offers our clients the advantage of a web-based solution for results reporting. Results are available to clients immediately when notifications are sent through **WebToxicology**, RTL's secure web-based internet reporting website (www.webtoxicology.com). 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. WebToxicology provides a secure and complete solution for searching, managing, and printing test reports online. Through this system, our clients can easily locate, view, print and save donor results; access monthly reports, drug statistics, donor summaries, and more. Some of the numerous advantages and benefits available through WebToxicology include:

- **Faster Collections**. Collections can be performed on a single screen in just a few easy steps. All donor information can be entered into, saved and stored in the website; after saving a donor's information just once,

you can pull up his or her information for future testing using just a few keystrokes. You can then select a test from a drop-down menu and print out your specimen label on our one-part chain of custody form via a standard inkjet or laser printer.

- **Clearer, more accurate data.** The information input into WebToxicology at the time of collection is automatically transferred into RTL's laboratory information system, eliminating both errors caused by hand-written labels and laboratory data entry errors.

- **Complete, real-time tracking.** Track specimens every step of the way – from collection through reporting – in real time, 24/7. These steps include Scheduled for Testing, Collected, Shipped, Received by lab, and Reported.

- **Convenient, In-Control Program Management.** Get the big picture by organizing donors into specific groups and schedule them for testing utilizing a month calendar. You may view groups each day, the collection roster for the current date, and no-show lists.

- **Powerful, usable reporting.** In seconds you can generate a complete listing of a donor's test results, pending specimens, drug statistics, no shows and more.

- **Total digital data collection.** Webtoxicology.com is a complete donor data management solution that captures information about each donor and stores it electronically.

Once a client has used WebToxicology, they'll never want to go back to paper reporting again. WebToxicology access may be arranged at time of account set-up or at any time during the life of the contract. If you are interested in reviewing the functions and features of WebToxicology, please sign up to attend one of our semiweekly online demonstrations at http://www.redwoodtoxicology.com/services/online_reporting.html. These sessions are 1 hour long and cover access to test results and collection management. Custom training options may also be arranged for agencies upon request.

In addition, RTL is able to integrate our results reporting with many commercial drug testing applications including Netalytics Methasoft, Tower Systems T3, Netsmart Avatar AM, SAMMS, and DrugPak. RTL can also integrate with electronic medical record systems and proprietary solutions using HL7 (Health Level 7) and XML (Extensible Markup Language). This may be useful for agencies with existing drug testing applications.

48) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).

Although RTL makes efforts to support green products and concepts, our company does not have a 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 by our waste management provider and taken to the recycling center with regular frequency. Our shipping department also reuses packaging materials that we receive from our suppliers, as well as utilizing bundled shredded papers for package fillers when shipping lab supplies to our clients. 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 the County recycling facilities.

49) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.

RTL is not a WMBE or SBE. However, as mentioned previously, we work with WMBE/SBE companies whenever possible, and have partnered with WMBE/SBEs on occasion for business opportunities. We currently contract with a local SBE for our paper shredding services, and are partnered with a number of community rehabilitation partners to aid in the employment of disabled persons. If RTL is awarded an NJPA contract, we will remain open and willing to partner with and/or do business with WMBE, SBE, or other disadvantaged entities.

50) **Identify any other unique or custom value added attributes of your company or your products/equipment or related services.**

As mentioned in previous answers, RTL's most outstanding attributes are our extensive and attentive customer service, our constant R&D to develop products and services at the cutting edge of the drug testing industry, our user-friendly and accessible online reporting system, the affordability of our drug testing programs, and our ability to utilize the resources of our parent corporation, Alere Inc. [redacted]

To this last point, we would like to add that our affiliation with Alere Inc. allows us 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. Moreover, RTL offers the newest products as soon as they are available—our customers do not have to contend with delayed time-to-market as the customers of distribution-only vendors do.

One of the most recent custom products we have added to our line is the DxLink Reader. The DxLink Reader is a brand new piece of equipment designed to electronically read on-site device test results. The intention of the Reader is to eliminate any subjectivity in the evaluation of an on-site drug test result. Currently, RTL has provided this product to a few key customers who have expressed a need for such a device. We anticipate launching this device in the third quarter of 2013. There exists only one other company that offers a similar device. Once available, we will make this Reader available to the NJPA membership. Through Alere's future acquisitions, we look forward to more and newer technologies to offer our clients.

51) **Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? What makes your proposed solutions unique in your industry as it applies to NJPA members?**

RTL is somewhat unique in the drug testing industry, as we not only provide on-site drug testing devices, but also laboratory-based testing. This type of "one stop shop" is uncommon in the industry, and allows our customers the versatility of combining both types of testing to create a more comprehensive program at an affordable price. Many customers use our cost-effective on-site devices as a screening option, and utilize our laboratory for confirmations of their results or for specialty tests. Others utilize the lab almost exclusively for routine testing or esoteric (K2, bath salt, EtG testing), but keep our on-site devices stocked for random on-the-spot drug checks. RTL's wide range of services truly allows our customers a unique solution and the freedom to modify their testing options as the drugs of abuse landscape changes.

The best part about using RTL for both on-site device and laboratory testing is that our WebToxicology system allows clients to keep track of *both* types of test results in the same place. This feature provides a secure location for the storage of results, and the ease of only looking in one place for a donor's drug test result history, which could be a serious advantage for NJPA members looking to consolidate their drug testing program.

Moreover, in contrast to mere on-site device distributors, RTL provides the benefit of a client services and toxicology team with extensive information about drugs and drug testing to aid our customers in the detection and interpretation of their tests. RTL's toxicologists are available to our customers for consultation on drug interactions, cross reactivity, THC retention/detection times and general toxicology inquiries. Further, we offer expert witness services for our client agencies that require litigation packages or court testimony. We feel that NJPA members would greatly benefit from the technical and legal support offered by RTL's drug testing package.

Our ownership by Alere also offers RTL a distinct advantage, as we have more resources available to us than our competitors. For example, RTL is undergoing a multi-million dollar laboratory expansion that will allow us to improve efficiencies, margins and offer room for our continuing growth. We are uniquely positioned in the government marketplace to offer the most outstanding products and services available.

52) **Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.**

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, WebToxicology 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 NJPA members.

53) **Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.**

RTL is always willing to offer an awarded contract to 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 AlereToxicology's International Sales group. Given the nature of drug testing, many entities require special licensure and/or national/state regulatory 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, increases in shipping fees, and reduced options for training – depending on location.

54) **Describe any unique distribution and/or delivery methods or options offered in your proposal.**

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. 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 the most 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 will also extend the option of delivery and specimen pick-up through our lab courier. Next day air service of inbound specimens sent to RTL for 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. Less than five (5) specimens sent to the lab by next day air service will be assessed a seven dollar ($7.00) charge per shipment. 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.

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: Redwood Toxicology Laboratory, Inc.

Address: 3650 Westwind Boulevard

City/State/Zip: Santa Rosa, CA 95403-1066

Phone: (707) 570-4304 (Gina Mazzocco) Fax: (707) 577-8102

Toll Free Number: (800) 255-2159 E-mail: bids@redwoodtoxicology.com

Web site: www.redwoodtoxicology.com

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager: Mary Tardel, Director of Business Development
Email: mtardel@redwoodtoxicology.com Phone: (707) 570-4359

Other contract management personnel
Name: Staci Hart, Director of Sales
Email: shart@redwoodtoxicology.com Phone: (707) 570-4394

[redacted]

Name: Janee Gully, Quality Assurance Officer
Email: jgully@redwoodtoxicology.com Phone: (707) 570-4354

Name: Hollie Glaze, Sales Manager
Email: hglaze@redwoodtoxicology.com Phone: (707) 570-4384

Name: Brynley Carvolth, Strategic Account Manager
Email: bcarvolth@redwoodtoxicology.com Phone: (707) 570-4333

Name: Vinnie Happ, Strategic Account Manager
Email: vhapp@redwoodtoxicology.com Phone: (707) 570-4350

Name: Gina Mazzocco, Senior Bid Analyst
Email: gmazzocco@redwoodtoxicology.com Phone: (707) 570-4354

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[redacted]

[redacted]com

[redacted]

[redacted]

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Form C

Company Name: Redwood Toxicology Laboratory, Inc.

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA Accepts	NJPA Rejects
H.3.29 & H.3.30 (1). page 14	Identifying NJPA as an "Additional Insured" (3.29) in conjunction with Workers Compensation Insurance (3.30(1))	We will maintain Workers Compensation in the requested amounts and we will identify NJPA as an "Additional Insured." However, per our insurance providers, NJPA cannot be an additional insured for Worker's Comp specifically—each employer must have its own policy for Worker's Comp and entities cannot be combined on a policy unless they have common ownership.		
H.3.31, page 14	Policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA.	Insurers will not provide notice of cancellation to NJPA directly. – RTL will be notified and will notify NJPA as soon as we receive notification; we cannot ensure this will be more than 30 days.		
J.3.33, page 14-15	Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an awarded Vendor in exchange for its facilitation and marketing of a Contract from this RFP to current and potential NJPA Members.	In the event that any goods or services are reimbursed by the federal health care program, NJPA agrees that it is a Group Purchasing Organization and will meet the requirements of the GPO safe harbor under the Federal Anti-kickback statute.		

NJPA's clarification on exception/s listed above:

Proposer's Signature: _____ **Date:** _____

Form P

PROPOSER QUESTIONNAIRE - Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty

Proposer Name: Redwood Toxicology Laboratory, Inc.

Questionnaire completed by: Gina Mazzocco, Senior Bid Analyst / Mary Tardel, Director of Business Development

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)

RTL's payment terms are Net 30. We will consider Net 60 or Net 90 terms on a case-by-case basis.

2) Identify any applicable leasing or other financing options as defined herein.

RTL's items are not available for leasing. We do not have any financing options.

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Our proposed order process is for interested NJPA members to provide RTL with Purchase Orders prior to the purchase of goods or services. P.O.s can be term based, budget based, or line item based, depending on the preference/purchasing rules of the NJPA member. The P.O. can either be provided on an order-by-order basis, or provided for a term period. After receipt of P.O., RTL will accept orders via phone, email, or fax.

Orders are processed/shipped the same day that they are received, if received prior to 2:00 p.m. PST. All other orders ship the next day. If inventory is unavailable at our Santa Rosa facility, we may ship out of our Richmond, VA sister company to ensure client satisfaction. On the rare occasions that product is backordered, RTL will suggest optional product to the client.

4) Do you accept the P-card procurement and payment process?

RTL accepts the P-card procurement and payment process.

5) Describe your ability to serve NJPA and NJPA Members through an E-Marketplace solution?

RTL does not currently provide an E-Marketplace solution on our website; however, if desired, we may be able to work with NJPA and NJPA members to develop one. As mentioned previously, we are working on an on-line ordering system for on-site devices. As discussed, our primary concern with on-line ordering is client security and fraudulent purchases. Laboratory tests will still have to be purchased on a specimen submission basis, but they may be requested on-line through our WebToxicology system.

Warranty

6) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

Regarding our on-site devices, RTL warrants our product 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 NJPA 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. Claims should be made with our Quality Assurance Officer, Janee Gully; Janee will document the claim and will initiate the RMA process with the client, including the placing of a replacement order. 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.

7) Do all warranties cover all products/equipment parts and labor?

RTL's warranties cover our on-site devices, which are manufactured by ABON, Alere's manufacturing branch. Standard laboratory supplies such as bottles and beakers are guaranteed by our supply providers, Therapak Corporation and Eureka Supplies Inc.; our suppliers have agreed to replace defective lab supplies at no charge. RTL's Warranty information on the DxLink Reader device will be made available when we announce the product launch in 3Q2013.

8) Do warranties impose usage limit restrictions?

RTL's on-site devices and laboratory supplies are only meant to be used once.

9) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

N/A

10) Please list any other limitations or circumstances that would not be covered under your warranty.

RTL will not honor product return requests for products past their expiration date. We will also not replace products that have been damaged due to neglect, such as exposure to temperatures outside of those recommended in the product insert.

11) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

RTL is not offering any products/services that would require an on-site equipment repair.

Equipment/Products and Related Services and Pricing

12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

RTL offers a wide range of basic and specialty drugs of abuse testing options. Our clients collect urine or oral fluid specimens from the donors they are testing, and either get results by sending specimens to the laboratory for testing or by using our on-site panel-dip or cup devices (which produces instant results). Clients who utilize our on-site device options generally also use our laboratory to confirm their instant test results or to perform additional testing.

RTL will be offering our full suite of laboratory-based tests and on-site device catalog. RTL's most popular laboratory tests are as follows:

- ***Basic Panel:*** RTL screens urine specimens for standard drugs such as Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Marijuana, Methadone, Opiates, Oxycodone, PCP, and Alcohol by enzyme immunoassay (EIA). Positive screens go through a separate, secondary confirmation method, including thin layer chromatography (TLC), radioimmunoassay (RIA), gas chromatography (GC), gas chromatography/mass spectrometry (GC/MS) or liquid chromatography/tandem mass spectrometry (LC/MS/MS), depending on the drug class and client preference.

- ***Confirmations:*** RTL is able to provide (GC/MS) or (LC/MS/MS) confirmation on specimens that indicate a presumptive positive (non-negative) result obtained from an instant, on-site 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 flame ionization GC. RTL has more than 15 LC/MS/MS machines and 25 GC/MS machines.

- ***Comprehensive Panel:*** RTL's comprehensive panel detects over 600 brand name prescriptions, illicit drugs and alcohol. Our tests target 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.

- ***Ethyl Glucoronide (EtG)/Ethyl Sulfate (EtS):*** EtG is a direct metabolite of alcohol (ethanol). Its presence in urine may be used to detect recent ethanol ingestion, even after ethanol is no longer measurable. The presence of EtG in urine is an indicator that ethanol was ingested and can be detected in urine for up to 80 hours after ingestion. EtG testing is ideal for zero tolerance situations. In addition to EtG, recent scientific studies have identified Ethyl Sulfate (EtS) as a second specific metabolite or biomarker of ethanol. For this reason, RTL tests and reports EtS in conjunction with EtG to confirm recent ethanol ingestion or exposure, offering greater sensitivity and accuracy than either biomarker alone. RTL utilizes the LC/MS/MS (liquid chromatography/mass spectrometry/mass spectrometry), to confirm and quantitate EtG/EtS.

- ***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. This test is not available in an on-site format.

- ***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 new 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.

- ***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-Oral is an easy and affordable lab-based testing solution for the detection of drugs of abuse in oral fluid. RTL-Oral 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. RTL utilizes GC/MS to screen, confirm and quantitate drugs (GC/MS) in oral fluid. Our standard oral fluid panels are available with and without Synthetic Cannabinoid testing.

- ***NIDA 5 DOT/Employment Test***: For agencies desiring NIDA 5 DOT/Employment testing, RTL will utilize the services of our sister company, AlereToxicology. 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).

- Please find our laboratory tests offered in the document entitled "RTL Pricing Schedule for NJPA RFP 011713 01-17-2013." Laboratory tests will appear in the green sections on pages 1 through 3.

RTL also offers a comprehensive suite of on-site drug testing devices 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 (RediCup, iCup, E-Z Split Key Cup):*** Cup format devices are popular among field work employees such as 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 iCup and E-Z Split Key Cup devices include the additional benefit of validity strips; these color comparison strips alleviate adulteration and tampering concerns by testing for three or more validity parameters. The iCup test strips are positioned on the side of the cup so that testing begins immediately once enough specimen has been provided; the RediCup test strips are in the lid of the cup so that the device must be tilted to activate the test; and the E-Z Split Key Cup has a mechanism whereby the key must be pushed into the cup to activate the test.

- ***Cassettes:*** To test using cassettes, the collector will use the provided pipette to drop urine into the device wells for testing.

- ***Instant Oral Fluid Devices:*** Oral fluid devices are gaining popularity, particularly in juvenile services agencies, as they eliminate privacy concerns and same sex collector issues. RTL offers three different formats of oral fluids devices, all of which may be sent back to our laboratory for confirmation testing. Please note that our oral fluid devices are for forensic use only.

- ***Instant Alcohol Devices:*** RTL offers instant alcohol saliva and breath devices for the detection of alcohol use. There are 3 different types of saliva strip devices and one breath device available.

- ***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.

- 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, they include a flat results window for photocopying, a built-in control line to ensure test validity, and have testing strips enclosed in a tamper-proof case to prevent the donor or collector from altering the device results. Urine tests produce results in less than five (5) minutes and oral fluids devices produce results in less than 10 minutes. No reagents are required to run any of our on-site tests.

- Please find our on-site devices offered in the document entitled "RTL Pricing Schedule for NJPA RFP 011713 01-17-2013." On-site devices will appear in the blue sections on pages 4 through 7.

13) **Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).**

RTL will be utilizing the "Line Item Pricing" option. We have attached our proposed price list including general items for our laboratory tests (e.g. Five Drug Standard Panel) and specific line item numbers for our on-site devices. The prices we have provided were arrived at based on our understanding of current fair market value, including comparison to comparable contracts held by RTL; the prices provided herein are competitive. We are willing to negotiate lower prices with clients on a case-by-case basis when considering factors such as specimen volume and positivity rates (how many specimens screen positive and require a confirmatory method), but by and large the prices offered to NJPA members will be those indicated on our attached pricing schedule.

14) **Propose a strategy, process, and specific method of facilitating "Sourced Product/equipment and related services" or "Non-Standard Options" solution as defined herein.**

RTL has the ability to facilitate "Sourced Product/Equipment and Related Services" or "Non-Standard Options" through our affiliated companies under Alere and through our non-affiliated network of preferred providers. Given our buying power and affiliation with Alere, RTL is in the position to work with our clients to develop customized drug testing devices for large-volume orders. Services such as DOT laboratory testing and DOT training programs, or special-request devices such as US-made products can be sourced through other Alere Toxicology Business Units if necessary. Should NJPA members desire other drug testing formats such as hair testing or sweat patch testing, we

would gladly direct them to Omega Labs (hair) or PharmChem (sweat patches); these companies often partner with us to provide these services for government bids. Additional related services such as specimen collection, breathalyzer testing, or MRO services can be obtained by collaborating with our TPA providers, who are used to working closely with our laboratory to provide clients with a full drug testing program. As outlined in section F, subsections 4.25 and 4.26, we will ensure that any "Sourced Product/Equipment," "Open Market Items," or "Non-Standard Options" are identified as such on any quote issued to an NJPA member in reference to an NJPA awarded contract.

RTL would determine the client's requirements for sourcing other products/services, determine possible solutions and pricing and then make further recommendations. It is always our intention to keep the business within the Alere family of companies.

15) **Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.**

RTL has provided a price list displaying individual line items that represent our full catalogue as it currently stands. SKU numbers have been included for our on-site device items. Laboratory SKU's (panel codes) vary by test, especially if the client requests a custom panel. As such, we only offered specific SKU's for 'unchanging' lab tests, or those that cannot be altered.

As stated previously, the prices we have provided in our price list were arrived at based on our understanding of current fair market value, with a percentage discount off of these prices in consideration of the volume that could possibly result from the proactive promotion of the NJPA contract. If pricing is an obstacle to entry to NJPA member agencies, RTL would be willing to review and perhaps renegotiate pricing. However, given our current knowledge of the marketplace in particular, we are comfortable with the competitiveness and appeal of our offering.

16) **Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.**

As stated previously, we would be happy to take advantage of any electronic marketplace solutions for our on-site devices. However, the ordering and billing processes for our laboratory tests are not conducive to electronic marketplace commerce. The ordering process for these tests would have to remain as is.

17) **If applicable, provide a "CORE LIST" of equipment/products and related services (defined as products/equipment or services most frequently used and highlighted with additional discounts when compared to the standard "Pricing") as a separate and named spreadsheet. Include special pricing, if any, on these items.**

RTL will not provide a CORE LIST of products at this point, as the drug testing needs of our clients vary so much from agency to agency and it is not currently part of our sales model. However, as discussed, we would consider the negotiation of pricing on key opportunities.

18) **If applicable, provide a "Hot List" format of specific product/equipment and related services as defined herein.**

"Hot List" items such as items being discontinued or items with a shortened shelf life will be offered on an as-needed basis; we anticipate that the frequency of publishing any "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 the NJPA as requested in the RFP and make it available to NJPA members as these discounts occur. The "Hot List" will be provided in an Excel format similar to our pricing schedule—items will be identified by SKU, with an Item Description, Unit Price, and Box Price. Discounted items will appear in sections describing whether these items are to be discontinued or have less than 6 months shelf life. We normally email our 'Hot List' specials to our clients.

19) **Provide your NJPA customer volume rebate programs, as applicable.**

RTL does not have a volume rebate program. However, we will consider volume discounts on a case-by-case basis, as suggested in section E, subsection 4.22 of the RFP.

20) **Identify any Total Cost of Acquisition (as defined herein) cost(s) which is <u>NOT</u> included "Pricing" submitted with**

your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Other than shipping charges, restock fees, and expert testimony charges, there will be no additional costs that would be payable by an NJPA member other than for the actual device, supply, or service provided as listed on our pricing schedule.

Shipping charges will be as identified on our attached Pricing Schedule and as described in this proposal. In sum, RTL will provide free FedEx ground shipping for on-site device orders and supply orders to agencies located in the continental United States. Expedited shipping for any agency, or shipping charges for agencies located outside of the continental United States, will be charged on an "at cost" basis. For locations in the continental U.S., next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Less than five (5) specimens sent to the lab by next day air service will be assessed a seven dollar ($7.00) charge per shipment. 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.

Should an agency decide to return 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, a restock fee of 15% will be assessed.

Expert witness services are available through written affidavit, telephonically or in-court. Written affidavits and telephonic testimony are provided at no additional cost. RTL will provide clients with court representation/testimony at a cost of three hundred and fifty ($350.00) dollars per day plus travel, a daily meal 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 original specimen and container, chain of custody, laboratory results, quality control data, and GC/MS confirmation of the positive drug(s).

21) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Due to our duality as an on-site device provider and laboratory testing facility, we have two types of shipping charges: one is for the outbound shipment of lab supplies or device orders to our customers; the other is for the inbound shipping of specimens to our laboratory for testing.

Outbound shipping: For NJPA members located in the continental United States, RTL intends to offer free ground delivery service through FedEx or UPS for device and supply orders. For agencies located outside of the continental United States, 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.

Inbound shipping: For agencies located in the continental United States, next day air service of inbound specimens sent to RTL for 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. Less than five (5) specimens sent to the lab by next day air service will be assessed a seven dollar ($7.00) charge per shipment. 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.

22) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.

Prices offered in this proposal are **(Your proposal will be deemed "Non-Responsive" if this question is not answered):**

_____a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.

__X____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

23) Do you offer quantity or volume discounts? ____ YES __X___ NO Outline guidelines and program.

The pricing RTL is offering in this bid response is extremely competitive and is geared towards high volume purchases. If circumstances arise where extremely high volume orders are negotiated, RTL may consider a discount on product or freight. If we do so, we will notify the NJPA of any volume discounts. As mentioned previously, RTL does offer 'warehouse' or 'hot list' pricing on items with a short expiration date. We will make these available to NJPA participating entities.

24) Describe in detail your proposed exchange and return program(s) and policy(s).

RTL will accept returned items as long as they are unopened and have an expiration date of more than 6 months remaining. Returns and exchanges not the result of an error made by RTL will be subject to a 15% restock fee. As described previously in our warranty response, RTL will replace any device that malfunctions at no expense to NJPA members as long as it is within the expiration date range. Shipping for replacement devices and defective devices required to be returned will be paid for by RTL. Claims on faulty devices should be made with our Quality Assurance Officer, Janee Gully; Janee will document the claim and will initiate the RMA process with the client, including the placing of a replacement order. All device complaints are maintained in a log for FDA inspection.

25) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

Alaska, Hawaii, and other non-continental U.S. locations will be charged on an "at cost" basis for order shipments, exchanges, and returns (if due to the agency's ordering error and not device malfunction).

As discussed in section 6 of Form A, 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 NJPA 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.

26) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

In order to comply with our anticipated contract with NJPA, RTL will institute a quarterly report specific to the NJPA contract, as requested in the RFP. This report would be administered by our Business Analyst. The primary intent of this report would be used to determine administrative fees due to NJPA on a quarterly basis. However, this report would also allow us to review NJPA purchases on a broad scale to ensure pricing accuracy and to gain knowledge regarding the marketing trends of our NJPA consumers.

In addition, RTL will utilize our intra-company ticketing system as needed to address any issues that arise during the implementation and maintenance of our NJPA contract. The ticketing process will be used for account set-up communications between sales and operations staff; operations staff will compare agency set-up details requested by the sales executive with the known contract specifications, which will provide a checks and balances prior to account activity. In general, the ticketing process will ensure clear communication among RTL departments, timely follow-up, and a record of actions taken to remedy any problems with NJPA member accounts or the contract itself.

Industry or Sector Specific Questions

Since most of the questions below are specific to pharmaceutical sales, as opposed to the related service we intend to provide, RTL has not provided responses for most of the questions below. However, please know that we are happy to answer any additional questions that NJPA has about our business, products, and services.

1) Please identify which drugs proposed are name-branded and which are formulary equivalents. N/A
2) When a generic drug becomes available, how long before that drug is on formulary and available to the patient? N/A

3) Please identify any "Specialty Drugs" included in your proposal? N/A
4) Please identify any "Specialty Drugs" specifically excluded from any portion of your proposal which are traditionally included in major medical coverage? N/A
5) How will you provide "Specialty drugs" to individuals if the drugs are included on the formulary? N/A
6) What programs do you offer to assist those with specialty medication needs that can help contain overall costs? N/A
7) Will you be using a PBM or a PBA to provide claims processing? N/A
8) Please provide your definition of the type of organization (PBM or PBA) you have indicated. N/A
9) Briefly describe your enrollment process for both groups and individual insured's including the responsibility for the provision of both individual State compliant group enrollment forms and individual insured's plan participation cards.

RTL does not use a PBM or PBA, as we do not provide prescription drugs or pharmacy benefit administration.

However, please note that RTL gladly provides third party government insurance billing services for its drug testing to qualifying clients. This service includes billing to Medicaid, Medi-Cal and Medicare.

The following is required by law for RTL to process client Medicaid/Medicare billing:

- Each drug screen must be ordered by a licensed practitioner (or a person designated by the licensed practitioner) within their scope of practice.
- The laboratory is required to have written verification on file in the form of a Signature Sheet.
- Each month, a Standing Order will be mailed to your agency listing all of the specimens processed for the month. The cover letter accompanying the Standing Order must be signed by one of the persons listed on the Signature Sheet and returned to RTL via fax.

To include a patient in the billing process, fax a copy of their Medicaid/Medicare card to (707) 569-1442, Attention: Insurance Billing Department. The copy should include your agency's RTL account number and all of the following patient information:

- Patient's Full Name
- Medicaid Identification Number
- Date of Birth
- Specimen Identification (if not Name or Social Security Number)

These items only need to be provided once for each patient. It is important to maintain the same specimen identification on each sample sent to RTL for testing. This allows RTL to bill in a timely manner. Failure to do this may cause the patient's charges to appear on agency bill.

10) Are you able to process claims on either a fiscal and/or calendar year basis?

RTL generally processes claims for third party government insurance billing on a calendar year basis.

11) Will your claims processor coordinate claims with a health insurance processor?

RTL does not provide private insurance billing. However, we will provide third party government insurance billing as described above.

12) Will there be an additional fee for coordination of claims/benefits?

RTL will coordinate third party government insurance billing at no additional charge.

13) Describe your proposed process for interaction with an internal/external Medication Therapy Management (MTM) service. N/A
14) Please describe your process for monitoring equivalency substitution of prescription drugs. N/A
15) Will you guarantee full release/access of all data to the NJPA Member? N/A

16) What is the PBM's strategy for routine medication cost effectiveness? N/A
17) What is the turnaround on claims processing? N/A
18) Is there capability to implement a required step therapy program for gradual progression of scripts? N/A
19) Do you provide on-line, electronic POS capability to verify eligibility, verify plan design, enroll, terminate or cancel coverage by the NJPA Member? N/A
20) What is the administrative fee for Electronic Claims? N/A
21) What is the administrative fee for Paper Claims? N/A
22) What is the dispensing fee for Brand prescriptions? N/A
23) What is the dispensing fee for Generic prescriptions? N/A
24) What is effective discount rate for Brand prescriptions? N/A
25) What is the dispensing fee for Generic prescriptions? N/A
26) What is effective discount rate for Brand prescriptions? N/A
27) What is effective discount rate for Generic prescriptions? N/A
28) What is the overall aggregate discount rate for Brand prescriptions? N/A
29) What is the overall aggregate discount rate for Generics prescriptions? N/A
30) Is there a minimum charge per prescription? N/A
31) Estimate of Drug Rebates to NJPA Member N/A
32) What are the estimated startup fees for NJPA or a NJPA Member? N/A
33) For what period of time are quoted rates guaranteed? N/A
34) Is the same MAC price schedule used to bill NJPA Members the same MAC schedule used to pay network pharmacy providers? N/A
35) Is there a price differential between the amount billed to the NJPA Member and the amount paid to the pharmacy for generic drugs? N/A
36) Is there a price differential between the amount billed to the NJPA Member and the amount paid to the Pharmacy for brand drugs? N/A
37) Are drug costs the lesser of U & C price, MAC price or negotiated rate for reimbursement? N/A
38) What is the percentage of ALL drug rebates received by the PBM that will be passed through to NJPA and its members? N/A
39) Will your program provide an audit trail on 100% of ALL funds received from pharmaceutical companies upon request? Is your reporting software web-based? N/A
40) If so, will the Plan Administrator have full access to include monitoring of each prescription claim, the drug name, NDC, quantity, cost, dispensing fee, etc.? N/A
41) Please provide a list of your standardized reports.

RTL has provided a sample of our drug test results reports as an attachment to this proposal; please find this sample in the document labeled "RTL Sample Drug Test Results Reports."

42) Will the standard reports include, drug name, NDC, quantity dispensed, day's supply, DAW, ingredient cost, submitted cost, prior authorizations, and vendor name? N/A
43) Is there additional cost for customized reports? If yes, what is the cost?

RTL will provide customized statistical usage and test summary reports to our clients upon request.

Signature: _____ Date: _____

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES

RFP Opening
January 18, 2013
8:00 A.M. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #011713

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES. Details of this RFP are available beginning December 10, 2012 and continuing until December 24, 2012. Details may be obtained by letter of request to Gregg Meierhofer, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 17, 2013 at 4:30 p.m. Central Time at the above address and opened January 18, 2013 at 10:00 A.M. Central Time.

RFP Timeline

December 10, 2012 Central Time	*Publication of RFP in the print online Minneapolis Star Tribune, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of noticetobidders.com*
December 24, 2012	*Deadline for RFP requests*
December 27, 2012 at 10:00 A.M. Central Time	*Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)*
January 17, 2013 at 4:30 P.M. Central Time	*Deadline for Submission of Proposals*
January 18, 2013	*Public Opening of Bids*

Direct questions regarding this RFP to:
Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

Methods and guidelines for submitting questions are detailed within the body of this document.

1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

1.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at http://www.njpacoop.org/contract-purchasing-solutions/contracts.

1.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

1.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

1.4 NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" Similar Joint Exercise of Powers Laws exists within the laws of each State of the United States. This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at http://www.njpacoop.org/contract-purchasing-solutions/legal-authority/state-procurement-resources.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

1.6.1 National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally

advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

1.6.2 NJPA contracts offer our Members nationally leveraged **volume purchasing discounts**. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

1.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10. A national contract awarded by the NJPA Board of Directors: The intent of this RFP is to award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

1.11 NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

1.11.1 Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

E. SCOPE OF THIS RFP

1.14 The scope, goal and intent of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on demonstrated overall highest value solutions which meet and/or exceed the needs and requirements of NJPA and its Member agencies within the scope of **PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES**. Qualifying Proposers who are able to anticipate the needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

1.15 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

1.18 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

1.19 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant", products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

1.20 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.20.1 Scope of Products/Services: NJPA desires a provider for the broadest possible scope of

products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

1.20.2 **Vendor use of sub-contractors in sourcing or delivering product/equipment and services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the product/equipment and services being proposed. Vendor assumes all responsibility for the equipment/products and services and actions of any such Sub-Contractor.

1.21 **Additional Definitions** for the scope of this solicitation.

1.21.1 In addition to **PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES, this solicitation should be read to include, but not limited to:**

1.21.1.1 N/A

1.21.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

1.22 **Suggested Solutions Options**

1.22.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

1.22.2 With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.22.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

1.22.3.1**Equipment/Products Only Solution:** Equipment/products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

1.22.3.2 **Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.22.3.3 **Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

1.22.3.4 **Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed

solutions to NJPA and NJPA Members' needs both now and into the future.

1.23 Overlap of Scope:

1.23.1 When considering equipment, products, or groups of product/equipment and services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal", please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

1.24 Geographic Area to be Proposed: This RFP invites proposals to provide **PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

1.25 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.26 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.27 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

1.27.1 NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.28 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be

acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.29 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

1.30 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

1.31 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.32 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

1.33 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.33.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.33.2 Technical Descriptions/Specifications. Proposers must supply **sufficient** information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- Identify the equipment/products and services being proposed, and
- Differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

1.34 Important note: NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

1.35 Commonly used Product/Equipment and Services: It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

1.36 New Current Model Product/Equipment: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the

Proposer's "Hot List" described herein.

1.37 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.38 Delivered and operational; Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.39 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

1.40 Proposer's Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the purposes for which they were intended.

G. SOLUTIONS BASED SOLICITATION

1.41 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation". This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

H. INQUIRY PERIOD

1.42 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests". RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to provide a finite group of Potential Bidders to invite to, and attend the pre-bid conference.

I. PRE-BID CONFERENCE

1.43 All Potential Bidders inquiring during the inquiry period will be invited to the OPTIONAL "Pre-Bid Conference" via the e-mail address used to make their inquiry. The purpose of the pre-bid conference is to allow Potential Bidders to ask questions and hear answers from their own questions and the questions of other Potential Bidders.

2. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. A

Proposer that exhibits the ability to offer an outstanding overall program, demonstrates the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP is preferred.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 "Contract" as used herein shall mean cumulative documentation consisting of this RFP, fully executed forms C, D, F, H, I & P from the Proposer's response pursuant to this RFP, and a fully executed form E, "Acceptance and Award" with final terms and conditions.

Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER'S RESPONSE

2.8 A Proposer's Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point.

2.11 FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA

to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

3.8 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following format:

3.8.1 Hard copy original signed, completed, and dated forms C,D,F,H,I, and hard copy signed signature page only from forms A and P from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 Two complete copies of your response on a CD (Compact Disc) or flash drive. The first copy shall be identified as the "Evaluation Copy" and the second copy will be identified as the "Public Records" copy. Both copies shall contain completed Forms A,B,C,D,F,H,I & P, your statement of products and pricing together with all appropriate attachments, a copy of your audited financial statements from previous year end(or an unaudited copy if an audited copy is not available). However, your "Public Record Copy" shall have all "Trade Secret" information redacted. You will be responsible for citing specific legal authority for each redaction as identified herein.

3.9 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and

prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening"**, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

E. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing **"PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES** to Gregg Meierhofer, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7^{th}) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 **Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

3.23 **Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

3.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES", and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 **Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

3.26 **Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

3.27 **On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed

as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. CERTIFICATE OF INSURANCE

3.29 Proposer shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a "Certificate Holder" and an "Additional Insured". Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

3.30 Vendor, upon award, shall be required to maintain the following insurance coverages during the term of the NJPA Contract:

(1) Workers Compensation insurance (Occurrence) with the following minimum coverages: Bodily injury by accident--per employee $100,000; Bodily injury by disease--per employee $100,000; Policy limits $500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverages: Bodily injury by accident--per employee $100,000; Bodily injury by disease--per employee $100,000; Policy limits $500,000.
(2) Commercial General Liability Policy per occurrence $1,000,000.
(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of $1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

I. ORDER PROCESS AND/OR FUNDS FLOW

3.32 Please propose an order process and funds flow. Please choose from one of the following:

3.32.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.32.3 Other: Please fully identify.

J. ADMINISTRATIVE FEES

3.33 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.33.1 Calculated as a percentage of the dollar volume of all equipment/products and services

provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.33.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.33.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP.

3.33.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.34 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Equipment and Related Service Price and Program Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/equipment to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

4.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

4.7 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

4.8 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

4.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. "The published List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.11 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a "Catalogue or List Price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

4.12 Individualized percentage discounts can be applied to any number of defined product groupings.

4.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the product/equipment or related service.

4.14 Accessory options requested by the customer and related to the general scope of this RFP but are not under the current contract will be priced using a "Sourced Product/equipment pricing model" as defined herein. See Section F

4.15 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published "MSRP" with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

4.16 NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for product/equipment and related services may be added to the Contract through the NJPA approval process at the time they become available.

C. HOT LIST PRICING

4.17 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List selection offer pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing or offering a "Hot List Selection" of equipment/products and related services is optional. Equipment/products and related services may be added or removed from the "Hot List" at any time.

4.18 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued

items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.19 Hot List Program and Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/equipment and related service descriptions and Pricing with NJPA.

D. CEILING PRICE

4.20 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. **IMPORTANT NOTE:** Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

4.21 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

E. VOLUME PRICE DISCOUNTS

4.22 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.23 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

4.24 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

4.25 NJPA or NJPA Members may from time to time, request product/equipment and/or equipment/products and related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service listing or "list or catalog". These items are known as Sourced Product/Equipment or Open Market Items.

4.26 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

4.26.1 Identify all such equipment, products and services as "Sources Product/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

4.26.2 All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

4.26.3 NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member.

G. COST PLUS A PERCENTAGE OF COST

4.27 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

H. TOTAL COST OF ACQUISITION

4.28 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

- The cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location.

4.29 For example, if you are proposing equipment/products only (IE, FOB Proposer's dock) your proposal would identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The "Proposal should reflect that the contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None".

I. REQUESTING PRODUCT/EQUIPMENT AND RELATED SERVICE ADDITIONS/DELETIONS

4.30 Requests for product/equipment and related services, price changes, additions, deletions, or any related contract changes must be made in written form and shall be subject to approval by NJPA.

4.31 New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.32 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.33 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.34 Documenting the "Best Interests of NJPA and NJPA Members" when outdated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.35 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product/equipment line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter. Pending approval of your request by NJPA you will need to provide a complete re-statement of all pricing including all new prices/products AND existing prices and products/equipment.

4.36 NJPA's intent is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can approve and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.37 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is highly valued when we are documenting price reductions.

4.38 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/equipment/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing equipment/products and services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new equipment/products and services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of ourselves and our Members.

4.39 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum or raw material costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.40 NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. Submit the following documentation to request a pricing change:

4.40.1 A cover letter:

a. Please address the following subjects in your cover letter:

i. What product/equipment and related service prices are changing?

ii. How much are the prices changing?

iii. Why are the prices changing?

iv. Any additions or deletions from the previous product/equipment and related services list and the reason for the changes.

b. The specifics of the product/equipment and price changes will be listed in the excel spreadsheets identified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.

i. If applicable and **for example,** indicate "All paper equipment/products and services increased 5 % in price due to transportation and fuel costs."

ii. If applicable, for instance, indicate, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.40.2 An excel spreadsheet identifying all equipment/products and services being offered and

their pricing. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

a. Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

ii. Create a historical record of pricing.

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.41 Initially; and again with each request for product addition, deletion, and/or pricing change; you must state all pricing for all equipment/products and services available. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

4.42 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.43 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

4.44 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

M. PAYMENT TERMS

4.45 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable to the customary method of procurement relating to the contracted product/equipment and related services.

4.46 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The "Purchase Option" at lease maturity ($1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Proposer and the Leasing Company.

N. SALES TAX

4.47 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities.

Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

O. SHIPPING AND SHIPPING PROGRAM

4.48 Shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of product/equipment. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order. See "The Total Cost of Acquisition" for the equipment/products and related services.

4.49 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "proposal pricing."

4.50 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.51 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.52 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.53 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order product/equipment may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

4.54 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.55 Unless specifically stated otherwise in the "Shipping Program" of a Proposer's Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.56 Delivered products/equipment must be properly packaged. Damaged products/equipment will not be accepted, or if the damage is not readily apparent at the time of delivery, the products/equipment product/equipment shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the product/equipment at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the product/equipment at the time of delivery.

4.57 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA Member.

4.58 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers

substandard or inferior products/equipment which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product/equipment, NJPA Member will immediately notify Vendor and the Vendor will replace non-conforming product/equipment with conforming product/equipment acceptable to the NJPA member.

4.59 Throughout the term of the Contract, Proposer agrees to pay for return shipment on product/equipment that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged product/equipment.

4.60 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

P. NORMAL WORKING HOURS

4.61 Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: If you are awarded a contract based on this solicitation, your sales force will be the primary source of the contract success. Your sales force needs to be aware that the value of the contract includes:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP).
- The use of the NJPA Contract will save you and your sales force the time and effort of responding to individual Request For Proposals (RFPs).
- The use of the NJPA Contract will offer NJPA members the opportunity to have the ability to choose your company's contracted product/equipment and related services.

An award of Contract resulting from this RFP is an opportunity for the awarded Vendor to pursue commerce with, and deliver valued contracted products/equipment and related service solutions to NJPA and NJPA Members nationwide. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver your Contract solution to NJPA and NJPA Members through your marketing and sales efforts.

5.1.2 Identify, in general, your national footprint and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force network in terms of numbers and geographic location and distribution of the product/equipment and related services. Service may be independent of the sales of the product/equipment. Demonstrate fully the sales and service capabilities of your company through your response.

5.1.2.1 Identify whether your sales force are employees or independent contractors. Identify whether your dealers are company owned or independently owned.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force or dealer network gathered at national or regional

events in the near future? Does you sales force or dealer network have the ability to participate in sales training webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel for sales training and/or on a webinar or webcast or other methodologies to effectively reach the appropriate groups within your sales management, dealer network and sales force.

5.1.4 Sales Management Contract Training.

5.1.4.1 NJPA will commit to providing contract sales training regarding all aspects of communicating the value of the Contract itself, the authority of NJPA to offer the Contract to its Members, the value the Contract delivers to NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize NJPA procurement contracts.

5.1.4.2 Your Sales Management will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the contract and its proper use and utility, and 3) the delivery of the contracted products/equipment and related services and the sales reward which creates a personal commitment to the contract. NJPA desires a marketing plan that:

5.2.1 identifies the value to a member of a delivered a competitively proposed national cooperative procurement contract that reduces the need by both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility to facilitate and responding to multiple and similar individual RFP's;

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff who will be trained on the sales and marketing methods, strategy, use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 **External Marketing Plan:** NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/equipment and related services to NJPA current and potential members nationwide. As a part of your Marketing Plan, demonstrate your sales and service network and the capability to staff, communicate and offer the contract opportunity while demonstrating your commitment to serving NJPA and NJPA Members nationwide through the awarded contract.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA directory and other marketing publications.

5.4.2 Contract announcements and advertisements. Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through applicable trade shows. Proposers are encouraged to identify tradeshows and other appropriate venues for the promotion of any such Contract. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows. Examples of such could include:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all contracted equipment/products and services to current and potential NJPA Members. NJPA reserves the right to deem a Proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA roll out this program to current and potential NJPA Members. NJPA requires the Awarded Vendors actively promote the Contract in cooperation with the NJPA. Proposers are advised to consider marketing efforts in the areas of 1) Website Link from Proposer's website to NJPA's website, 2) Attendance and participation with a display booth at national and regional trade shows and meetings when the event is applicable to the Proposer's customer vertical, and 3) Sales team and sales training programs involving both Proposer's sales management and NJPA staff.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to develop a process to establish membership status of current and potential agencies with NJPA as a part of the sales or customer communication process.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled **"PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES"** will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or

telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 Overall Evaluation (FORM G) - The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.2 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2.1. Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Evaluation Committee based on criteria identified as being both "optional" and "having additional value."

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee.

7.5 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.6 NJPA uses a variety of evaluation methodologies, including but not limited to a cost scoring comparison of specific equipment/products. These processes establish points for submitted price levels.

7.7 The procurement activities of the NJPA Proposal Evaluation Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.8 Proposer's Response received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.9 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.10 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non-responsive.

7.11 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially

conform to all the terms and conditions in the solicitation to be considered responsive.

7.12 The Proposal Evaluation Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.

C. PROPOSAL EVALUATION CRITERIA

7.13 Reduction of Evaluation Points. The following items will be sufficient cause to reduce evaluation points.

7.13.1 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.14 Evaluation Criteria

7.15 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.
18. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
19. Information from government and education references and past performance information including past agency approval.
20. Demonstrates that they offer the most current industry standard equipment/products and related services and/or services.
21. Demonstrates financial stability as a company and a favorable banking line of credit.
22. Demonstrates their equipment/products and related services proposed meet and/or exceed

industry standards accepted by educational or governmental agencies nationally.

23. Demonstrates market place success and their past performance exhibits an acceptable reputation nationally within the government and education market place.
24. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and related services offered to government and education and related agencies.
25. Response's conformance to terms and conditions as described in the solicitation, including documentation.
26. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded NJPA Contract.
27. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
28. Line-Item Pricing, or acceptable pricing model in approved excel format, listing of all of the proposed equipment/products and related services and warranty provisions with their associated units of costs.
29. Hot List Pricing equipment/products and related services in a Line-Item Pricing format (when applicable).
30. Contract Pricing submitted as requested to include selection of products/equipment and related services in a Line-Item Pricing and/or Percentage Discount from a published gov/ed price list or Catalog.

D. OTHER CONSIDERATION

7.16 Consideration will be given in the award based on the completion and degree of information provided regarding available products/equipment, and accessories, and related services as well as, applicable parts of the Proposer Information and Questionnaire.

7.17 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the product/equipment, related services or related products/equipment offered.

7.18 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.19 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.20 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. A positive review will reflect the ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members comfort and assurance understanding that the proposer accepts the sole source of responsibility of the response to the scope of this RFP.

7.21 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.22 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.23 Strong consideration will be given to the best price as it relates to the quality of the product and

service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

7.24 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.25 Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available). The Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.26 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.27 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been proven or suspicion of collusion among the Proposers.

E. COST SCORING EVALUATION

7.28 NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

F. PRODUCT TESTING

7.30 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

G. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

H. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 **Purchase Order**- Purchase Orders for product/equipment and related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 **Governing Law**- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 **Additional Terms and Conditions**- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

8.4 **Specialized Service Requirements**- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

8.5 **Performance Bond**- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the member or the vendor.

C. REPORTING OF SALE ACTIVITY

8.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

8.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales EVERY QUARTER regardless of the existence or amount of sales.

D. AUDITS

8.8 During the Term, however no more than once per calendar year, Vendor(s) may be required to make available to NJPA at the Vendor's corporate offices (during normal business hours) the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.9 Hub Partner: Where applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.10.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and

8.10.2 To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

8.11 Where Appropriate, the value in US Dollars for Trade-ins will be negotiated between NJPA or an

NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract;
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales ;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

8.14 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.
Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.
Step 3: Issue letter to cancel Contract for cause.

8.15 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.16 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience,

without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.17 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.18 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.19 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.20 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) for two consecutive weeks in both the hard copy print and on-line editions of Oregon's Daily Journal of Commerce, 3) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 4) it shall be posted on NJPA's website, 5) it shall be posted to the "Noticetobidders.com" website, and 6) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are

intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

9.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

9.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

9.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

9.7 Applicable Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.10 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable and acceptable Vendor at the discretion of NJPA.

9.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. LIST OF PROPOSERS

9.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. DATA PRACTICES

9.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the NJPA. Proposer can redact additional confidential information at any time after the evaluation process if appropriate legal justification is provided.

H. ENTIRE AGREEMENT

9.16 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.17 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award Form document (see Form E).

I. FORCE MAJEURE

9.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of

the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

J. GRATUITIES

9.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA are deemed to be excessive with a view or demonstrated intent toward securing a contract or with respect to the performance of a pending or awarded Contract.

K. HAZARDOUS SUBSTANCES

9.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

L. LEGAL REMEDIES

9.21 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is located and domiciled.

M. LICENSES

9.22 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

9.23 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

N. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.24 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

9.25 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for equipment/products and related services and products/equipment and related services provided by third-party sourcing or service providers.

0. NON-WAIVER OF RIGHTS

9.26 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

P. PROTESTS OF AWARDS MADE

9.27 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

Q. PROVISIONS REQUIRED BY LAW

9.28 Proposer agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

R. RIGHT TO ASSURANCE

9.29 Whenever one party to the awarded Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

S. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

T. HUMAN RIGHTS CERTIFICATE

9.31 If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

9.32 If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must

also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

U. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

V. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

10. FORMS

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Provide a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) for your organization.
5) Does your company name match the name identified on your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available)? If no, why not?
6) Provide a brief history of your company that includes your company's core values and business philosophy.
7) Provide profiles and an organizational chart for key management, sales management and marketing executives of your company that will oversee and ensure the successful implementation, execution and operation of a Contract resulting from this RFP.
8) How long has your company been in the **"PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES"**, industry?
9) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   c) Are these individuals your employees, or the employees of a third party?
   d) If applicable, is the Dealer Network independent or company owned?
10) Please provide your bond rating, and/or a credit reference from your bank.
11) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
12) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
13) Provide all "Suspension or Disbarment" information as defined and required herein. See Section U 9.31.

Industry-Marketplace Successes

14) List and document recent industry awards and recognition.
15) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.
16) Provide names and addresses of the top five (5) government or education agency customers to include the scope of

projects, size of transaction, and dollar volumes from the past three (3) fiscal years.

17) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually

Proposer's ability to sell and service nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
26) Describe your off shore contract sales capabilities and requirements. Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
28) Describe your general marketing program strategy to promote the proposed Contract nationally and ensure success.
29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send examples of your marketing materials in electronic format.
30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
34) Do you view your products/equipment applicable to an E-procurement ordering process? Yes/ No.
35) If yes, describe examples of E-procurement system(s) that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
36) Please describe how you will communicate your pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts Held

37) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.
38) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the

previous question.

39) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
40) What is the annual combined dollar sales volume for each of these contracts?
41) Identify any GSA Contracts held or utilized by the Proposer.
42) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
43) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract? ____ Yes ____ No Explain and demonstrate your commitment and/or restrictions.
44) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added Attributes

45) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
46) Is this training standard as a part of a purchase or optional?
47) Describe current technological advances your proposed equipment/products and related services offer.
48) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
49) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
50) Identify any other unique or custom value added attributes of your company or your products/equipment or related services.
51) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? What makes your proposed solutions unique in your industry as it applies to NJPA members?
52) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
53) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
54) Describe any unique distribution and/or delivery methods or options offered in your proposal.

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager _____

Email: _____ Phone: _____

Other contract management personnel

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Form C

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA Accepts	NJPA Rejects

NJPA's clarification on exception/s listed above:

Proposer's Signature: _____ **Date:** _____

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES,

In compliance with the Request for proposal (RFP) for "PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 011713 PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES

_____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be _____, 20_____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____

NJPA Executive Director (Name printed or typed)

Awarded this _____ day of 20_____ **NJPA Contract Number # 011713**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of 20_____ **NJPA Contract Number # 011713**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____ _____

(Name printed or typed)

Title: _____

Executed this _____ day of 20_____ **NJPA Contract Number # 011713**

PROPOSER ASSURANCE OF COMPLIANCE

Form F

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any product/equipment and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and

4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and

6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract, and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the

federal, state, and local laws, regulations, rules, and orders, and

11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

Contact Person for Questions: _____

_____

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____ , 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G.

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject "**PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES**"

Conformance to terms and conditions to include documentation	50	
Pricing	400	
Financial, Industry and Marketplace Successes	75	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	50	
Value Added Attributes	75	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Dissadvantaged Business Entity Charactoristics	50	
Overall Evaluation Points	1100	0

Reviewed by: _____ Its _____

_____ Its _____

FORM H **State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to** BOX C. **Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to** BOX C.
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to** BOX C. **Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – **For those companies not described in** BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to** BOX C.

BOX C – **For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company:_____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101
Web: www.humanrights.state.mn.us
TC Metro: (651) 296-5663
Fax: (651) 296-9042
Toll Free: 800-657-3704
TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at http://www.dhs.gov/ximgtn/programs.

If any response to a solicitation is or could be in excess of $50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program
Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:
Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155
E-mail: MMDHelp.Line@state.mn.us
Telephone: 651.296.2600
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Form P

PROPOSER QUESTIONNAIRE - Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
2) Identify any applicable leasing or other financing options as defined herein.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
4) Do you accept the P-card procurement and payment process?
5) Describe your ability to serve NJPA and NJPA Members through an E-Marketplace solution?

Warranty

6) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
7) Do all warranties cover all products/equipment parts and labor?
8) Do warranties impose usage limit restrictions?
9) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
10) Please list any other limitations or circumstances that would not be covered under your warranty.
11) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Products and Related Services and Pricing

12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
14) Propose a strategy, process, and specific method of facilitating "Sourced Product/equipment and related services" or "Non-Standard Options" solution as defined herein.
15) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
16) Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.
17) If applicable, provide a "CORE LIST" of equipment/products and related services (defined as products/equipment or services most frequently used and highlighted with additional discounts when compared to the standard "Pricing") as a separate and named spreadsheet. Include special pricing, if any, on these items.
18) If applicable, provide a "Hot List" format of specific product/equipment and related services as defined herein.
19) Provide your NJPA customer volume rebate programs, as applicable.
20) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
21) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

22) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.

Prices offered in this proposal are **(Your proposal will be deemed "Non-Responsive" if this question is not answered):**

_____a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

23) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.

24) Describe in detail your proposed exchange and return program(s) and policy(s).

25) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

26) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry or Sector Specific Questions

1) Please identify which drugs proposed are name-branded and which are formulary equivalents.
2) When a generic drug becomes available, how long before that drug is on formulary and available to the patient?
3) Please identify any "Specialty Drugs" included in your proposal?
4) Please identify any "Specialty Drugs" specifically excluded from any portion of your proposal which are traditionally included in major medical coverage?
5) How will you provide "Specialty drugs" to individuals if the drugs are included on the formulary?
6) What programs do you offer to assist those with specialty medication needs that can help contain overall costs?
7) Will you be using a PBM or a PBA to provide claims processing?
8) Please provide your definition of the type of organization (PBM or PBA) you have indicated.
9) Briefly describe your enrollment process for both groups and individual insured's including the responsibility for the provision of both individual State compliant group enrollment forms and individual insured's plan participation cards.
10) Are you able to process claims on either a fiscal and/or calendar year basis?
11) Will your claims processor coordinate claims with a health insurance processor?
12) Will there be an additional fee for coordination of claims/benefits?
13) Describe your proposed process for interaction with an internal/external Medication Therapy Management (MTM) service.
14) Please describe your process for monitoring equivalency substitution of prescription drugs.
15) Will you guarantee full release/access of all data to the NJPA Member?
16) What is the PBM's strategy for routine medication cost effectiveness?
17) What is the turnaround on claims processing?
18) Is there capability to implement a required step therapy program for gradual progression of scripts?
19) Do you provide on-line, electronic POS capability to verify eligibility, verify plan design, enroll, terminate or cancel coverage by the NJPA Member?
20) What is the administrative fee for Electronic Claims?
21) What is the administrative fee for Paper Claims?

22) What is the dispensing fee for Brand prescriptions?
23) What is the dispensing fee for Generic prescriptions?
24) What is effective discount rate for Brand prescriptions?
25) What is the dispensing fee for Generic prescriptions?
26) What is effective discount rate for Brand prescriptions?
27) What is effective discount rate for Generic prescriptions?
28) What is the overall aggregate discount rate for Brand prescriptions?
29) What is the overall aggregate discount rate for Generics prescriptions?
30) Is there a minimum charge per prescription?
31) Estimate of Drug Rebates to NJPA Member
32) What are the estimated startup fees for NJPA or a NJPA Member?
33) For what period of time are quoted rates guaranteed?
34) Is the same MAC price schedule used to bill NJPA Members the same MAC schedule used to pay network pharmacy providers?
35) Is there a price differential between the amount billed to the NJPA Member and the amount paid to the pharmacy for generic drugs?
36) Is there a price differential between the amount billed to the NJPA Member and the amount paid to the Pharmacy for brand drugs?
37) Are drug costs the lesser of U & C price, MAC price or negotiated rate for reimbursement?
38) What is the percentage of ALL drug rebates received by the PBM that will be passed through to NJPA and its members?
39) Will your program provide an audit trail on 100% of ALL funds received from pharmaceutical companies upon request? Is your reporting software web-based?
40) If so, will the Plan Administrator have full access to include monitoring of each prescription claim, the drug name, NDC, quantity, cost, dispensing fee, etc.?
41) Please provide a list of your standardized reports.
42) Will the standard reports include, drug name, NDC, quantity dispensed, day's supply, DAW, ingredient cost, submitted cost, prior authorizations, and vendor name?
43) Is there additional cost for customized reports? If yes, what is the cost?

Signature: _____ Date: _____

Pre-submission Checklist

- ❑ Have you read, and do you understand the intent this RFP?
- ❑ Have you attended the Pre-Proposal Conference for this RFP?
- ❑ Have you completed the questionnaires (Forms A & P) to the best of your ability?
- ❑ Have you submitted pricing for all of the product/equipment and related services you are proposing within the scope of this RFP?
- ❑ Have you packaged your Proposal submission identifying conspicuously "Competitive Proposal Enclosed, Please hold for public opening XX-XX-XXX"?
- ❑ Have you sent your package in sufficient time for physical delivery at 202 12th ST NE Staples, MN 56479 to occur prior to the deadline for delivery?
- ❑ Have you submitted hard copy original signed, completed, and dated forms C, D, E, H, I, and hard copy signed signature page only from forms A and P of this RFP?
- ❑ Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- ❑ Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A, B, C, D, E, F, H, I & P in your proposal?

Contents of your Proposal response:

- ❑ **Hard copy original signed, completed, and dated forms C, D, E, H, I, and hard copy signed signature page only from forms A and P.**
- ❑ **Electronic submission of proposal forms A, B, C, D, E, F, H, I & P (CD or flash drive).**
- ❑ **Certificate of Insurance (demonstration of insurability)**

Form Titles

Form A	Proposer Questionnaire – General Business Information
Form B	Proposer Information
Form C	Exceptions to Proposal, Terms, Conditions, and Solutions Request
Form D	Formal Offering of Proposal
Form E	Contract Acceptance and Award
Form F	Proposer Assurance of Compliance
Form G	Overall Evaluation and Criteria
Form H	State Of Minnesota – Affirmative Action Certification
Form I	State Of Minnesota – Immigration Status Certification
Form P Warranty	Proposer Questionnaire – Products/equipment, Pricing, Sector Specific, Services, Terms and

Addendum 121012

To that certain
RFP#111713
Issued by
The National Joint Powers Alliance®
For the procurement of

PRESCRIPTION DRUGS WITH RELATED GOODS AND SERVICES

Please consider the following to be a part of the above RFP:

- The "Deadline for RFP Requests" will be extended from December 24, 2012 to December 26, 2012.
- The "Pre Proposal Conference" will be move from December 27, 2012 at 10:00 AM Central time to December 28, 2012 at 10:00AM Central Time.
- The "Deadline for Submission of Proposals" and the "Public Opening Date" will remain unchanged.