IDAHO

State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Number: PADD16200245

Account Number: AC-1

Purchase Order Date: September 17, 2015

Service Start Date: September 14, 2015

Service End Date: September 30, 2016

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency USD

FOB Instruction: Destination

Attachment(s):

Supplier

Mary Tardel
Redwood Toxicology Laboratory, Inc
3650 Westwind Blvd
Santa Rosa, CA 95403
Phone: 800-255-2159

Fax:

Email: bids@redwoodtoxicology.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract for is for Drug Testing Kits pursuant to MMCAP Contract MMS14033 (and Member-Requested Participation Agreement, effective September 14, 2015). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis. This Contract is to be drawn upon as requested by Participating Agencies for the period noted above and may be renewed for three (3) additional one (1) year renewal periods subject to mutual, written agreement between the parties.

Agencies will need to become members of MMCAP in order to access MMCAP Contract MMS14033. Contact the Division of Purchasing for information regarding becoming a member.

Agencies are advised that the Member-Requested Participation Agreement limits purchases to drug testing kits (specifically for urine testing). Agencies are not authorized to purchase other products or services available under MMCAP Contract MMS14033.

Contract Title: Drug Testing Kits
Contract Usage Type: Open Contract
Public Agency Clause: Yes
Contract Administration: Jason Urquhart
Phone Number: 208-332-1608
Fax Number: 208-327-7320
E-Mail: jason.urquhart@adm.idaho.gov

Contractor's Primary Contacts
Contact for General Issues: Charity Rittis
Phone Number: 707-570-4426
E-Mail: crittis@redwoodtoxicology.com

Contact for New Accounts: Kristina Marguglio
Phone Number: 707-570-4414
E-Mail: kmarguglio@redwoodtoxicology.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1	0	LO	$115,000.00	$115,000.00

Item Description #1

Contract initial term.

Delivery Date: August 29, 2015
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	$115,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$115,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature:
Signed By : Jason R. Urquhart

MMCAP

MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS14033, Amendment 4

This Member-requested Participation Agreement (MPA) is by and among:

STATE OF IDAHO, DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING (MEMBER);

REDWOOD TOXICOLOGY LABORATORY, INC. (VENDOR);

and

STATE OF MINNESOTA
ACTING THROUGH ITS COMMISSIONER OF ADMINISTRATION
ON BEHALF OF THE MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY (MMCAP)

and amends the Agreement between MMCAP and Vendor to include the following:

Effective Date and Term: This MPA is effective upon final signature, and expires upon the expiration of MMCAP's contract with Vendor (MMS14033) or by any party upon 30 days' written notice to the other parties to this MPA.

Scope: MMCAP and Vendor entered an agreement identified as MMCAP Contract No. MMS14033 on October 1, 2014, and Member desires to access the MMCAP agreement for products and services with Vendor, which is incorporated into this MPA by reference.

Additional Terms:
The following terms and conditions apply solely to the performance of Vendor and Member and solely for facilities designated as applicable by Member. These terms will be enforced by Member.

State of Idaho agencies and political subdivisions are only authorized to purchase drug testing kits (specifically for urine testing) under this MPA.

Notwithstanding the provisions of section 2.5 – Purchase Orders of the MMCAP Agreement, the following additional terms shall be effective between Member and Vendor:

1. Vendor acknowledges and agrees that the State of Idaho does not recognize and shall not pay any claim or invoice to an assignee unless the assignment is accepted by the Idaho Board of Examiners pursuant to Idaho Code section 67-1027. Member will provide reasonable assistance to Vendor or Vendor's assistance in applying for such recognition.

2. The Idaho Legislature has not delegated authority to Member to consent to the jurisdiction of the courts of sister states. Notwithstanding the provisions of section 13 of the MMCAP Agreement, disputes between Vendor and Member shall be governed by the laws of the State of Idaho. Nothing in this MPA or the MMCAP Agreement shall be construed as consent to the jurisdiction of the courts of the State of Minnesota, a waiver of the State of Idaho's rights pursuant to the 11th Amendment to the United States Constitution, or a waiver of the State of Idaho's sovereign immunity, which immunity is hereby expressly reserved.

MMCAP

MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS14033, Amendment 4

3. For the purposes of section 2.5.5 of the MMCAP Agreement, the following shall be deemed written consent for Member to initiate a claim, action, suit or proceeding against Vendor in the courts of the State of Idaho:

a. Failure of the State of Minnesota Attorney General's Office to provide written consent to Member within ninety (90) calendar days of a written request for consent to the State of Minnesota Attorney General's Office pursuant to section 2.5.5 of the MMCAP Agreement or,

b. Failure of MMCAP to initiate a claim, action, suit or proceeding against Vendor within ninety (90) calendar days of a written request for consent to the State of Minnesota Attorney General's Office pursuant to section 2.5.5 of the MMCAP Agreement.

4. Upon acceptance as a member within the MMCAP program, Vendor shall offer and extend the terms of the MMCAP Agreement, as modified by this Member-requested Participation Agreement and to the extent such MMCAP Agreement has not expired or terminated, to other public agencies of the state of Idaho, as defined in Idaho Code section 67-2327. Any public agency desiring these terms shall independently contract with the Vendor, separately comply with participation requirements imposed by MMCAP, and comply with any other applicable provisions of Idaho law governing public agency contracts.

1. State of Idaho

By: Jason R. Urquhart Date: 8/28/15

Title: Purchasing Officer

2. Redwood Toxicology Laboratory, Inc.

By: Barry Chapman Date: 9/3/15

Title: Chief Financial Officer

3. State of Minnesota for MMCAP
In accordance with Minn. Stat. § 16C.03, subd. 3

By: Vanderplaats, CPhT Date: 9/14/2015

4. Minnesota Commissioner of Administration
In accordance with Minn. Stat. § 16C.05, subd. 2

By: Heather Corkett Date: Sept. 14, 2015