



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT TO:

Sam Hammond
Samuel.Hammond@doc.mo.gov
573-528-8590
(573) 522-1582 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 238
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
9/23/2015	Attn: William L. Parker, President American Court Services PO Box 744 Lancaster, OH 43130	Amendment 004 Y12709021	Hair Testing Services & Supplies Department of Corrections Cremer Therapeutic Center and Various Probation

CONTRACT Y12709126 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.2.1 and 2.3.1 on page 2, the Missouri Department of Corrections desires to renew the above referenced contract for the period of November 7, 2015 through November 6, 2016.

All terms, conditions and provision, including prices, of the previous contract shall remain and apply hereto.

Return of this amendment by the contractor is not required

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Ellic McSwain, Chairman, Board of Probation and Parole

Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Diana Fredrick, CPPB
Diana.fredrick@doc.mo.gov
Ph: (573) 528-0591 - Fax: (573) 522-1562
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
11/06/14	Attn: William L. Parker, President American Court Services PO Box 744 Lancaster, OH 43130	Amendment 003 Y12709021	Hair Testing Services & Supplies Department of Corrections Cremer Therapeutic Center and Various Probation & Parole Office

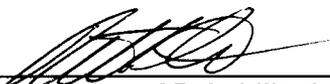
CONTRACT Y12709021 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.2.1 and 2.3.1 on page 2, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of November 7, 2014 through November 6, 2015.

All terms, conditions and provisions of the previous contract period, including prices, shall remain and apply hereto.

Return of this amendment by the contractor is not required.

This amendment is accepted by the Missouri Department of Corrections as follows: **In its entirety.**



Matt Sturm, Director, Division of Rehabilitative Services

11-6-14

Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT NO LATER THAN NOVEMBER 1, 2013 TO:

Sam Hammond
Samuel.Hammond@doc.mo.gov
(573) 526-6590
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 238
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
10/29/13	AMERICAN COURT SERVICES PO BOX 744 LANCASTER, OH 43130	Amendment 002 Y12709021	HAIR TESTING SERVICES AND SUPPLIES

CONTRACT Y12709021 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.3.1 on page 2, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of November 7, 2013 through November 6, 2014.

All terms, conditions and provisions, of the previous contract period including price shall remain and apply hereto.

The contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: American Court Services
Mailing Address: P.O. Box 744
City, State Zip: Lancaster OH 43130
Telephone: 744-687-6156
E-Mail Address: william.parker@americancourtservices.com
Authorized Signer's Printed Name and Title: William L. Parker, President
Authorized Signature: William L. Parker Date: 11/4/13

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

W. Stumm
Matt Stumm, Division Director, Division of Rehabilitative Services
Date: 11/7/13



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT NO LATER THAN SEPTEMBER 14, 2012 TO:

Lisa Meyer, MBA, CPPB
Lisa.Meyer@doc.mo.gov
(573) 526-6611 (Phone)
(573) 522-1562 (Fax)

FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
08/29/2012	AMERICAN COURT SERVICES P O BOX 744 LANCASTER, OH 43130	Amendment #001 Y12709021	HAIR TESTING SERVICES AND SUPPLIES

CONTRACT Y12709021 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.3.1 on page 2, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of November 7, 2012 through November 6, 2013.

All terms, conditions and provisions of the previous contract period, including prices, shall remain and apply hereto.

Return of this amendment by the contractor is not required.

.....

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.


Matt Sturm, Director
Division of Rehabilitative Services

8-30-12
Date

INVITATION FOR BID

Missouri Department of Corrections
P.O. Box 236
Jefferson City, MO 65102

Bids Must be Received No Later Than:

2:00 p.m., September 29, 2011

For information pertaining to the IFB contact:
Henry Willis
Procurement Officer
Telephone: (573) 522 - 2109
E-mail: Henry.Willis@doc.mo.gov

IFB 12709021

Hair Testing Services and Supplies

FOR
Department of Corrections
Cremer Therapeutic Center
and
Various Probation and Parole Offices

Contract Period: Date of award thru one year
Date of Issue: September 14, 2011
Page 1 of 29

Services procured by the

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

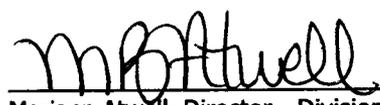
Company Name: American Court Services
Mailing Address: PO Box 744
City, State Zip: Lancaster, OH 43130
Telephone: 740-687-6156 Fax: 866-741-8523
Federal EIN#: 31-1751856 State Vendor#: _____
Email: william.parker@americancourtservices.com

Authorized Signer's Printed Name and Title William Parker - President / Owner

Authorized Signature:  Bid Date 9/29/2011

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: **In its entirety**
Contract Term: **11-07-2011 - 11-06-2012**



Mariann Atwell, Director - Division of Rehabilitative Services

Contract No. Y12709021

11/1/11

Date

The original cover page, including amendments, should be signed and returned with the bid.

INVITATION FOR BID

Missouri Department of Corrections
P.O. Box 236
Jefferson City, MO 65102

Amendment 001 IFB 12709021

Hair Testing Services and Supplies

FOR
Department of Corrections
Cremer Therapeutic Center
and
Various Probation and Parole Offices

Contract Period: Date of award thru one year
Date of Issue: September 14, 2011
Page 1 of 29

Bids Must be Received No Later Than:

Revised by Amendment 001
2:00 p.m., October 3, 2011

For information pertaining to the IFB contact:
Henry Willis
Procurement Officer
Telephone: (573) 522 - 2109
E-mail: Henry.Willis@doc.mo.gov

Services procured by the

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: _____
Mailing Address: _____
City, State Zip: _____
Telephone: _____ Fax: _____
Federal EIN#: _____ State Vendor#: _____
Email: _____

Authorized Signer's Printed Name and Title _____

Authorized Signature: _____ Bid Date _____

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. _____

Mariann Atwell, Director - Division of Rehabilitative Services

Date _____

The original cover page, including amendments, should be signed and returned with the bid.

Amendment 1
Amendment 1 makes the following changes to IFB 12709021

Closing date has change to October 3, 2011; 2:00 p.m.

INVITATION FOR BID

Missouri Department of Corrections
P.O. Box 236
Jefferson City, MO 65102

Bids Must be Received No Later Than:

2:00 p.m., September 29, 2011

For information pertaining to the IFB contact:
Henry Willis
Procurement Officer
Telephone: (573) 522 - 2109
E-mail: Henry.Willis@doc.mo.gov

IFB 12709021

Hair Testing Services and Supplies

FOR
Department of Corrections
Cremer Therapeutic Center
and
Various Probation and Parole Offices

Contract Period: Date of award thru one year
Date of Issue: September 14, 2011
Page 1 of 29

Services procured by the

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: _____
Mailing Address: _____
City, State Zip: _____
Telephone: _____ Fax: _____
Federal EIN#: _____ State Vendor#: _____
Email: _____

Authorized Signer's Printed Name and Title _____

Authorized Signature: _____ Bid Date _____

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. _____

Mariann Atwell, Director - Division of Rehabilitative Services

Date _____

The original cover page, including amendments, should be signed and returned with the bid.

Exhibit A

PRICING PAGE

The bidder must submit a firm, fixed price for each item below.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	Drug Assay and Screening Test Kit Hair testing kit pursuant to the mandatory specifications herein. Kit price shall include all Required testing per the specifications identified herein. Brand: <u>OMEGA</u> Stock No.: <u>OM-10REV(01-09)</u> Tests per kit: <u>ONE</u>	300	EA	\$ <u>55.00</u>
002	Charges, if any, incurred for testing inadequate specimen amounts.	1	TEST	\$ <u>0</u>
003	Expert Testimonial and Witness Services Firm, fixed pricing per day inclusive of all travel, food, lodging, expenses, etc.	5	DAY	\$ <u>450.00</u>

RENEWAL OPTIONS

The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are **NOT ACCEPTABLE**.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department of Corrections.

NOTICE: **DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

	MAXIMUM INCREASE	OR	MINIMUM DECREASE
1st Renewal Period:	original price + _____%	OR	original price - _____%
2nd Renewal Period:	original price + _____%	OR	original price - _____%
3rd Renewal Period:	original price + _____%	OR	original price - _____%
4th Renewal Period:	original price + _____%	OR	original price - _____%

Exhibit A, continued

PRICING PAGE

Delivery

The desired delivery of the kits is ten (10) calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: _____ calendar days ARO.

Terms

The bidder should state below its discount terms offered for the prompt payment of invoices.

_____ % if paid within _____ days of receipt of invoice.

Check here if the Department's P-card (Procurement card) as acceptable as a method for payment:

By signing, the bidder hereby declares understanding, agreement, and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: American Court Services

Printed Name: WILLIAM PARKER Email Address: WILLIAM.PARKER@AMERICANCOURTSERVICES.COM

Authorized Signature: William Parker Date: 9/27/2011

1. INTRODUCTION

1.1 Purpose

1.1.1 The Missouri Department of Corrections (hereinafter referred to as Department) is accepting bids to establish a contract for hair testing services and supplies as described herein.

1.2 Contact

1.2.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.

1.2.2 Bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation processes. Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract

2.1.1 A binding contract shall consist of: (1) the Invitation for Bid (IFB) and any amendments, attachments, and terms and conditions, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the bid by "notice of award" or "purchase order."

2.1.2 The notice of award does not constitute a directive to proceed. Before providing product, supplies, and/or services for the Department, the contractor must receive a properly authorized purchase order.

2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.2 Contract Period

2.2.1 The original contract period shall be as stated in the IFB. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract, or any portion thereof, for four (4) additional one-year or twelve (12) month periods, or any portion thereof. In the event the Department exercises such right, all terms, and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period.

2.3 Renewal Periods

2.3.1 If the Department exercises the option, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percentage of increase for the applicable renewal period as stated on **Exhibit A, Pricing Page** of the contract.

- a. The Department does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase.
- b. If renewal percentages are not provided, then prices during renewal period shall be the same as during the original contract period.

2.4 Payment Terms

2.4.1 Immediately upon award of the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACT/EFT Application, since the State of Missouri intends to make contractual payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and complete instructions from the Internet at <http://oa.mo.gov/purch/vendor.html>.

Invoices should include the purchase order number for prompt payment. Payment of invoices not containing this information may be delayed. Invoices shall be sent to:

Missouri Department of Corrections
Division of Human Services
Fiscal Management Unit – Accounts Payable
P O Box 236
Jefferson City, Missouri 65102

Electronic invoices may be emailed to doc.payables@doc.mo.gov. Emailed invoices should include the purchase order number in the subject line for prompt payment. Payment of invoices not containing this information may be delayed.

- a. The Department reserves the right to purchase goods using the state purchasing card (Visa).
- b. The purchasing card shall not be processed for payment until delivery received and accepted.

2.4.2 The contractor's invoice should include any discount for prompt payment, as indicated on **Exhibit A, Pricing Page**.

2.5 Termination

2.5.1 The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

2.6 Insurance

2.6.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.7 Contractor Status

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

2.8 Subcontractors

2.8.1 Any subcontract for the items/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.9 Deficiency Notice

2.9.1 The contractor shall understand and agree that if the Department, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any Department facility are unacceptable, the Department shall provide written notice to the contractor's authorized representative which states the deficiencies. The Department shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.

- a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute.
- b. The delivery of a deficiency notice must be verifiable by either party through a confirmation memorandum, an entry into formal meeting minutes, and/or a certified letter (with return receipt request).
- c. Upon receipt of the notice of deficiency, the contractor shall have ten (10) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the ten-day period.

2.10 Quantity

2.10.1 The quantities indicated on **Exhibit A, Pricing Page** are estimates only. The Department makes no guarantees about single order quantities or total aggregate order quantities.

2.11 Contract Prices

- 2.11.1 All prices shall be as stated on **Exhibit A, Pricing Page**. The Department shall not pay nor be liable for any other additional costs, including but not limited to, taxes, shipping charges, insurance, interest penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.11.2 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

2.12 Affidavit of Work Authorization and Documentation

2.12.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigration Responsibility Act (IIRIRA) and INA Section 274A.

- 2.12.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
- 2.12.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local laws enforcement agencies.

2.13 E-Verify

- 2.13.1 If the contractor meets the definition of a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - b. Provide to the Department the documentation required **Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
- 2.13.2 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements

- 3.1.1 The contractor shall provide hair-testing services for the Department, which meet or exceed the mandatory provisions and requirements stated herein.
- 3.1.2 The contractor must provide all testing, including associated labor, facilities, and equipment, necessary to perform the services required at no additional cost to the Department.
- 3.1.3 The contractor shall supply, at a minimum, the following:
- a. Hair testing kits which include the materials to collect, store, and document the collection of each hair specimen;
 - b. Clear and precise instructions on how to fill out the Chain of Evidence form;
 - c. Postage paid mailers for each specimen; and
 - d. A Chain of Evidence form.

3.1.4 The Department shall collect the hair specimens and shall place the orders for testing.

3.2 Testing and Reporting Requirements

3.2.1 The drugs of abuse for which contractor shall test the hair samples shall include but not be limited to: THC, cocaine, amphetamines, opiates, and PCP.

3.2.2 The contractor shall test the hair specimens for drugs of abuse per the following Federal Workplace Drug Testing cutoff levels (to be reported in ng/mg) for screening and confirmation testing:

- Hair Test cutoff concentration (ng/mg) for screening: THC – .005, Cocaine – .5, Opiate – .5, Phencyclidine – .3, Amphetamines – .5.
- Hair confirmation Test cutoff concentration (ng/mg): THC – .001, Cocaine – .1, Opiate – .5, Phencyclidine – .3, Amphetamines – .3.

3.2.3 The contractor's procedure for hair testing analysis shall involve a two-tiered protocol: screening for the five drug groups identified herein followed by a confirmation of all positive results via gas chromatography/mass spectrometry (GC/MS) or liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS) or gas chromatography/mass spectrometry/mass spectrometry (GC/MS/MS). The contractor's screening process must be by alternate chemical method.

3.2.4 The contractor's testing and reporting shall include, but is not necessarily limited to, the following:

- a. The initial screening test must be completed within forty-eight (48) hours of receipt of the hair specimen.
- b. Negative sample results from the screening test must be reported to the Department within twenty-four (24) hours of completion of the initial screening test.
- c. The confirmatory mass spectrometry test must be completed within five (5) days of a presumptive positive result on the initial screening test.
- d. Positive results must be reported to the Department within twenty-four (24) hours of certification of the confirmed positive results.
- e. The contractor shall notify the Department immediately upon the receipt of inadequate specimen amounts. Inadequate specimen testing shall be charged at the rate stated on the pricing page.
- f. All test results shall be reported uniformly for each drug class as a Negative or a Positive.
- g. All test results must include, but are not necessarily limited to, the following:
 - Offender name and identification number;
 - Location of submitting Department facility;
 - Collection date;
 - Test date;
 - Drugs tested, and;
 - Results reported as Positive or Negative for each drug class with drug concentration cutoff levels.
- h. All test results shall be faxed to the Department facility that submitted the sample.
- i. A monthly statistical report showing all screening results shall be prepared by the contractor, which shall be submitted, to the Department. The report shall be in a format mutually agreed to by the Department and the contractor. The report must include, but is not necessarily limited to, the following:
 - Offender name and identification number;
 - Location of submitting Department facility;

- Test date;
- Drugs tested, and;
- Results reported as Positive or Negative for each drug class.

3.2.5 The monthly report shall be delivered no later than the 15th of the following month to the attention of Carol Bates, Laboratory Manager, Cremer Therapeutic Community Center, P. O. Box 70, Fulton, MO 65251.

3.2.6 The contractor shall maintain the Chain of Evidence for five (5) years in order to meet the documentation needs of the Department.

3.3 Personnel Requirements

3.3.1 Offenders under active Federal or State felony or misdemeanor supervision must receive written Division Director approval prior to becoming a contractor/employee on an agency contract. Contractors/employees with prior felony convictions and not under active supervision must receive written Division Director or designee approval in advance.

3.4 Training Requirements

3.4.1 The contractor shall provide training on the proper use of the testing device, as requested by the Department. The contractor shall provide the training by CD-ROM, or by on-line training, or by training video to train the Department personnel in the proper collection of hair specimens, at no additional cost to the Department.

3.5 Certification and Expertise Requirements

3.5.1 The contractor's testing laboratory shall be certified under the terms of the Clinical Laboratories Improvement Act (CLIA) and the College of American Pathologists (CAP) program. The contractor's laboratory must also have:

- a. Provided commercial hair testing services for corporate clients for a period of no less than two (2) years;
- b. The ability to maintain and certify in writing its testing process's capability of removing or discerning external contamination;
- c. The ability to maintain and certify in writing the capability of its experts to appear in court and support tests performed under the contract;
- d. The ability to maintain all sample records, including Chain of Evidence, for a period of five (5) years. Positive samples shall remain in storage for one (1) year, while Negative samples shall remain in storage for a period of at least one (1) month;
- e. The ability to maintain and certify in writing the contractor's capability to provide archival results on blind field studies, and;
- f. The ability to maintain and certify in writing information concerning any other certifications, inspections, and/or license revocations and/or suspensions.

3.5.2 If required by the Department and deemed necessary in a court proceeding, the contractor shall provide expert testimonial and witness services by qualified professionals with technical expertise concerning the test results.

- a. The contractor shall be reimbursed the firm, fixed price per day stated on **Exhibit A, Pricing Page**.

3.6 Delivery Requirements

3.6.1 Orders shall be placed by Cremer Therapeutic Community Center Business Manager/designee. Deliveries shall be to one of the institutions listed on Attachment 1. Delivery shall include unloading shipments at the Department's dock or other designated unloading site as requested by the Department. All orders received on or before the last day of the contract must be shipped at the contract price.

a. Deliveries must not be made on official state and/or federal holidays. A list of official state holidays may be found on the State of Missouri website at: <http://www.mo.gov/mo/moholidays.htm>

3.6.2 The contractor must coordinate his/her delivery schedule with the receiving institution. The contractor shall deliver products in accordance with the contracted delivery times stated herein upon receipt of an authorized purchase order or P-card transaction notice. **All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed.**

4. BIDDER'S INSTRUCTIONS

4.1 Submission of Bids

4.1.1 Bids must be signed, and returned (with all necessary attachments) in a sealed container to the Department by the bid receipt date and time specified on page one (1).

a. Specifically, any form containing a signature line such as page one (1) of the original IFB and any amendments, pricing pages, etc., shall be manually signed and returned as part of the bid.

4.2 Open Competition

4.2.1 Unless otherwise stated on **Exhibit A, Pricing Page**, any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

4.2.2 Unless otherwise stated on **Exhibit A, Pricing Page**, the bidder may offer any brand of product that meets or exceeds the specifications.

4.3 Description of Product

4.3.1 The bidder should present a detailed description of all items and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all items proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the items proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.3.2 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses, which have been requested of the bidder. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to demonstrate that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.

4.4 Submission of Technical Specifications

4.4.1 The bidder should submit complete technical specifications of equipment/supplies with the bid. Failure to provide adequate information may result in rejection of the bid.

4.5 Compliance with Terms and Conditions

- 4.5.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions, which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

4.6 Bid Detail Requirements and Deviations

- 4.6.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid nonresponsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition. A deviation from mandatory technical specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification: Said explanation shall be required of the bidder if requested by the Department.

4.7 Firm, Fixed Pricing

- 4.7.1 The bidder shall submit firm fixed prices on **Exhibit A, Pricing Page** for all items.
- a. All prices bid shall remain valid for 90 days from bid closing date unless otherwise indicated.
 - b. All pricing shall be considered firm for the duration of the contract period.
- 4.7.2 All prices shall include all packing, handling, shipping, and freight charges **FOB Destination, Freight Prepaid, and Allowed**. The Department shall not make additional payments or pay add-on charges for freight or shipping.

4.8 Submission of Bids

- 4.8.1 The bidder should complete the "Terms" section on **Exhibit A, Pricing Page**.

4.9 Preference for Organizations for the Blind and Sheltered Workshops

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

- 4.9.2 In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- a. The bidder must be either an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- b. The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the

bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- c. If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
- Participation Commitment - The bidder must complete **Exhibit B, Participation Commitment**, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate - The bidder must either provide a properly completed **Exhibit C, Documentation of Intent to Participate Form**, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).
NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **Exhibit B, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.
- d. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- e. The websites for the Missouri Lighthouse for the Blind and the Alpha Pointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- f. ***Commitment – If the bidder's bid is awarded, the participation committed to by the bidder on Exhibit B, Participation Commitment, shall be interpreted as a contractual requirement.***

4.9.3 The Blind/Sheltered Workshop Preference required under section 34.165 RSMo, allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualifies for the preference, no further calculation is necessary.

4.10 Missouri Service-Disabled Business Preference

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

4.11 Vendor Information Data Form

4.11.1 The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 4-09, this form can be downloaded at <http://doc.mo.gov/contracts.php> and submitted with the bid response, mailed or faxed to the numbers indicated on the form, or e-mailed to doc.vendorinfo@doc.mo.gov.

4.12 Employee Bidding/Conflict of Interest

- 4.12.1 Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide Elected official must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please complete **Exhibit F**.

4.13 Evaluation and Determination for Award

- 4.13.1 Award shall be all or nothing.

4.13.2 Evaluation of Cost:

- a. For evaluation purposes only, cost shall be weighted by the estimated quantity of kits, charges, if any, incurred for testing inadequate specimen amounts and expert testimonial and witness services using the firm, fixed prices stated on **Exhibit A, Pricing Page** for the original contract period and each renewal period. As follows:
- 1). Estimated kits; three hundred (300) x firm, fixed price = total price
 - 2). Charges for testing inadequate specimen amounts; one (1) test x firm, fixed price = total price
 - 3). Expert Testimonial/Witness services; 5 (five) days x firm, fixed price = total price
- b. The totals will be added to arrive at a total annual cost for the first year. Annualized prices for all four (4) renewal periods will be calculated in the same manner. The totals of all five (5) years will be added together to arrive at the total bid price.

The cost evaluation shall be computed as follows:

$$\frac{\text{Lowest Responsive Bid Price}}{\text{Compared Bid Price}} \times 100 + \text{earned preference points} = \text{Total Cost Evaluation Points}$$

- c. Note: The prompt payment discount terms will not be used in any cost calculations.

- 4.13.3 The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include, but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.

Exhibit A

PRICING PAGE

The bidder must submit a firm, fixed price for each item below.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	Drug Assay and Screening Test Kit Hair testing kit pursuant to the mandatory specifications herein. Kit price shall include all Required testing per the specifications identified herein. Brand: _____ Stock No.: _____ Tests per kit: _____	300	EA	\$ _____
002	Charges, if any, incurred for testing inadequate specimen amounts.	1	TEST	\$ _____
003	Expert Testimonial and Witness Services Firm, fixed pricing per day inclusive of all travel, food, lodging, expenses, etc.	5	DAY	\$ _____

RENEWAL OPTIONS

The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are **NOT ACCEPTABLE**.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department of Corrections.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

	MAXIMUM INCREASE	OR	MINIMUM DECREASE
1st Renewal Period:	original price + _____%	OR	original price - _____%
2nd Renewal Period:	original price + _____%	OR	original price - _____%
3rd Renewal Period:	original price + _____%	OR	original price - _____%
4th Renewal Period:	original price + _____%	OR	original price - _____%

Exhibit A, continued

PRICING PAGE

Delivery

The desired delivery of the kits is ten (10) calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: _____ calendar days ARO.

Terms

The bidder should state below its discount terms offered for the prompt payment of invoices.

_____ % if paid within _____ days of receipt of invoice.

Check here if the Department's P-card (Procurement card) as acceptable as a method for payment: _____

By signing, the bidder hereby declares understanding, agreement, and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: _____

Printed Name: _____ Email Address: _____

Authorized Signature: _____ Date: _____

EXHIBIT B
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder's bid.

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the bidder commits to use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually - required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.	
2.	

EXHIBIT C

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form for Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
for the Blind Workshop

Name of Organization _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

Describe the products/services you (*as the participating organization*) have agreed to provide:

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT D
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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

Definitions:

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

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

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

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

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

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

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

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

BUSINESS ENTITY CERTIFICATION:

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

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm .
BOX C:	To be completed by a business entity who has already submitted documentation with a notarized date on or after September 1, 2009 , to a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

I am a self-employed individual with no employees; **OR**

The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo.

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

_____	_____
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
_____	_____
Company Name (if applicable)	Date

EXHIBIT E, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525 RSMo pertaining to section 285.530.

 Authorized Business Entity
 Representative's Name
 (Please Print)

 Authorized Business Entity
 Representative's Signature

 Business Entity Name

 Date

 E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT E, continued

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

- ✓ A page from the E-Verify Memorandum of Understanding (MOU) listing the bidder’s name and the MOU signature page completed and signed, , by the bidder and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

Authorized Business Entity
Representative’s Name
(Please Print)

Authorized Business Entity
Representative’s Signature

E-Verify MOU Company ID
Number

E-Mail Address

Business Entity Name

Date

Missouri State Agency or Public University* Name _____

Date of Submission _____

Bid/Contract Number _____

- * Public University includes the following five schools:
- Harris-Stowe State University - St. Louis
 - Missouri Southern State University - Joplin
 - Missouri Western State University - St. Joseph
 - Northwest Missouri State University – Maryville
 - Southeast Missouri State University - Cape Girardeau

EXHIBIT F

Employee Bidding/Conflict of Interest

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

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

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DOC if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record of the DOC, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.

- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DOC in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DOC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the department's Website.
- f. The DOC reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the DOC office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DOC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DOC office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DOC office may be modified by signed, written notice which has been received by the DOC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DOC office may only be withdrawn by a signed, written notice or facsimile which has been received by the DOC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.

- e. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The DOC will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DOC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

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

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DOC to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DOC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DOC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DOC reserves the right to reject any and all bids.
- g. When evaluating a bid, the DOC reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DOC to the successful bidder. The DOC reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DOC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DOC maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The DOC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DOC.

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

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

11. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DOC, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DOC may cancel the contract. At its sole discretion, the DOC may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DOC within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DOC will issue a notice of cancellation terminating the contract immediately.
- c. If the DOC cancels the contract for breach, the DOC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DOC deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the DOC has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the DOC shall declare a breach and cancel the contract immediately without incurring any penalty.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 06-20-08

**Attachment 1
Delivery Locations**

Probation and Parole Office 3305 Farron Street St. Joseph, MO 64506	Probation and Parole Office 98 S. Washington Chillicothe, MO 64601	Probation and Parole Office 2002 Warren Barrett Dr. Hannibal, MO 63401
Probation and Parole Office 1730 Prospect, 2 nd Floor Kansas City, MO 64127	Probation and Parole Office 610 N. Ridgeview Drive Warrensburg, MO 64093	Probation and Parole Office 1512 Heriford Drive, Ste A Columbia, MO 65201
Probation and Parole Office 1919 N. Rangeline Road. Joplin, MO 64801	Probation and Parole Office 2530 S. Campbell, Suite H Springfield, MO 65807	Probation and Parole Office 1105 Kingshighway Rolla, MO 65401
Probation and Parole Office 1430 Doubet Road Farmington, MO 63640	Probation and Parole Office 1580 Imperial Center West Plains, MO 65775	Probation and Parole Office 102 Arthur Sikeston, MO 63801
Probation and Parole Office 4621 Yeager Road Hillsboro, MO 63050	Probation and Parole Office #3 Truman Court Union, MO 63084	Probation and Parole Office 211 Compass Point Drive St. Charles, MO 63301
Probation and Parole Office 1718 Prospect Drive, Suite A Macon, MO 63552	Probation and Parole Office 910 Kent Liberty, MO 64068	Probation and Parole Office 409 West Highway 54W Camdenton, MO 65020
Probation and Parole Office 2720 Shepard of the Hills Expressway Branson, MO 65616	Probation and Parole Office 3463 Armstrong Drive Cape Girardeau, MO 63701	Probation and Parole Office 1401 Laura Drive Kennett, MO 63857
Probation and Parole Office 1440 E. 42 nd Street, Suite 100 Independence, MO 54055	Probation and Parole Office 2323 N. Main Street Poplar Bluff, MO 63901	Probation and Parole Office 1397 Highway O Fulton, MO 65251
Probation and Parole Office 2705 West Main Jefferson City, MO 65109	Probation and Parole Office 836 North Scott Belton, MO 64012	Probation and Parole Office 205 Thompson Road Sedalia, MO 65301
Probation and Parole Office 330 South Prewitt Nevada, MO 64772	Probation and Parole Office 915 Highway 84 West Caruthersville, MO 63830	Probation and Parole Office 207 East McElwain, Suite B Cameron, MO 64429
Probation and Parole Office 1845 LaQuesta Drive Neosho, MO 64850	Probation and Parole Office 101 Crossings West, suite 103 Lake Ozark, MO 65049	Probation and Parole Office 300 South Jackson Lebanon, MO 65536
Probation and Parole Office 326 East High Street, Ste 1 Potosi, MO 63664	Probation and Parole Office 1003 Wildwood, Suite A Dexter, MO 63841	Probation and Parole Office 311 Travis Boulevard Troy, MO 63379
Probation and Parole Office 1601 East 30 th Street Trenton, MO 64683	Probation and Parole Office 311 Summit Maryville, MO 64468	Probation and Parole Office 27 west Locust Aurora, MO 65605

Attachment 1 (continued)

Probation and Parole Office 1735 West Catapla, Suite A Springfield, MO 65807	Probation and Parole Office 100 South First Steelville, MO 65565	Probation and Parole Office 305 South Cooper Charleston, MO 63834
Probation and Parole Office 350-C U.S. Highway 61 New Madrid, MO 63869	Probation and Parole Office 1150 South Morley Moberly, MO 65270	Probation and Parole Office 516 South Main Kirksville, MO 63501
Probation and Parole Office 301 East CC Highway, Suite 4 Nixa, MO 65714	Probation and Parole Office 12 East Wichern Perryville, MO 63775	Probation and Parole Office 505 Ingram Lane Warrenton, MO 63383
Probation and Parole Office 301 Burnham Brookfield, MO 64628	Probation and Parole Office 1924 Oak Street Kansas City, MO 64108	Probation and Parole Office 3111 Swope Parkway Kansas City, MO 64130
Probation and Parole Office 1305 Locust, 1 st Floor Kansas City, MO 64106	Probation and Parole Office 1330 Brushcreek Kansas City, MO 64110	Probation and Parole Office 111 North 7 th , Room 150 St. Louis, MO 63101
Probation and Parole Office 220 South Jefferson St. Louis, MO 63103	Probation and Parole Office 3101 Chouteau Avenue St. Louis, MO 63103	Probation and Parole Office 9441 Dielman Rock Island Ind. Drive St. Louis, MO 63132
Probation and Parole Office 4040 Seven Hills Drive St. Louis, MO 63033	Probation and Parole Office 8501 Lucas & Hunt Boulevard Jennings, MO 63136	Probation and Parole Office 7545 South Lindbergh, Ste 120 St. Louis, MO 63127
Probation and Parole Office 2530 S. Campbell, Suite H Springfield, MO 65807	Probation and Parole Office 1105 Kingshighway Rolla, MO 65401	Probation and Parole Office 1430 Doubet Road Farmington, MO 63640
Probation and Parole Office 1102 Main Street Lexington, MO 64067	Probation and Parole Office 111 North 7 th , Room 150 St. Louis, MO 63101	Probation and Parole Office 1239 Santa Fe Trail, Suite 300 Marshall, MO 65340
Toxicology Lab/CTCC 689 Highway O Fulton, MO 65251	Cremer Therapeutic Community Center 689 Route O Fulton, MO 65251	

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IFB 12709021: HAIR TESTING SERVICES AND SUPPLIES For Department of Corrections, Cremer Therapeutic Center and Various Parole Offices

SECTION 1: INTRODUCTION

1.1: Purpose

The Missouri Department of Corrections is accepting bids to establish a contract for hair testing services and supplies.

SECTION 2: CONTRACTUAL REQUIREMENTS

2.7: Contractor Status

American Court Services, a division of Fairfield Information Services, LLC, is a nationwide provider of court-support drug testing services for public agencies and private companies. Our clients include courts, child protective service agencies and government entities. As a third-party administrator (TPA) for Omega Laboratories, Inc., we facilitate lab account set-up, chain of custody form management, specimen collection, laboratory analysis and the services of a board-certified Medical Review Officer (MRO). All services meet the standards prescribed by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the National Institute on Drug Abuse (NIDA).

American Court Services maintains offices throughout Ohio and administers more than 20,000 court-related drug and alcohol tests annually. Clients include misdemeanor and felony level probation departments, drug courts, community corrections and pretrial service agencies as well as clinicians and treatment providers.

American Court Services is a division of Fairfield Information Services & Associates, LLC, sole Proprietor LLC. We are a duly qualified, capable and otherwise bondable business entity. We are not in receivership or contemplating same, have never filed bankruptcy, and have not received or undergone disciplinary action for violations of any code of ethics. Furthermore, American Court Services agrees to indemnify, save, and hold the State of Missouri, its offenders, its officers, agents and employees, harmless from and against any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

The company's website is www.americancourtservices.com.

2.6: Contractor Insurance

American Court Services understands and agrees that the State of Missouri cannot save and hold harmless and/ or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

American Court Services maintains the following limits of General Business Liability Insurance:

Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000
Comprehensive General Liability	\$1,000,000 / \$2,000,000
Commercial Automobile Liability	\$1,000,000
Product Liability/Completed Operations Liability	\$2,000,000

If awarded this contract, a Certificate of Insurance shall be made in favor of the Missouri Department of Corrections Division of Human Services, PO Box 236 Jefferson City, MO 65102.

SECTION 3: PERFORMANCE REQUIREMENTS

3.1: General Requirements

The contractor must provide all testing, including associated labor, facilities, and equipment necessary to perform the services required at no additional cost to the Department.

As a third-party administrator (TPA) for Omega Laboratories, Inc., American Court Services facilitates lab account set-up, chain of evidence form management, GC/MS laboratory analysis and the services of a board-certified Medical Review Officer (MRO). Lab account set-up, chain of evidence forms, paid postage, laboratory analysis and MRO services are included in the cost of the screening test kit price posted in Exhibit A of the proposal.

Omega Laboratories, Inc. is an internationally accredited and recognized testing facility whose staff has experience in analyzing over 2.5 million hair tests since 1999. The price for laboratory test kits and services is available in Exhibit A.

The contractor shall supply, at a minimum, hair testing kits which include the materials to collect, store, and document the collection of each hair specimen; clear and precise instructions on how to fill out the chain of evidence form; postage paid mailers for each specimen; and chain of evidence forms.

Omega Laboratories' test kits include instructions on how to collect and package hair specimens. Directions for proper collection are also printed on the hair transport bag. All test kits include specimen collection bag, hair follicle collection foil with instructions and sealable container for collected specimen. Specimen seals identify and document the collection of hair specimen.

All laboratory chain of evidence forms contain instructions on which sections are to be completed by the collector and which sections are to be completed at the laboratory. Additionally, American Court Services shall pre-print all necessary information that the laboratory requires for completion of the specimen analysis based on the requirements of the Missouri Department of Corrections. These pre-printed sections will include but not be limited to laboratory account number, department address, test type, reason for test, and authorization of release of specimen to shipper.

Laboratory account set-up, chain of evidence forms, postage for shipping, laboratory analysis and MRO services are included in the cost of the screening test kit price posted in Exhibit A of the proposal.

3.2: Testing and Reporting Requirements

The drugs of abuse for which contractor shall test the hair samples shall include but not be limited to: THC, cocaine, amphetamines, opiates and PCP.

The contractor's procedure for hair testing analysis shall involve a two-tiered protocol: screening for the five drug groups identified herein followed by a confirmation of all positive results via GC/MS, LC/MS/MS or GC/MS/MS. The contractor's screening process must be by alternate chemical method.

Each specimen will undergo an initial screen for the presence of substances requested and defined as a "controlled substance" by either Missouri or federal law. Initial screens will detect the presence of marijuana, cocaine, amphetamines/ methamphetamines, opiates/ morphine and phencyclidine. The table below reflects SAMHSA cutoff levels for each drug.

Initial Drug Cutoff Levels	
Drug	Nanograms per Milligram (ng/mg)
Marijuana metabolites (THC)	.001 ng/mg
Cocaine metabolites (COC)	.5 ng/mg
Opiate metabolites (OPI)	.3 ng/mg
Phencyclidine (PCP)	.3 ng/mg
Amphetamines / Methamphetamine (AMP)	.5 ng/mg

The contractor shall test hair specimens for drugs of abuse per the requested levels of the Missouri Department of Corrections. Requested levels for screening and confirmation testing shall follow Federal Workplace Drug Testing cutoff levels (to be reported in ng/mg).

Specimens presumed to be positive from the initial drug screen will undergo confirmation testing via gas chromatography/mass spectrometry (GC/MS) with the following cutoff levels:

Confirmation Cutoff Levels	
Drug	Nanograms per Milligram (ng/mg)
Marijuana metabolites (THC)	.001 ng/mg
Cocaine metabolites (COC)	.1 ng/mg
Opiate metabolites (OPI)	.3 ng/mg
Phencyclidine (PCP)	.3 ng/mg
Amphetamines / Methamphetamine	.3 ng/mg

The initial screening must be completed within 48 hours of receipt of the hair specimen.

Initial screenings performed at Omega Laboratories, Inc. that require no additional or confirmation testing are typically completed within 24 to 48 hours from receiving the hair specimen. Initial screening results are reported to American Court Services within hours of completion.

Negative sample results from the screening test must be reported to the Department within 24 hours of completion of the initial screening test.

American Court Services assigns an account manager to those clients with which we facilitate laboratory testing and supplies. This account manager will be responsible for reviewing negative sample results and reporting these results to the Department in the required format (fax, email, etc.) within 24 hours.

The confirmatory mass spectrometry test must be completed within 5 days of a presumptive positive result on the initial screening test.

Omega Laboratories, Inc. completes confirmatory gas chromatography/mass spectrometry (GC/MS) testing and MRO confirmation between 3 to 5 days of a presumptive positive result on the initial screening test. The timeline is typically dependant on the complexities of the drugs that are to be confirmed.

Positive results must be reported to the Department within 24 hours of certification of the confirmed positive results.

American Court Services assigns an account manager to those clients with which we facilitate laboratory testing and supplies. This account manager will be responsible for reviewing positive sample results and reporting these results to the Department in the required format (fax, email, etc.) within 24 hours.

The contractor shall notify the Department immediately upon the receipt of inadequate specimen amounts.

Omega Laboratories, Inc. reports inadequate specimen amounts with negative initial screen results. These results are typically reported as "errors" with a description regarding why the specimen could not be tested. American Court Services transposes these error messages and immediately sends them to the corresponding agency that collected the specimen. These notifications will be sent either directly to the collector or to the agency's primary contact that is specified in the contract. Inadequate specimen testing shall be charged at the rate stated on the pricing page (Exhibit A).

All test results must include, but are not necessarily limited to, the following: offender name and identification number; location of Department facility, collection date, test date, drugs tested and results reported as Positive or Negative for each drug class with drug concentration cutoff levels. All test results shall be faxed to the Department facility that submitted the sample.

American Court Services can fax initial and confirmatory test results in any format deemed suitable by the Missouri Department of Corrections. These formats can be in the form of the original lab transmission or transposed, easy-to-read results sheet that is completed by your American Court Services account manager. Regardless of format, the standard test results will include the offender's name and identification number (typically their social security number), the location of the Department facility which is specified on the chain of evidence form, and the collection date and date tested at Omega Laboratories, Inc.

All results reported will list each drug class. Test results will be clearly reported as Positive or Negative for each drug class and will include each drug's concentration cutoff levels. Confirmatory GC/MS results will include each drug's concentration cutoff levels *and* quantitative levels of metabolites in hair specimen as determined by the MRO.

The standard format for initial or confirmatory screening results will be determined and agreed upon at the beginning of the contract period. The report's format will be standardized for all agencies involved in the contract. A sample of possible report formats is available in Exhibit 1.

A monthly statistical report showing all screening results shall be prepared by the contractor and submitted to the Department.

American Court Services has the ability to prepare detailed statistical reports that can be customized to meet the specific needs of the Department. The statistical report for the Missouri Department of Corrections will include offender name and identification (social security) number, location of the facility that administered and submitted the collection, the date of the collection, the date of the test or analysis, each drug that was tested and the results for each drug class that will be reported as Positive or Negative.

Monthly statistical reports are typically generated as a running spreadsheet and are populated as hair follicle test results are received from Omega Laboratories, Inc. Final statistical reports from the previous month are prepared at the beginning of the following month and will be sent to the Department no later than the 15th day of the following month. The report will be sent to the attention of Carol Bates, Laboratory Manager, Cremer Therapeutic Community Center, P.O. Box 70 Fulton, MO 65251 as per the specifications of the IFB.

The contractor shall maintain the Chain of Evidence for 5 years in order to meet the documentation needs of the Department.

In accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) and federal guidelines (DOT 49CFR Part 40), American Court Services maintains chain of evidence archives for 5 years for all of its accounts. These archives are maintained through physical documentation/ files as well as digital records that are filed in a password secure server with an automatic memory backup system.

3.3: Personnel Requirements

Contractors/employees with prior felony convictions and are not under active supervision must receive written Division Director or designee approval in advance.

No employee of American Court Services or Omega Laboratory has actively or previously been on community supervision, on parole, or convicted of a felony offense in any state.

3.4: Training Requirements

The contractor shall provide training on the proper use of the testing device, as requested by the Department. The contractor shall provide the training by CD-ROM, online training, or by training video to train the department personnel in the proper collection of hair specimens at no additional cost to the department.

American Court Services will develop a training video which will be made available to the Department's agencies in the form of a DVD or secured online link. This video will outline the protocol for proper collection, packaging and shipment of hair specimens.

3.5: Certification and Expertise Requirements

The contractor's testing laboratory shall be certified under the terms of CLIA and CAP.

Omega Laboratories, Inc. is an accredited laboratory under the Clinical Laboratories Improvement Act and College of American Pathologists. Copies of certificates of accreditation and certification are available in Exhibit 2.

The contractor's laboratory must have provided commercial hair tests for a period of no less than 2 years.

Omega Laboratories, Inc. has been providing commercial hair testing for its clients since 1999.

The contractor's laboratory must have the ability to maintain and certify in writing its testing process's capability of removing or discerning external contamination.

Omega Laboratories, Inc. has received accreditation for forensic drug testing of hair from the Commission on Laboratory Accreditation of the College of American Pathologists (CAP). The accreditation specifically covers all facets of the hair testing laboratory procedure, including screening, extraction and confirmation. This detailed examination of the testing process also included a complete review of Omega's hair wash procedure for removing external contaminants. During the CAP accreditation process, inspectors carefully review the laboratory's records and quality control procedures for the preceding two years, as well as the laboratory's equipment, facilities, safety program and record. CAP inspectors also examine laboratory staff qualifications and the overall management of the laboratory. Omega Laboratories, Inc. is only one of two laboratories in the world to receive this accreditation for drug testing in hair. A copy of this CAP accreditation certificate is available in Exhibit 2.

The contractor's laboratory must have the ability to maintain and certify in writing the capability of its experts to appear in court and support tests performed under the contract.

Omega Laboratories Inc. employs trained staff members that have experience in court testimony at the State and Federal levels. American Court Services and Omega Laboratories, Inc. stand behind our procedures and test results. American Court Services is able to provide literature on Omega Laboratories Inc. Expert Witness Services if questions arise or if such services are necessary. The cost for Expert Witness Services is available in Exhibit A.

The contractor's laboratory must have the ability to maintain all sample records for a period of 5 years. Positive samples will remain in storage for 1 year, while negative samples shall remain in storage for at least 1 month.

Omega Laboratories, Inc. stores all positive samples for a minimum of 1 year, and all negative samples for a minimum of 1 month.

The contractor's laboratory must have the ability to maintain and certify in writing the contractor's ability to provide archival results on blind field studies.

As a third-party administrator (TPA) for Omega Laboratories, Inc., American Court Services provides chain of evidence form management which includes archival results. American Court Services maintains records in compliance with DOT drug & alcohol testing regulations (49CFR Part 40), which mandates that service providers must maintain records/ archives that document their testing program must be kept for 5 years.

The contractor's laboratory must have the ability to maintain and certify in writing information concerning any other certifications, inspections, and/ or license revocations and/ or suspensions.

Omega Laboratories, Inc. currently holds the following additional certifications:

- ISO/IEC 17025:2005 laboratory accredited by ACLASS
- ISO/IEC 17025:2005 Forensic Accreditation (FRA-1:2008/1) by FQS-I
- New York Department of Health - Hair Testing Certification
- Maryland Department of Health Medical Laboratory Permit

Copies of these certification certificates are available in Exhibit 2.

3.6: Delivery Requirements

Delivery shall include unloading shipments at the Department's dock or other designated unloading sites.

American Court Service's shipping costs are included in the overall price of the Drug Assay and Screening Test Kit which is specified in Exhibit A. United Parcel Service (UPS) is the shipping provider for American Court Services and will deliver and unload test kits and other necessary supplies at the Department's dock or other designated sites.

United Parcel Service requires a signature when delivering a package, so packages will not be delivered on official state or federal holidays, or any other dates when the Department or other associated sites are not in operation.

The contractor must coordinate his/her delivery schedule with the receiving institution.

American Court Services will keep an inventory of hair follicle testing supplies to ensure timely shipment of test kits to receiving institutions. This inventory will be based on the average amount of testing kits or supplies needed by the Department or its associated agencies per month.

If regularly scheduled shipments are needed, American Court Services will coordinate a delivery schedule with the Department, and a shipment schedule will be generated for the agencies in

need of regular shipments. Supplies will be shipped regularly at the agreed time unless demand for supplies changes or ceases.

Omega Laboratories Can Help Your Organization Increase Productivity.

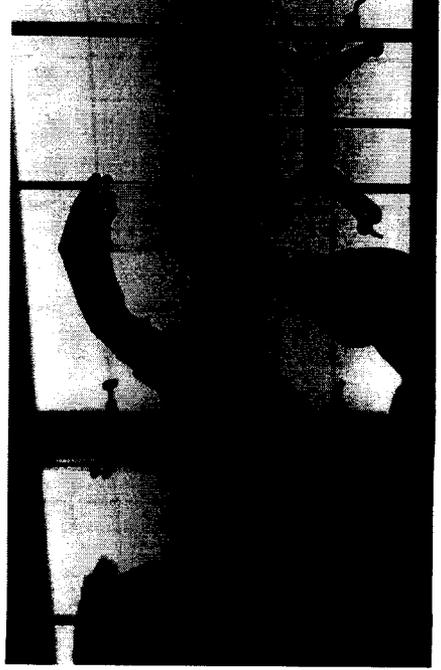
Our state-of-the-art facility is a complete drug-testing laboratory with the ability to provide specimen analysis for corporate clients, courts, law enforcement agencies, and other organizations worldwide. We currently serve clients throughout North and South America.

Services Offered:

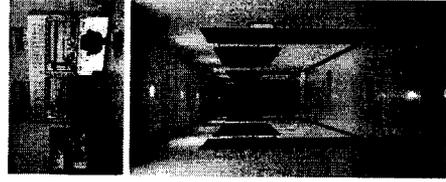
- Industry leader in Hair Testing
- On-site urine testing kits
- On-site and laboratory saliva testing kits
- DNA testing

Benefits of working with Omega:

- 24 to 48 hour result turnaround
- Outstanding Customer Service
 - Technical Support
 - Customized Reports
 - Detailed Billing
- State-of-the-art EIA screening with GC/MS and GC/MS/MS confirmation
- CAP and CLIA accreditation
- Capacity for 1,800 tests per day
- Our staff has performed over 1.5 million Hair Tests
- Very Competitive Pricing!

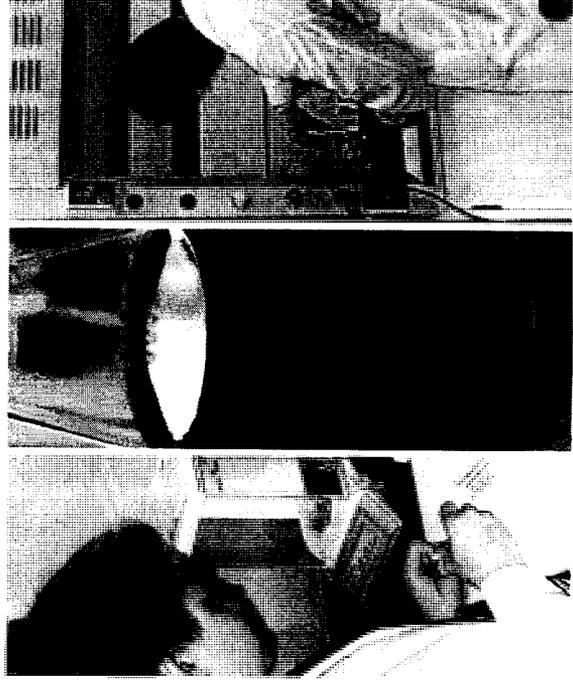


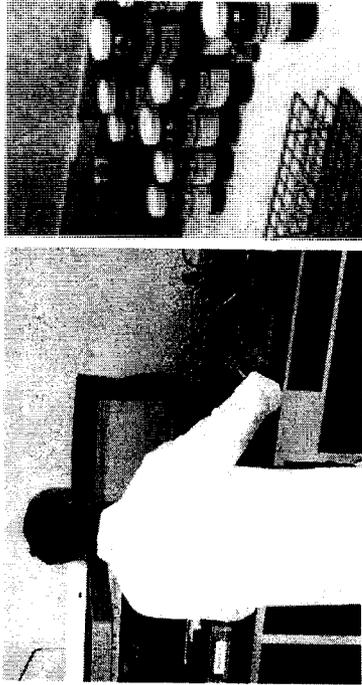
Ω
OMEGA
L a b o r a t o r i e s
The Future of Drug Testing



Omega Laboratories, Inc.,
400 N. Cleveland Avenue, Mogadore, Ohio 44260
800.665.5569
www.omegalabs.net

Ω
OMEGA
L a b o r a t o r i e s
The Future of Drug Testing





Worried about drug-related employee problems?

- Does your Urine Testing Program fail to identify job candidates who have a drug problem?
- Are recently-hired employees performing poorly, and you suspect drug use?
- Are you concerned with employee theft that supports drug habits?
- Are you concerned with tardiness and absenteeism caused by employee substance abuse problems?
- Have you recently had a workplace accident that you suspect was caused by drug use?
- Are you concerned that the next employee accident may cause costly damage, serious injury, unwanted publicity, or a lawsuit?

If you answer any of these questions "Yes"...

Call Omega and ask how a Customized Hair Testing Program will identify drug users in your organization.

What are the benefits of Hair Testing?



Each 1/2-inch of hair provides a 30-day history of drug use. The standard test length (1.5 inches) provides a 90-day history. Courts nationwide have upheld Hair Testing in civil and criminal cases.

Hair sample collection is handled throughout North America by Omega's vast collection network. Omega Laboratories provides collection training, all materials, and unsurpassed technical support.

Hair Testing:

- Detects drug use for a 90-day period compared to 2-3 days with urine testing
- Unlike urine test samples, the Hair Test sample cannot be altered or substituted
- Hair Tests are not affected by second-hand smoke
- Simple and safe collection without the hazards of handling body fluids
- Sample collection eliminates privacy issues and the embarrassment of observation
- Results available in 24 to 48 hours by fax, email, or secure website
- Very competitive cost compared to other testing methods

Urine Testing:

- Most drugs are undetectable 2-3 days after use
- Sample can be altered or "cheated"

Three steps to begin your drug testing with Omega Laboratories:

1. Call us at **1-800-665-5569** with your questions, requirements, and needs.
2. Omega Laboratories creates a testing program to meet your specific needs.
3. Omega Laboratories provides materials, training, and support services to establish and maintain your customized program.

Omega Laboratories will periodically review your program to ensure it continues to meet your requirements.

Our commitment to our clients and our community:

"We will provide our worldwide clients with the most accurate, timely, and cost-effective drug testing in order to keep them, and us, in the forefront in the fight against illicit drug use."



Ω
OMEGA
LABORATORIES

The Future of Drug Testing



Hair Testing FAQ

1. What is Hair Drug Testing?

Since hair growth is fed by the bloodstream, the ingestion of drugs of abuse is revealed by analyzing a small sample of hair. Our testing method measures the drug molecules embedded inside the hairshaft, eliminating external contamination as a source of a positive test result. Hair testing results cannot be significantly altered with shampoos or other external chemicals.

2. What drugs are included in a standard Hair Drug Test?

Cocaine, marijuana, opiates (Codeine, Morphine & 6-monoacetyl morphine), methamphetamine, (Meth/amphetamine & Ecstasy), and phencyclidine (PCP). These five drug classes are mandated for testing by the Federal Government.

3. What time period does a standard test cover?

A standard test covers a period of approximately 90 days. The hair sample is cut as close to the scalp as possible and the most recent 1.5 inches are tested.

4. Does hair color affect results?

Hair color is determined by the amount of melanin in the hair. It has been shown experimentally, through actual hair samples, as well as determined in court that hair color has NO basis in fact.

5. How fast does head hair grow?

Studies indicate that head hair grows on the average approximately 1.3 cm (or 1/2 inch) per month.

6. How much hair is needed?

A standard test with GC/MS confirmation requires 60+ milligrams of hair or approximately 90 to 120 strands. The thickness of different types of head hair (thick coarse vs. thinning fine) is the reason for this variation.

7. How does Hair Testing compare to urinalysis?

The primary differences are

- 1) wider window of detection
- 2) inability to tamper with the test

Cocaine, methamphetamine, opiates and PCP are rapidly excreted and usually undetectable in urine 72 hours after use. The detection period for hair is limited only by the length of the hair sample and is approximately 90 days for a standard test.

At this time there are no known adulterants for hair tests. Since hair tests analyze the drugs inside the hairshaft, external contaminants/chemicals have no effect.

Additional advantages include non-intrusive collection procedures, virtual elimination of test evasion.

The combination of an increased window of detection and resistance to evasion makes Hair Testing far more effective than urinalysis in correctly identifying drug users.

8. How soon after use can a drug be detected in hair?

It takes approximately 4-5 days from the time of drug use for the affected hair to grow above the scalp. Body hair growth rates are generally slower and cannot be utilized to determine a timeframe of drug use.

9. What is the shortest time period that can be evaluated?

The minimum time period is approximately two weeks (1/4 inch). Body hair can be used if head hair is too short for a test. If body hair is used the timeframe represented by the test is approximately one year, due to the different growth pattern in hair below the neck.

10. Can tests be run on people with little or no hair?

Hair can be collected from several head locations and combined to obtain the required amount of hair. In addition, body hair may be used as a substitute to head hair. In the rare case where no hair is collectable, complete urine/adulteration testing may be utilized.

11. Does body hair give the same type of results as head hair?

Yes, body hair can be used to test for the five standard drug classes, though body hair growth patterns are different than head hair. Most body hair is replaced within approximately one year. This means a test done with body hair will be reported as drug usage during approximately a one year timeframe.

12. Can hair collected from a brush be used?

Yes, but the test will be reported as having an "anonymous" donor. We cannot attribute the sample to any specific person and we cannot determine the timeframe of the test, so the test result is not legally defensible. The test will only report that the sample submitted had the reported drug metabolite components.

13. How does Omega Laboratories establish its cut-off levels?

Omega follows the cut-off levels generally accepted industry-wide. These levels are based in part by minimum detection levels for GC/MS confirmation.

14. Does Omega Laboratories perform Gas Chromatography Mass Spectrometry (GC/MS) confirmation of all positive hair results?

Omega provides confirmation utilizing GC/MS for all specimens that screen positive (opiates, PCP, methamphetamine, cocaine and marijuana).

15. Can hair be affected by cross-reacting substances such as over-the-counter medications?

Enzyme-immunoassay antibodies (EIA), similar to those used to test urine, are used for the initial screening test for drugs of abuse in hair; therefore the potential for substances such as over-the-counter medications to cause a false positive screening result does exist. To eliminate the possibility of reporting a false-positive due to cross-reactivity, Omega confirms all positive results by GC/MS for methamphetamine, opiates, PCP, cocaine and marijuana.

16. How effective is Hair Testing in detecting drug users?

In side-by-side comparison studies with urinalysis, hair drug testing has uncovered significantly more drug use. In two independent studies hair drug testing uncovered 4 to 8 times as many drug users as urinalysis.

17. Does external exposure to certain drugs, like marijuana or crack smoke, affect the Hair Test results?

To rule out the possibility of external contamination, Omega testing (where appropriate) looks for both parent & metabolite (bi-product) of drug usage. For marijuana analyses, Omega detects only the metabolite (THC-COOH). This metabolite is only produced by the body and cannot be an environmental contaminant.

18. Is Omega Laboratories' internal chain-of-custody comparable to a urinalysis laboratory test procedure?

Omega's internal chain-of-custody is modeled after Federal guidelines (SAMHSA) as well as other accredited agencies (CAP).

19. How long are test reports kept on file?

Test reports are retained for a period of two years or as mandated by law.

20. What is done with the excess hair that is not tested?

The hair not used from the time period being tested (i.e. three months equals 3.9 cm) is stored in the chain-of-custody sample acquisition pouch. Hair is stored for a two year period.

21. What experience does Omega Laboratories have in providing Expert Witness Testimony?

Omega Laboratories' forensic experts have qualified as expert witnesses in Ohio, New York, California, Texas, Nevada, Oklahoma, Alabama and Arizona in over 250 civil, criminal, and Superior Court trials.

22. What other drugs are available to be tested in hair analysis?

Currently, nicotine, methadone, simple benzodiazepines, tricyclic antidepressants assays and mescaline have been detected in hair. However, many details such as cutoff levels and dose response relationships have not yet been established for these compounds. Currently these assays are in the Research and Development process.

Question Still Not Answered?

Call Customer Service at
800.665.5569

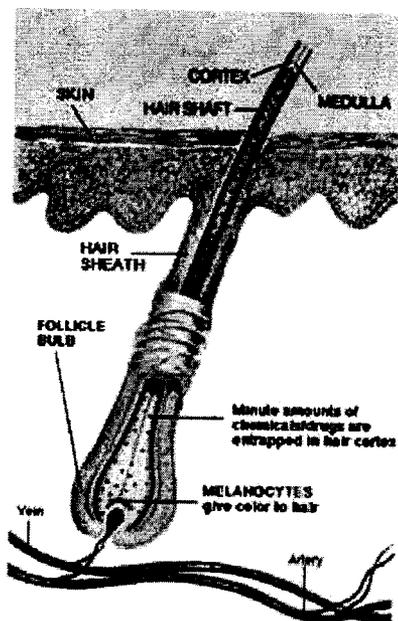


EXHIBIT E, continued

BOX B - CURRENT BUSINESS ENTITY STATUS

I certify that Fairfield Information Services + Assoc LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525 RSMo pertaining to section 285.530.

William Parker
Authorized Business Entity Representative's Name

William Parker
Authorized Business Entity Representative's Signature

(Please Print)

Fairfield Information Services + Assoc LLC
Business Entity Name

9/22/2011
Date

William.Parker@americancourtServices.com
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: c-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the bidder name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT E, continued

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

- ✓ A page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, by the bidder and the Department of Homeland Security - Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

William L. Parker
Authorized Business Entity
Representative's Name
(Please Print)

William L. Parker
Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID
Number

william.parker@americancont
services.com
E-Mail Address

Fairfield Information
Services Assoc. LLC
Business Entity Name

9/22/2011
Date

Missouri State Agency or Public University* Name _____

Date of Submission _____

Bid/Contract Number _____

- * Public University includes the following five schools:
- Harris-Stowe State University - St. Louis
 - Missouri Southern State University - Joplin
 - Missouri Western State University - St. Joseph
 - Northwest Missouri State University - Maryville
 - Southeast Missouri State University - Cape Girardeau

EXHIBIT E, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

Comes now William Parker (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Fairfield Information Services Assoc. LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s) if awarded in accordance with subsection 2 of section 285.530 RSMo. I also affirm that Fairfield Information Services Assoc. LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

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

William Parker Authorized Representative's Signature William L. Parker Printed Name

President Title 9/27/2011 Date

William.Parker@americascourtservices.com E-Mail Address

Subscribed and sworn to before me this 27 (DAY) of Sept 2011 (MONTH, YEAR). I am commissioned as a notary public within the County of Fairfield (NAME OF COUNTY), State of OHIO (NAME OF STATE) and my commission expires on May 12 2013 (DATE).

[Signature] Signature of Notary Sept 27 2011 Date



DeANNA L. HOLMES
Notary Public, State of Ohio
My Commission Expires May 12, 2013



Results of Hair Drug Test
Donor: FirstName LastName
Specimen ID: VXXXXXXXXX
SSN: XXX-XX-9999
Specimen Collection Date: 09-01-2011
Overall Result: Negative

Result Comment:

COCAINE = 962 PG/MG
BENZOYLECGONINE = 252 PG/MG
HYDROCODONE = 546 PG/MG
OXYCODONE = 6161 PG/MG
1.5 INCHES IN LENGTH (APPROXIMATELY 0-90 DAY TIME FRAME)

Drug Name	Result	Cutoff Level	Quantitative Level
Cocaine Metabolite	Positive	500 pg/mg	
Marijuana/Cannabinoids	Negative	1 pg/mg	
Opiates/Morphine	Positive	300 pg/mg	
Amphetamines	Negative	500 pg/mg	
Phencyclidine	Negative	300 pg/mg	

Analysis performed by Omega Laboratories Inc.
400 N. Cleveland Ave. Mogadore, OH 44260

Results are based upon 1.5 inches of hair specimen with a window of detection of approximately 0 to 90-days for head hair and approximately 0 - 12 months for body hair

American Court & Drug Testing Services • 344 South High Street • Columbus, Ohio 43215

Telephone: 614.252.6340

MEDTOX LABORATORIES INC.
402 WEST COUNTY ROAD D
ST PAUL, MN 55112
651-636-7466

Jennifer A. Collins, Ph.D.

LABORATORY REPORT

Account #: 9734308
AMERICAN COURT SVCS-COLUMBUS
ATTN: ██████████
344 S HIGH STREET
COLUMBUS, OH 43215

Accession #: ██████████8433
Specimen I.D.: ██████████8593
Donor Name/ID: ██████████, ██████████
SSN: ██████████-██████████0616
Age: ██████████ Sex: ██████████
Reason for test:

General Information

Date Collected	Date Received	Date Reported
07/08/2011 11:56	07/12/2011	07/19/2011 9:06AM

TEST(S) REQUESTED	RESULTS	UNITS THERAPEUTIC RANGE
HAIR 5 DRUG PANEL WITH EXPANDED OPI		
AMPHETAMINES	NEGATIVE	
COCAINE/METABOLITES	NEGATIVE	
OPIATES	+++POSITIVE+++	
HYDROCODONE,	425 PG/MG	
OXYCODONE,	1696 PGMG	
PHENCYCLIDINE	NEGATIVE	
THC METABOLITE	NEGATIVE	
REPORT NOTATIONS		
1.5 INCHES IN LENGTH (APPROXIMATELY 0-90 DAY TIME FRAME)		
STEP 4 IS INCOMPLETE.		

Drug tested for:	Screening cutoff pg/mg of hair
Amphetamine	500 pg/mg
Amphetamine, Methamphetamine	
Ecstasy (MDMA)	
Cocaine/Metabolites	500 pg/mg
Opiates	300 pg/mg
Codeine, Morphine,	
Heroin Metabolite,	
Hydrocodone, Hydromorphone	
Oxycodone	
Phencyclidine	300 pg/mg
THC Metabolite (Marijuana)	1.00 pg/mg

Analysis performed by Omega Laboratories Inc.
400 N. Cleveland Ave. Mogadore, OH 44260

** FINAL REPORT **

Collected at 6142526340 MEDTOX collection site #35050
ADTS - COLUMBUS
COLUMBUS, OH



CERTIFICATE OF ACCREDITATION

ANSI-ASQ National Accreditation Board/AClass
500 Montgomery Street, Suite 625, Alexandria, VA 22314, 877-344-3044

This is to certify that

OMEGA LABORATORIES, INC.
400 N. Cleveland Avenue
Mogadore, OH 44260

has been assessed by AClass
and meets the requirements of international standard

ISO/IEC 17025:2005

while demonstrating technical competence in the field(s) of

TESTING

Refer to the accompanying Scope(s) of Accreditation for information regarding the types of tests to which this accreditation applies.

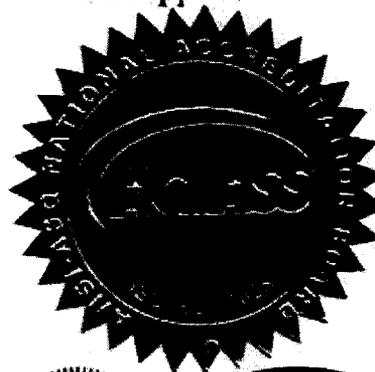
AT-1411

Certificate Number

AClass Approval

Certificate Valid: 08/26/2011-10/30/2013

Version No. 002 Issued: 08/26/2011



This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to Joint ISO-ILAC-IAF Communiqué dated January 2009).



ANSI-ASQ National Accreditation Board/AClass

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

OMEGA LABORATORIES, INC.

400 N. Cleveland Avenue, Mogadore, OH 44260
Dave Engelhart, Ph.D. Phone: 330-628-5748

TESTING

Valid to: October 30, 2013

Certificate Number: AT - 1411

I. Forensic

Table with 5 columns: FIELD OF TEST, ITEMS, MATERIALS OR PRODUCTS TESTED, SPECIFIC TESTS OR PROPERTIES MEASURED, SPECIFICATION, STANDARD METHOD OR TECHNIQUE USED, *DETECTION LIMIT/ RANGE/ EQUIPMENT. Rows include Chemical Analysis for Hair using ELISA and GC/MS.

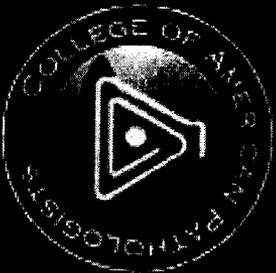
Notes:

- 1. * - As Applicable
2. This scope is part of and must be included with the Certificate of Accreditation No. AT-1411

Handwritten signature of Keith Greening

Vice President





Advancing Science

**Accredited
Laboratory**



The College of American Pathologists

certifies that the laboratory named below

Omega Laboratories Inc

Mogadore, Ohio

David Engelhart, PhD

LAP Number: 6975901

AU-ID: 1366225

has met all applicable standards for accreditation and is hereby fully accredited by the College of American Pathologists' Forensic Drug Testing Accreditation Program. Reinspection should occur prior to July 26, 2012 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

Frank R Rudy

Chair, Commission on Laboratory Accreditation

Mark H. Baum MD FRCP

President, College of American Pathologists

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF COMPLIANCE

LABORATORY NAME AND ADDRESS

OMEGA LABORATORIES INC
400 NORTH CLEVELAND AVENUE
MOGADORE, OH 44260

LABORATORY DIRECTOR

DAVID A ENGLEHART PHD

CILIA ID NUMBER

36D1009603

EFFECTIVE DATE

07/01/2011

EXPIRATION DATE

06/30/2013

Pursuant to Section 3529 of the Public Health Services Act (42 U.S.C. 1395n) as amended by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory is located at the address above shown. (and, if the laboratory is a non-accredited laboratory) may accept human specimens for the purposes of performing laboratory tests. This certificate is issued in recognition of the laboratory's compliance with the requirements of the Act or the regulations thereunder.

CMS

quest & pat
Heath A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicare and Medicaid Operations

Drug & Alcohol Testing Industry Association

recognizes

Omega Laboratories, Inc.

Mogadore, OH

as a Member

in Good Standing

Membership Expires: 9/1/2012

Member # 46097



Erin Carbery

Erin Carbery
Membership Director
DATTA, Washington, DC



Company ID Number: 449924

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Fairfield Information Services & Assoc. LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

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

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Fairfield Information Services & Assoc. LLC	
William Parker	
Name (Please Type or Print)	Title
Electronically Signed	09/22/2011
Signature	Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	09/22/2011
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Fairfield Information Services & Assoc. LLC
Company Facility Address:	133 South Broad Street
	Lancaster, OH 43130
Company Alternate Address:	133 South Broad Street
	P.O. Box 744
	Lancaster, OH 43130
County or Parish:	FAIRFIELD
Employer Identification Number:	31175185

Company ID Number: 449924

North American Industry Classification Systems Code:	519
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• OHIO 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	William L Parker		
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