INVITATION FOR BID

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

Buyer of Record:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Diana.fredrick@doc.mo.gov

IFB 16708463

Hair Testing Drug Assay and Screening Test Kits and Laboratory Services

FOR

Department of Corrections
MODOC Toxicology Laboratory
Cremer Therapeutic Community Center

Contract Period:
November 7, 2016 through One Year

Date of Issue: July 11, 2016

Bids Must Be Received No Later Than:

2:00 p.m., Thursday, August 4, 2016

SEALED bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder 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: Fairfield Information Services and Associates, LLC D.B.A. American Court Services
Mailing Address: P.O. 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 L. Parker - President / Owner

Authorized Signature: William L Parker Bid Date: 08/04/2016

NOTICE OF AWARD:

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

Contract No. **IN ITS ENTIRETY Y16708463**

Matt Sturm, Director, Division of Rehabilitative Services 8-9-16 Date

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

EXHIBIT A, Pricing Page

The bidder must state **only one** firm fixed price delivered FOB Destination Freight Prepaid and Allowed for the line items bidding. Prices quoted shall be considered firm and fixed throughout the contract period. The bidder shall conform to the specifications contained herein.

LINE ITEM	MANDATORY SPECIFICATIONS	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
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: Omega Stock No.: OM-10REV (01-09) Tests Per Kit: 1	300	EA	$ 70.00
002	Charges, if any, incurred for testing inadequate specimen amounts	1	TEST	$ 13.00
003	Expert Testimonial and Witness Services Firm, fixed pricing per day inclusive of all travel, food, lodging, expenses, etc.	5	DAY	$ 1,200.00

Renewal Option Pricing - The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not stated (e.g. left blank, page not returned, etc.), the Department shall have the right to execute the option at the same price(s) stated for the original contract period. Statements such as "a 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.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + 2.9 %	or	Original Price - ____ %
Second Renewal Period	Original Price + 7.2 %	or	Original Price - ____ %

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

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

Bidder's Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and /or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement X Disagreement _____

EXHIBIT A, Pricing Page continued on next page
EXHIBIT A, Pricing Page (Continued)

Terms:

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

_____% if paid within _____days of receipt of invoice

Web Site:

The bidder should state web site address if online invoicing is available: _____

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with 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 and Drug Testing Services / Fairfield Information Services and Associates

Printed Name: William L. Parker Email: william.parker@americancourtservices.com

Authorized Signature: William Parker Date: 8/4/2014

END OF EXHIBIT A, Pricing Page

EXHIBIT B

CURRENT/PRIOR EXPERIENCE VERIFICATION

The bidder should copy and complete this form for each reference provided, documenting the bidder and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the bidder is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

NAME OF BIDDER: American Court Services

Name of Reference (Company)	Address (Address, City, State, Zip)	Contact Person Name Phone # E-mail Address	Dates of Services:	Dollar Value of Services	Description of Services Performed
Franklin County, OH Domestic Relations and Juvenile Division	373 South High Street 6th Floor Columbus, Ohio 43215	Monica Kagey 614-525-5385 Monica_Kagey@fccourts.org	2009 - Present	$100.00 per test	Hair follicle collection by staff at American Court Services, immunoassay and confirmation analyses
Perry County, OH Court of Common Pleas	105 N. Main St. New Lexington, OH 43764	Steve Kinney 740-342-5542 steve.kinney@perrycountyohio.net	2014-Present	$100.00 per test	Hair follicle collection by staff at American Court Services, immunoassay and confirmation analyses
Medina County, OH Common Pleas Court	99 Public Square Medina OH 44256	Veronica Perry 330-725-9791 vperry@medinacountyprobation.org	2011 - Present	$100.00 per test	Hair follicle collection by staff at American Court Services, immunoassay and confirmation analyses

Proposed Subcontractor - The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Department reserves the right to request such information.

Proposed Subcontractor Provide Name and Address	Identify the Service Proposed to be Provided by the Proposed Subcontractor
Omega Laboratories, Inc. 400 N. Cleveland Ave. Magadore, OH 44260	Hair Follicle Analysis, Confirmation of Positive Test Results, Test Result Transmission

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the Department for additional discussions regarding my/my company's association with the bidder referenced above:

Monica Kagey
Signature of Person Verifying Information

8-2-16
Date of Signature

END OF EXHIBIT B

EXHIBIT C

EXHIBIT B

CURRENT/PRIOR EXPERIENCE VERIFICATION

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NAME OF BIDDER: American Court Services

Name of Reference (Company)	Address (Address, City, State, Zip)	Contact Person Name Phone # E-mail Address	Dates of Services:	Dollar Value of Services	Description of Services Performed
Franklin County, OH Domestic Relations and Juvenile Division	373 South High Street 6th Floor Columbus, Ohio 43215	Monica Kagey 614-252-6977 Monica_Kagey@fccourts.org	2009 - Present	$100.00 per test	Hair follicle collection by staff at American Court Services, immunoassay and confirmation analyses
Perry County, OH Court of Common Pleas	105 N. Main St. New Lexington, OH 43764	Steve Kinney 740-342-5542 steve.kinney@perrycountyohio.net	2014-Present	$100.00 per test	Hair follicle collection by staff at American Court Services, immunoassay and confirmation analyses
Medina County, OH Common Pleas Court	99 Public Square Medina OH 44256	Veronica Perry 330-725-9791 vperry@medinacountyprobation.org	2011 - Present	$100.00 per test	Hair follicle collection by staff at American Court Services, immunoassay and confirmation analyses

Proposed Subcontractor - The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Department reserves the right to request such information.

Proposed Subcontractor Provide Name and Address	Identify the Service Proposed to be Provided by the Proposed Subcontractor
Omega Laboratories, Inc. 400 N. Cleveland Ave. Magadore, OH 44260	Hair Follicle Analysis, Confirmation of Positive Test Results, Test Result Transmission

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the Department for additional discussions regarding my/my company's association with the bidder referenced above:

Steve Wayne Kinney
Signature of Person Verifying Information

8/2/2016
Date of Signature

END OF EXHIBIT B
EXHIBIT C

EXHIBIT B

CURRENT/PRIOR EXPERIENCE VERIFICATION

The bidder should copy and complete this form for each reference provided, documenting the bidder and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the bidder is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

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Proposed Subcontractor - The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Department reserves the right to request such information.

Proposed Subcontractor Provide Name and Address	Identify the Service Proposed to be Provided by the Proposed Subcontractor
Omega Laboratories, Inc. 400 N. Cleveland Ave. Magadore, OH 44260	Hair Follicle Analysis, Confirmation of Positive Test Results, Test Result Transmission

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the Department for additional discussions regarding my/my company's association with the bidder referenced above:

Signature of Person Verifying Information

8/2/16
Date of Signature

END OF EXHIBIT B

EXHIBIT C

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 Christina Sheets (Name of Business Entity Authorized Representative) as Director of Ops. (Position/Title) first being duly sworn on my oath, affirm Fairfield Informed (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 of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Fairfield Informed (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under 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.)

Christina Sheets
Authorized Representative's Signature

Christina Sheets
Printed Name

Director of Operations
Title

8/5/2016
Date

christina.sheets@americanconnect.com
E-Mail Address

449924
E-Verify Company ID Number

SHEILA F. KNUPP
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
March 26, 2020

Subscribed and sworn to before me this 8 day of Aug. 2016. I am commissioned as a notary public within
(MONTH, YEAR)

the County of Hocking (NAME OF COUNTY), State of Ohio (NAME OF STATE), and my commission expires on Mar. 26, 2020 (DATE)

Signature of Notary

8/5/2016
Date

EXHIBIT E continued on next page

EXHIBIT E, (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Fairfield Information Services and Associates, 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 have 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.

- ✓ The E-Verify Employment Eligibility Verification page OR 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 current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: Department of Corrections

(*Public University includes the following five schools under chapter 34, RSMo: 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.)

Date of Previous E-Verify Documentation Submission: 09/22/2011

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: 12709021 (if known)

William L. Parker Authorized Business Entity Representative's Name (Please Print)	William Parker *Authorized Business Entity Representative's Signature*
Fairfield Information Services and Associates, LLC Business Entity Name	8/4/2016 Date
william.parker@americancourtservices.com E-Mail Address	449924 E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement Officer	Date

END OF EXHIBIT E

EXHIBIT F

E-Verify

Company ID Number: 449924

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:

- OHIO 1 site(s)

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

Name: William L Parker
Telephone Number: (740) 687 - 6156 ext. 111 Fax Number: (866) 741 - 8523
E-mail Address: william.parker@americancourtservices.com

Name: Sheila F Knupp
Telephone Number: (740) 687 - 6156 ext. 112 Fax Number: (866) 741 - 8523
E-mail Address: sheila.knupp@americancourtservices.com

MISCELLANEOUS INFORMATION

Missouri Secretary of State/Authorization to Transact Business

In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. (http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html)	
If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity	Legal Name: _____ Missouri State Charter # _____
If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.	State specific exemption 351.572.2 (8) (List section and paragraph number) Stated in section 351.572.1 RSMo, Fairfield Information Services and Associates, LLC (State Legal Business Name)

Employee Bidding/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:	_____ %

END OF EXHIBIT F

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IFB 16708463: HAIR TESTING ASSAY AND SCREENING TEST KITS AND LABORATORY SERVICES
For Department of Corrections, MODOC Toxicology Laboratory, Cremer Therapeutic Center

SECTION 2: PEFORMANCE REQUIREMENTS

2.1: General Requirements

Upon receipt of an order from the CTCC, the contractor shall provide hair testing drug assay and screening test kits and laboratory services for the testing of hair specimens for drugs of abuse for the Department of Corrections MODOC Toxicology Laboratory located at the Cremer Therapeutic Community Center in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

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.

American Court Services administers or facilitates over 75,000 court- and government-related drug and alcohol tests annually. Clients include misdemeanor and felony level probation departments, drug courts, community corrections, pretrial service agencies, and state corrections departments as well as clinicians and treatment providers.

Our company is adept to the industry standards in the field of drug testing through our experience and business relationships with various government entities. Upon receipt of an order from Cremer Therapeutic Community Center, our company will provide hair drug testing screening kits and laboratory testing services to the MODOC Toxicology Laboratory as well as any probation and parole office listed in Attachment 1 of the ITB.

The contractor shall be or shall have established a working relationship with a laboratory fully capable of testing the designated samples. The contractor shall have customer service assistance available for Department staff during standard business day hours. The Department understands that on occasion the drug culture changes and as result a new drug test/panel may have to be added in the future.

As a third-party administrator (TPA) for Omega Laboratories, Inc., American Court Services facilitates lab account set-up, associated supplies, chain of custody form management, and both initial and laboratory analyses for hair follicle specimens. All services meet the standards prescribed by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the National Institute on Drug Abuse (NIDA).

Omega Laboratories is a certified testing laboratory through the College of American Pathologists (CAP), the Clinical Laboratory Improvement Amendments (CLIA) and is accredited for the analysis methods of Immunoassay and Solid Phase Extraction with GC/MS, GC/MS/MS or LC/MS/MS Detection through ANSI-ASQ National Accreditation Board ISO/IEC 17025. Copies of Omega Laboratories' certifications and accreditation is available for review as *Exhibit G*.

All project and account activities are managed and controlled through a group of executives, managers and technical staff that comprise a "chain of command." American Court Services provides a single point of contact to act as a liaison between the laboratory and Department employees. The Account Manager will handle all inquiries regarding the account and work with others within the Chain of Command to reach solutions or provide the proper information. The Account Manager will also be responsible for customizing or updating drug tests/panels that may have to be added or removed to meet the Department's needs throughout the term of the contract.

It is the Department's expectation that the contractor achieve an average billing error rate that is three percent (3%) or less. Errors assigned to the contractor will be errors that the contractor created. Examples of laboratory errors include the transposition of authorization number, FACS ID number from the Chain of Evidence form, invoicing for a wrong test, and/or the invoicing of wrong the dollar amount on particular test.

Billing and testing reports from Omega Laboratories are transmitted directly from the laboratory's Account Manager to American Court Services' Business Manager. Billing and testing reports from the laboratory include, but is not limited to, test date, specimen ID number, laboratory accession/authorization number, client ID number, test identification, price per test and any client information that is recorded by the collector on the original chain of evidence form. These reports are transposed into invoices which are transmitted in a format and timetable suitable to the Department. Invoices are transmitted by the Business Manager at American Court Services that is assigned to the Missouri DOC's account.

It is the responsibility of the Business Manager to correct any billing errors created by the laboratory before the invoice is transmitted to the Department. American Court Services maintains an exemplary error rate, and guarantees an error rate of three percent or less throughout the term of the contract. We are confident that we will maintain this service record through our partnership with Omega Laboratories, Inc., an internationally accredited and recognized testing facility whose staff has experience in analyzing over 3 million hair tests since 1999. Omega Laboratories is one of only three hair testing laboratories in the world to have obtained FDA 510(k) clearances, furthering their dedication to accuracy and quality assurance.

2.2: Scope of Work

The contractor shall provide all testing, labor, facilities, equipment and supplies necessary to perform the services required as stated herein to include Chain of Evidence forms and other materials necessary for the specimen collection to be completed in accordance with industry standards. This will include all supplies, shipping costs, and cost of screening and confirmation of all panels with a presumptive positive.

The services outlined in this proposal include lab account set-up, account management, specimen storage and record retention, chain of evidence form management, initial analysis via immunoassay and confirmation analysis for presumptive positive results via GC/MS, GC/MS/MS or LC/MS/MS. All costs listed in *Exhibit A* of this proposal include the aforementioned services as well as collection kits, chain of evidence forms, paid postage, and transmission of test results upon completion of analyses.

At minimum, the contractor shall supply the following: hair testing kits including the materials necessary to collect, store, and document the collection of each hair specimen; clear and precise instructions on how to collect and package hair specimens; a Chain of Evidence form; clear and precise instructions for the completion of a Chain of Evidence form; and postage paid mailers for each specimen.

All test kits manufactured and provided by Omega Laboratories include collection foil with packaging instructions printed directly on the foil, and a sealable container/envelope for collected specimen and a sealable specimen collection bag in which to place both the sealed specimen envelope and completed chain of evidence form. The sealable specimen container includes a markings that allow the collector to measure the length of the hair follicle to ensure that it is a sufficient length for a valid test.

Specimen seals are included on the chain of evidence form to match the specimen to the donor. Seals are removed from the chain of custody forms and placed on the donor's specimen envelope to match the specimen to the donor's information. Chain of evidence forms include clear and precise instructions on which information must be completed by both donor and collector for an analysis to occur.

Omega Laboratories will also provide the Department with postage paid mailers / billable stamps for express shipments of specimens. Postage mailers include pre-printed information so little to no information has to be completed by the sender before affixing postage to the shipping container.

The Department shall be responsible for the collection of the hair specimens and the placement of orders for testing.

It will be the responsibility of the Department's collectors to collect, order and ship hair follicle specimens for testing. American Court Services will provide the Department with training and resource materials that will assist collectors in proper collection protocols (see section entitled, "*Training Requirements*" for details.)

2.3: Testing Requirements

The contractor shall test hair samples for drugs of abuse to include but not limited to the following: Marijuana metabolites (THC); Cocaine metabolites (COC); Amphetamines/Methamphetamine (AMP); Opiate metabolites (OPI); and Phencyclidine (PCP).

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 metabolites in marijuana, cocaine, amphetamines/ methamphetamines, opiates/ morphine and phencyclidine.

Additional drug panels may be added to this configuration if necessary. Additional fees may apply depending on the number of panels added, or the type of drug added, to the original configuration. American Court Services will work with Project Managers to outline associated costs for configuration updates in the event that updates are necessary.

The initial screening test must be completed within forty-eight (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 between 24 to 48 hours from receipt of the hair specimen at the laboratory in accordance with industry standards.

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

Confirmatory mass spectrometry tests are typically completed in seventy two (72) hours from a presumptive positive result with a maximum analysis period of five (5) days from the presumptive positive result. Omega's turnaround time is based on laboratory-proven proprietary specimen preparation and testing methods, which are part of the intellectual property that is unique to Omega.

The contractor shall notify the facility immediately upon the receipt of inadequate specimen amounts. Inadequate specimen testing shall be charged at the rate stated on EXHIBIT A, Pricing Page.

American Court Services receives an error notification from Omega's Quality Control Officer when a specimen has been flagged for collection errors. Omega Laboratories 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.

Other collection errors can include, but not be limited to, missing donor information, missing signatures, mismatched specimen ID numbers or an improperly sealed collection container. American Court Services' Account Manager will identify the Laboratory Manager immediately when notification is received in order to take the proper corrective actions. Inadequate specimen, and other collection error, testing will be charged at the rate stated on *Exhibit A, "Pricing Page."*

A sample of the error notification is attached for review as *Exhibit H.*

For screening and confirmation testing, the contractor shall test the hair specimens for drugs of abuse per SAMHSA cutoff levels for FDA cleared screening assays for each drug (to be reported in ng/mg).

Initial screens will detect the presence of marijuana, cocaine, amphetamines/ methamphetamines, opiates/ morphine and phencyclidine at the SAMHSA cutoff levels for FDA-cleared screening assays for each drug:

Initial Screen (Immunoassay) Cutoff Levels	
Drug	**Cutoff Level (Nanograms per Milligram)**
Marijuana Metabolites (THC)	0.001 ng/mg
Cocaine Metabolite	0.5 ng/mg
Opiate Metabolites	0.3 ng/mg
Phencyclidine (PCP)	0.3 ng/mg
Amphetamines/Methamphetamine Metabolites	0.5 ng/mg

Specimens presumed to be positive from the initial drug screen will undergo confirmation testing via GC/MS, LC/MS/MS or GC/MS/MS) with the following cutoff levels approved by both SAMHSA and FDA:

Confirmation (GC/MS, LC/MS/MS, or GC/MS/MS) Cutoff Levels	
Drug	**Cutoff Level (Nanograms per Milligram)**
Marijuana Metabolites (THC)	0.001 ng/mg
Cocaine Metabolite	0.5 ng/mg
Opiate Metabolites	0.3 ng/mg
Phencyclidine (PCP)	0.3 ng/mg
Amphetamines/Methamphetamine Metabolites	0.5 ng/mg

The contractor's screening process must be by alternate chemical method and the contractor's procedure for hair testing analysis shall involve a two-tiered protocol: 1) screening for the five drug groups identified herein followed by 2) a confirmation of all positive results via gas chromatography/mass spectrometry (GC/MS), liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS), or gas chromatography/mass spectrometry/mass spectrometry (GC/MS/MS).

Initial screening and confirmatory screening processes are alternate chemical methods of analysis. The procedure for hair testing analysis shall involve a two-tiered protocol: screening for the five aforementioned drug groups via immunoassay analysis followed by a confirmation of all presumptive positive results via gas chromatography/mass-spectrometry (GC/MS), liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS), or gas chromatography/mass spectrometry/mass spectrometry (GC/MS/MS). Confirmatory method used is determined by the drug class that has screened positive. Most efficient and effective method of confirmatory analysis will be utilized for each drug class.

If a sample is presumptively positive in the initial screening stage, more hair is pulled from the initial specimen and prepared for Extraction. All presumptive positive samples are washed prior to confirmation as needed. Omega's specimen wash method has been approved by multiple accrediting agencies as an effective means for removing external contamination while *not* inadvertently removing metabolites, which could lead to false negatives.

2.4: Reporting Requirements

At no cost to the Department, the contractor's reporting shall include, but is not necessarily limited to, the following:

a. **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.**

   American Court Services assigns an Account Manager to clients with whom we facilitate laboratory testing services. 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 twenty-four (24) hours of completion of the initial screening test.

b. Positive results must be reported to the Department within twenty-four (24) hours of certification of the confirmed positive results.

American Court Services assigns an Account Manager to those clients with whom we facilitate laboratory testing services. 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 twenty-four (24) hours of certification of the confirmed positive results.

c. All test results shall be reported uniformly for each drug class as a positive or a negative.

Both initial and confirmatory hair follicle test results will be reported uniformly with qualitative test results; each drug class will include a determination of "Negative" or "Positive." Additionally, "Positive" test results will include quantitative values for specific drug metabolites that are positively identified in the specimen, measured in nanograms per milligram (ng/mg).

d. 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.

Standard test results will include the specimen's unique identification number from the chain of evidence form, 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, collection date, and date tested at the laboratory, and laboratory accession (approval) number.

All results reported will list each drug class tested in the selected test configuration. Test results will be clearly reported as "Positive" or "Negative" for each drug class and will include each drug's standard concentration cutoff levels. Confirmatory results will include each drug's concentration cutoff levels *and* quantitative levels for specific drug metabolites that are positively identified in hair specimen.

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. Samples of possible report formats is available as *Exhibit I.*

e. 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. Other transmission options include secure email or secure web portal access. American Court Services will coordinate the best transmission option with Project Managers prior to the implementation of the contract.

At no cost to the Department, a monthly statistical report showing all test results shall be prepared by the contractor and 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; collection date; test date; drugs tested, and results reported as positive or negative for each drug class.

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 at the laboratory, 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.

The monthly report shall be delivered no later than the 15th of the following month to:

Carol Bates, Laboratory Manager
Cremer Therapeutic Community Center,
PO Box 70
Fulton, MO 65251

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, PO Box 70 Fulton, MO 65251* as per the specifications of the IFB.

The contractor shall maintain the Chain of Evidence archives for five (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 five (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.

2.5: Training Requirements

The contractor shall provide training for Department personnel in the proper collection of hair specimens for the proper use of the testing device(s), as requested by the Department. The contractor shall provide a training video by a secured on-line link, or sent in the form of a DVD 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.

Additionally, American Court Services can make a printed tutorial available that includes step-by-step instructions and images that can guide a collector through the collection and packaging processes. This document can be made available to each location as a hard copy or through a secured online link on the Company web page. A copy of the tutorial document is available as *Exhibit J.*

2.6: Certification and Expertise Requirements

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. Copies of certifications for the testing laboratory must be available to the Department if requested.

Omega Laboratories, Inc. is an accredited laboratory under the Clinical Laboratories Improvement Act and College of American Pathologists. Additionally, Omega Laboratories is one of only three hair testing laboratories in the world to have obtained FDA 510(k) clearances. Copies of certificates of accreditation and certification are available in *Exhibit G*.

The contractor's laboratory must have:

a. **Provided commercial hair testing services for corporate clients for a period of no less than two (2) years**

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

b. **The ability to maintain and certify in writing its testing process's capability of removing or discerning external contaminations**

   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). 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. 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 includes a complete review of Omega's hair wash procedure for removing external contaminants. Omega maintains a proprietary specimen wash method which has been approved by multiple accrediting agencies as an effective means for removing external contamination. Unlike other longer washes, Omega's proprietary wash method does not inadvertently remove metabolites (which can lead to false negatives) while still creating a faster turnaround time for test results than other hair follicle testing laboratories.

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**

   Omega Laboratories Inc. employs certified scientists and qualified laboratory staff that have experience in court testimony at the State and Federal levels. American Court Services and Omega Laboratories, Inc. stand behind the procedures and test results utilized. American Court Services is able to provide certified 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, "Pricing Page."*

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**

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

e. **The ability to maintain and certify in writing the contractor's capability 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 (49 CFR Part 40), which mandates that service providers must maintain records/ archives that document their testing program must be kept for a minimum of five (5) years.

f. **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 ANSI-ASQ

Copies of these certification certificates are available in *Exhibit G.*

Omega Laboratories has remained in good standing with all certifications, and has never had their laboratory license suspended or revoked.

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. The contractor shall be reimbursed the firm, fixed price per day stated on EXHIBIT A, Pricing Page.

Omega Laboratories Inc. employs certified scientists and qualified laboratory staff that have technical expertise in the science and procedure involved with hair follicle testing, as well as experience in providing expert witness testimony concerning policies, procedure and test result interpretation at the State and Federal levels. If deemed necessary in a court proceeding, American Court Services can arrange for provision of expert witness testimony from a qualified laboratory professional. Expert witness testimony is charged to the Department at a firm, fixed daily price which is outlined on *Exhibit A, "Pricing Page."*

2.7: Delivery Requirements

The items awarded under IFB must be available for delivery to all facilities listed on Attachment 1.

Collection and shipping items outlined in this IFB are shipped directly from Omega Laboratories, Inc. United Parcel Service (UPS) is the shipping provider for American Court Services and Omega Laboratories, and has the ability to deliver and unload items at the Department's dock or other designated sites at all facilities listed on Attachment 1 of this IFB.

Orders shall be placed by the CTCC Business Manager/designee. The contractor must begin accepting orders upon notice of award. Orders must be delivered to the P&P location indicated on the purchase order. All orders received on the last day of the contract must be shipped at the contract price.

American Court Services' designated Account Manager will be responsible for placing orders from the CTCC Business Manager or designee. As the current hair follicle testing contract holder for the CTCC, our Company is prepared to begin accepting orders immediately upon notice of award.

American Court Services agrees to ship and invoice orders received on the last day of the contract at the contract price.

The contractor shall deliver items 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. Delivery must not be made on official state holidays.

American Court Services agrees to deliver items upon receipt of an authorized purchase order or P-Card transaction notice. United Parcel Service (UPS) is the shipping provider for American Court Services and Omega Laboratories, and has the ability to deliver and unload items FOB at the Department's dock or other designated sites at all facilities listed on Attachment 1 of this IFB. Shipments are prepaid; at no cost to the Department.

Delivery will not be made on the official state holidays listed on the State of Missouri web site.

2.8: Invoicing Terms

2.8.1 American Court Services will accurately invoice per the prices indicated on *Exhibit A, "Pricing Page."*

2.8.2 Invoices for services can be emailed or mailed to the addresses outlined in section 2.8.2 when the Department issues a purchase order.

2.8.3 Each invoice submitted will be specific to one purchase order number. The purchase order number will be referenced on the invoice and the invoice will be itemized in accordance with the item listed on the purchase order. If the state chooses to utilize its purchasing card (Visa) for payment, an itemized invoice reflecting the amount charged to the card will be faxed or emailed to the institution either on the same day or within one (1) business day from the purchase on the card.

2.8.4 As noted on Exhibit A, "*Pricing Page,*" American Court Services does not offer discounts for prompt payment for transactions made either by Purchase Order or Visa card.

2.9: Payment Terms

2.9.1 In the event that the Department chooses to utilize the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. American Court Services agrees to accept the state purchasing card as an acceptable form of payment and will not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

The state purchasing card shall not be charged until all goods/services invoice(s) has been received and accepted. An itemized invoice reflecting the amount charged to the card will be faxed or emailed to the institution either on the same day or within one (1) business day from the purchase charged to the card once the testing supplies have been delivered and accepted at that the proper location.

2.9.2 American Court Services understands and agrees that the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, if awarded a contract for services under the terms of this IFB and prior to any payments becoming due under the contract, American Court Services will update its vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov. Each invoice will be on the original descriptive business invoice form and each will contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. American Court Services agrees to comply with all other invoicing requirements stated in the IFB.

2.9.4 If awarded a contract for services through this IFB, American Court Services agrees to comply with the payment terms and conditions outlined in the contract. We understand that payments will be processed based on final delivery, inspection and acceptance of services rendered.

2.9.5 American Court Services does not maintain an e-commerce web application where Department staff can access invoices.

2.9.6 American Court Services understands that the Department does not pay state or federal sales tax. Costs outlined in Exhibit A will not include a sales tax, additional payments or add-on charges.

2.9.7 American Court Services understands that other than the payments and reimbursements specified in this IFB, no other payments or reimbursements shall be made to the contractor for any reason whatsoever, including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

CERTIFICATE OF ACCREDITATION

ANSI-ASQ National Accreditation Board
5300 W. Cypress Street, Suite 180, Tampa, FL 33607, 813-443-0517

This is to certify that

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

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

ISO/IEC 17025:2005

while demonstrating technical competence in the field(s) of

FORENSIC TESTING

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

AT-1667
Certificate Number

ANAB Approval

Certificate Valid to: 06/01/2019
Version No. 001 Issued: 04/27/2015

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

ANAB

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Omega Laboratories, Inc.

400 N Cleveland Ave, Mogadore, OH 44260
CONTACT: David Engelhart Phone: 330-628-5748
dengelhart@omegalabs.net www.omegalabs.net

FORENSIC TESTING

Valid to: June 01, 2019 Certificate Number: AT-1667

Materials Examined

Category	Sub Category	Analytical Techniques
Toxicology	• Drugs in hair • Drugs in Oral Fluids	• 1.1, 2.1.1, 2.1.2, 2.1.3,3.1, 4.0 • 1.1, 2.1.3, 3.1, 4.0

Analytical Technique/Test Method

1.0 Chemical Screening Tests 1.1 Immunoassay
2.0 Spectroscopy 2.1 Mass spectrometry 2.1.1 GC/MS 2.1.2 GC/MS/MS 2.1.3 LC/MS/MS
3.0 Physical Examination 3.1 Physical measurements (e.g., weight, volume, etc.)
4.0 General laboratory procedures

Notes:

1. *This scope is formatted as part of a single document including the Certificate of Accreditation No. AT-1667*

Vice President

ilac-MRA ANAB

COLLEGE of AMERICAN PATHOLOGISTS

CAP ACCREDITED
COLLEGE of AMERICAN PATHOLOGISTS

The College of American Pathologists
certifies that the laboratory named below

Omega Laboratories Inc
Mogadore, Ohio
David Engelhart, PhD

CAP Number: 6975901
AU-ID: 1366225

has met all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Forensic Drug Testing Accreditation Program. Reinspection should occur prior to July 26, 2018 to maintain accreditation.

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

Chair, Commission on Laboratory Accreditation

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

CLIA ID NUMBER

36D1009503

EFFECTIVE DATE

07/01/2015

LABORATORY DIRECTOR

DAVID A ENGLEHART Ph.D.

EXPIRATION DATE

06/30/2017

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

243 Certs2_080415

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

LAB CERTIFICATION (CODE)	EFFECTIVE DATE	LAB CERTIFICATION (CODE)	EFFECTIVE DATE
TOXICOLOGY (340)	07/01/2005		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

510(k) Premarket Notification

New Search

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Device Classification Name	Enzyme Immunoassay, Amphetamine[22]
510(K) Number	K142855
Device Name	Omega Laboratories Hair Drug Screening Assay Methamphetamine (Meth) And -3, 4-Methylenedioxymethamphetamine (MDMA)
Applicant	Omega Laboratories, Inc. 400 N. Cleveland Ave. Mogadore, OH 44260
Applicant Contact	William Corl
Correspondent	Omega Laboratories, Inc. 400 N. Cleveland Ave. Mogadore, OH 44260
Correspodent Contact	Robert J Bard
Regulation Number	862.3100[23]
Classification Product Code	DKZ[24]
Date Received	09/30/2014
Decision Date	07/28/2015
Decision	Substantially Equivalent (SESE)
Regulation Medical Specialty	Toxicology
510k Review Panel	Toxicology
Summary	Summary[25]
FDA Review	Decision Summary[26]
Type	Traditional
Reviewed By Third Party	No
Combination Product	No

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17. /scripts/cdrh/cfdocs/cfPCD_RH/classification.cfm
18. /scripts/cdrh/cfdocs/cfAssem/assembler.cfm
19. /scripts/cdrh/cfdocs/Medsun/searchReportText.cfm
20. /scripts/cdrh/cfdocs/cfClia/Search.cfm
21. /scripts/cdrh/cfdocs/cfTPLC/tplc.cfm

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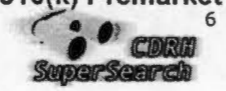
510(k) Premarket Notification



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510(k)[7]|DeNovo[8]|Registration & Listing[9]|Adverse Events[10]|Recalls[11]|PMA[12]|HDE[13]|Classification[14]|Standards[15]
CFR Title 21[16]|Radiation-Emitting Products[17]|X-Ray Assembler[18]|Medsun Reports[19]|CLIA[20]|TPLC[21]

New Search Back To Search Results

Device Classification Name	Enzyme Immunoassay, Cocaine And Cocaine Metabolites[22]
510(K) Number	K131128
Device Name	OMEGA LABORATORIES HAIR DRUG SCREENING ASSAY FOR COCAINE AND COCAINE METABOLITES
Applicant	OMEGA LABORATORIES, INC. 400 North Cleveland Mogadore, OH 44260
Applicant Contact	Robert J Bard, Jd
Correspondent	OMEGA LABORATORIES, INC. 400 North Cleveland Mogadore, OH 44260
Correspodent Contact	Robert J Bard, Jd
Regulation Number	862.3250[23]
Classification Product Code	DIO[24]
Date Received	04/23/2013
Decision Date	11/13/2013
Decision	Substantially Equivalent (SESE)
Regulation Medical Specialty	Toxicology
510k Review Panel	Toxicology
Summary	Summary[25]
FDA Review	Decision Summary[26]
Type	Traditional
Reviewed By Third Party	No
Combination Product	No

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5. http://www.fda.gov/MedicalDevices/DeviceRegulationandGuidance/Databases/default.htm
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10. /scripts/cdrh/cfdocs/cfMAUDE/TextSearch.cfm
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12. /scripts/cdrh/cfdocs/cfPMA/pma.cfm
13. /scripts/cdrh/cfdocs/cfHDE/hde.cfm
14. /scripts/cdrh/cfdocs/cfPCD/classification.cfm
15. /scripts/cdrh/cfdocs/cfStandards/search.cfm
16. /scripts/cdrh/cfdocs/cfCFR/CFRSearch.cfm
17. /scripts/cdrh/cfdocs/cfPCD_RH/classification.cfm

FDA Home[3] Medical Devices[4] Databases[5]

510(k) Premarket Notification

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510(k)[7]|DeNovo[8]|Registration & Listing[9]|Adverse Events[10]|Recalls[11]|PMA[12]|HDE[13]|Classification[14]|Standards[15]
CFR Title 21[16]|Radiation-Emitting Products[17]|X-Ray Assembler[18]|Medsun Reports[19]|CLIA[20]|TPLC[21]

New Search Back To Search Results

Device Classification Name	Enzyme Immunoassay, Opiates[22]
510(K) Number	K140671
Device Name	OMEGA LABORATORIES HAIR DRUG SCREENING ASSAY FOR OPIATES, OXYCODONE AND HYDROCODONE
Applicant	OMEGA LABORATORIES, INC. 400 North Cleveland Mogadore, OH 44260
Applicant Contact	Robert J Bard
Correspondent	OMEGA LABORATORIES, INC. 400 North Cleveland Mogadore, OH 44260
Correspodent Contact	Robert J Bard
Regulation Number	862.3650[23]
Classification Product Code	DJG[24]
Date Received	03/18/2014
Decision Date	01/08/2015
Decision	Substantially Equivalent (SESE)
Regulation Medical Specialty	Toxicology
510k Review Panel	Toxicology
Summary	Summary[25]
FDA Review	Decision Summary[26]
Type	Traditional
Reviewed By Third Party	No
Combination Product	No

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7. /scripts/cdrh/cfdocs/cfPMN/pmn.cfm
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9. /scripts/cdrh/cfdocs/cfRL/rl.cfm
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12. /scripts/cdrh/cfdocs/cfPMA/pma.cfm
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16. /scripts/cdrh/cfdocs/cfCFR/CFRSearch.cfm
17. /scripts/cdrh/cfdocs/cfPCD_RH/classification.cfm
18. /scripts/cdrh/cfdocs/cfAssem/assembler.cfm
19. /scripts/cdrh/cfdocs/Medsun/searchReportText.cfm

510(k) Premarket Notification

New Search Back To Search Results

Device Classification Name	Enzyme Immunoassay, Phencyclidine[22]
510(K) Number	K131181
Device Name	OMEGA LABORATORIES HAIR DRUG SCREENING ASSAY PHENCYCLIDINE
Applicant	OMEGA LABORATORIES, INC. 400 North Cleveland Mogadore, OH 44260
Applicant Contact	Robert J Bard, Jd, Rac, Cqe
Correspondent	OMEGA LABORATORIES, INC. 400 North Cleveland Mogadore, OH 44260
Correspodent Contact	Robert J Bard, Jd, Rac, Cqe
Regulation Number	862.3100[23]
Classification Product Code	LCM[24]
Date Received	04/25/2013
Decision Date	06/25/2013
Decision	Substantially Equivalent (SESE)
Regulation Medical Specialty	Toxicology
510k Review Panel	Toxicology
Summary	Summary[25]
FDA Review	Decision Summary[26]
Type	Traditional
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10. /scripts/cdrh/cfdocs/cfMAUDE/TextSearch.cfm
11. /scripts/cdrh/cfdocs/cfRES/res.cfm
12. /scripts/cdrh/cfdocs/cfPMA/pma.cfm

510(k) Premarket Notification

New Search Back To Search Results

Device Classification Name	Enzyme Immunoassay, Cannabinoids[22]
510(K) Number	K122759
Device Name	OMEGA LABORATORIES HAIR DRUG SCREENING ASSAY CARDOXY-THC (THCA)
Applicant	OMEGA LABORATORIES, INC. 400 North Cleveland Mogadore, OH 44260
Applicant Contact	Robert J Bard
Correspondent	OMEGA LABORATORIES, INC. 400 North Cleveland Mogadore, OH 44260
Correspodent Contact	Robert J Bard
Regulation Number	862.3870[23]
Classification Product Code	LDJ[24]
Date Received	09/10/2012
Decision Date	12/05/2012
Decision	Substantially Equivalent (SESE)
Regulation Medical Specialty	Toxicology
510k Review Panel	Toxicology
Summary	Summary[25]
FDA Review	Decision Summary[26]
Type	Traditional
Reviewed By Third Party	No
Combination Product	No

Links on this page:

1. http://www.addthis.com/bookmark.php?u508=true&v=152&username=fdamain
2. http://www.addthis.com/bookmark.php
3. http://www.fda.gov/default.htm
4. http://www.fda.gov/MedicalDevices/default.htm
5. http://www.fda.gov/MedicalDevices/DeviceRegulationandGuidance/Databases/default.htm
6. /scripts/cdrh/devicesatfda/index.cfm
7. /scripts/cdrh/cfdocs/cfPMN/pmn.cfm
8. /scripts/cdrh/cfdocs/cfpmn/denovo.cfm
9. /scripts/cdrh/cfdocs/cfRL/rl.cfm
10. /scripts/cdrh/cfdocs/cfMAUDE/TextSearch.cfm
11. /scripts/cdrh/cfdocs/cfRES/res.cfm
12. /scripts/cdrh/cfdocs/cfPMA/pma.cfm

Good Morning,

My name is [NAME]. I am one of the Client Service Representatives here at Omega Laboratories, Inc. I am writing to you regarding a hair test sample that we received in our laboratory.

Specimen ID#: 1234567
Collector: Ima Collector
Company: Missouri DOC: District 16

This is a courtesy email to inform you that this particular sample ended up resulting out as a QNS (quantity not sufficient).

If more training is needed for this Collector please visit our online training information:

1. Go to www.omegalabs.net
2. Look for the "ClientNet" portion on the left hand side of the web site
3. Log in using username "hairtest" and password "hairtest"
4. Click on "Specimen Collection Training Materials" link for the PowerPoint collection presentation

Here is a little more information on Omega's hair collecting:

Keep in mind that all of our calculations are based on weight. In order to complete testing on a sample that is at least 1.5" or longer we require approximately 90-120 strands of hair (about the diameter of a drinking straw). If the head hair that is being collected is quite a bit shorter than 1.5" then we will need you to collect a more than normal, maybe about the size of 3 drinking straws in diameter. Our testing process is a two-part process. We first weigh out an amount of the hair for our screening process. If we do not get conclusive results out of the screening process, the sample is then pulled and re-weighed for each individual drug that was inconclusive out of screening. Potentially that could be a total of five drugs that we would weigh out individually. That can end up being quite a bit of hair. Our suggestions for the amount to collect are based on "worst case scenarios".

If you are collecting body hair, we will need about the size of a small cotton ball. It is not necessary to align root ends when collecting body hair. It is ok to collect body hair from several different body sites, anywhere from the nose down and mix them in the same foil to be able to acquire the necessary amount. The only thing to keep in mind is that you CANNOT mix body hair [illegible]. Body hair is a dormant hair and we give all body hair an umbrella timeframe of approximately 12 months.

If you wish to review our training information online:
1. Go to http://www.omegalabs.net
2. Look for the "ClientNet" portion on the left hand side of the web site
3. Log in using username "hairtest" and password "hairtest"
4. Click on "Collection Instructions" for the PowerPoint collection presentation

If you choose to review our training materials and would like to take our exam, please click on the link below to complete the exam:

http://omegalabs.net/exams/registration-form.aspx

I hope this information is helpful to you for future collections. Please do not hesitate to contact me if you have any future questions/concerns.

Sincerely,

[NAME]
Client Service Representative | Omega Laboratories
400 N. Cleveland Ave. | Mogadore, OH | 44260
Phone: 330.628.5748 | Fax: 330.628.5803 | Toll Free: 800.665.5569

Email: address@omegalabs.net

OMEGA Laboratories

Requesting Agency:

LAN:
Specimen ID:
Reason For Test: Pre Employment
Date Collected: 11/04/2014
Date Received: 11/05/2014
Date Reported: 11/07/2014

Donor Name: _____ SSN/ID: _____

Test(s) Requested: Hair 5 Drug Panel & Extended Opiates
The Hair 5 Drug Panel and Extended Opiates Test includes the testing of the 5 major drug classes screened by ELISA and confirmed by GC/MS or GC/MS/MS.
These include:
Amphetamines - Methamphetamine, Ecstasy (MDMA), MDA
Cocaine - Cocaine/Cocaine Metabolites
Opiates - Codeine, Morphine, Heroin Metabolite, Hydrocodone(Vicodin, Lorcet, Lortab)
Hydromorphone(Dilaudid)
Oxycodone(Percocet)
Phencyclidine(PCP)
THC Metabolite(Marijuana)

Hair 5 Drug Panel & Extended Opiates Test Result: POSITIVE

A positive result indicates that the drug was identified at a level equal to or greater than the listed cutoff and was confirmed by GC/MS/MS

Drugs Tested For	Result	Screening Cut off	Screening Method	Confirmation Cut off	Confirmation Method	Quantitative Result
Amphetamines	Negative	500 pg/mg	ELISA	500 pg/mg	GC/MS	
Cocaine/Metabolites	Negative	500 pg/mg	ELISA	500 pg/mg	GC/MS	
Opiates	Negative	200 pg/mg	ELISA	200 pg/mg	GC/MS	
Extended Opiates	**Positive**	**200 pg/mg**	**ELISA**	**200 pg/mg**	**GC/MS**	
Hydrocodone	**Positive**			**200 pg/mg**	**GC/MS**	**984 pg/mg**
Phencyclidine	Negative	300 pg/mg	ELISA	300 pg/mg	GC/MS	
THC Metabolite	**Positive**	**1.00 pg/mg**	**ELISA**	**0.10 pg/mg**	**GC/MS/MS**	**0.25 pg/mg**

REPORT NOTATIONS

1.5 inches (3.81 cm) - Head Hair

Certified By: David Engelhart, Ph.D
Omega Result Report REV 10.2013

Result Report Version: 1851297.13

David Engelhart, Ph.D
Laboratory Director

Omega Laboratories, Inc. | 400 N. Cleveland Ave. | Mogadore, OH 44260

Four Simple Steps to Hair Collection

1

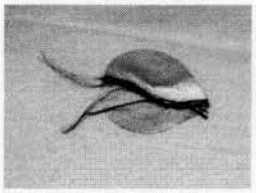
Wipe the scissors with an alcohol wipe, select a long, thin strip of hair (equal to the diameter of a pencil or a soda straw when placed in the Collection Foil) and clip the hair sample as close to the scalp as possible. You should collect 90 to 120 strands of hair. More strands are needed if the hair is less than 1.5 inches long or if hair is extremely thin. Collect from several locations if hair is very short. **Call 800.665.5565 and ask for Customer Service if you have any collection questions.**

1

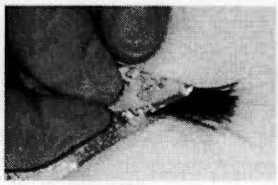
Additional materials for hair collection:
1. Hair clip
2. Scissors
3. Ball point pen
4. Alcohol wipe

2

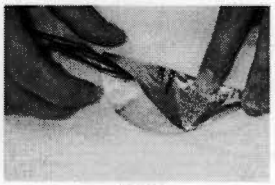
(A) Place the root ends of the sample on the tab end of the Collection Foil.
(B) Crimp the tab end over the root ends of the sample
(C) Straighten the hair lengthwise along the center of the Collection Foil
(D)Fold the Collection Foil in half along the center line
(E) Fold the Collection Foil lengthwise again
- Sample is ready to place in the Hair Specimen Pouch



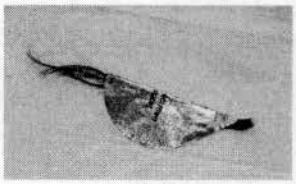
2A



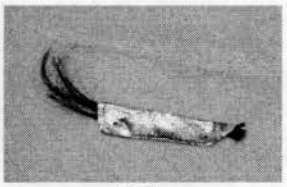
2B



2C



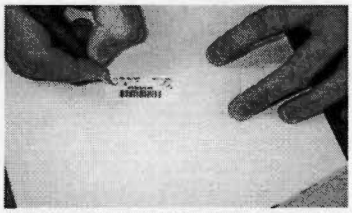
2D



2E

3

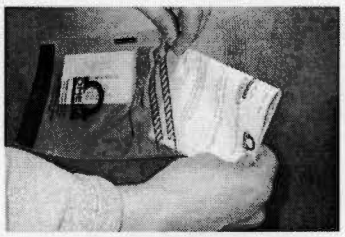
Place the Collection Foil in the Hair Specimen Pouch. Seal the pouch with the security label provided on the Chain of Custody Form (C.C.F.). **Have donor put their initials and the date on the security label and complete Step 5 on Copy 2 of the C.C.F.**



3

4

Place sealed Hair Specimen Pouch into the clear Specimen Bag. Place the white of the Chain of Custody Form into the Specimen Bag and seal the bag. Speciman is now read for shipment.



4

REMEMBER!!

1) **Collect enough hair. If no head hair, collect body hair. When collecting head hair get enough strands to fill the diameter of a soda straw!**
2) **With shaved/short hair, locate longest hair possible and make multiple cuts from different locations to produce sufficient amount of hair needed.**
3) **DO NOT MIX head hair and body hair together - ONLY COLLECT ONE OR THE OTHER.**
4) **YOU MUST state on the Chain of Custody Form (STEP 2) if sample is head or body hair.**
5) **The donor MUST initial the seal (on the Hair Specimen Pouch) and sign the #2 (Medical Review Officer) copy of the Chain of Custody Form**

Have questions or need supplies? Call 800.665.5569 and ask for Customer Service

NO FLAT CANCELLATIONS

KINSALE INSURANCE COMPANY
2221 Edward Holland Drive, Suite 600
Richmond, Virginia 23230

DECLARATIONS - ALLIED HEALTH
PROFESSIONAL LIABILITY - CLAIMS MADE AND REPORTED
GENERAL LIABILITY - CLAIMS MADE AND REPORTED

Policy Number:	0100000749-5
Producer Number:	18402
Name and Address:	Burns and Wilcox - Illinois 155 North Wacker Chicago, IL 60606

NAMED INSURED:	Fairfield Information Services & Assoc LLC dba American Court and Drug Testing Services
MAILING ADDRESS:	200 S Columbia Street, PO Box 744 Lancaster, OH 43130
POLICY PERIOD:	FROM 09/27/2015 TO 09/27/2016 at 12:01 AM at the address of the named insured as shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE - Professional Liability	
Each Claim Limit:	$1,000,000
Aggregate Limit:	$3,000,000

LIMITS OF INSURANCE - General Liability		
Each Claim Limit	$1,000,000	
Damage to Premises Rented to You Limit	$50,000	any one premises
Personal Injury Limit	$1,000,000	any one person or organization
General Aggregate Limit	$3,000,000	
Products-Completed Operations Aggregate Limit	Included	

DEDUCTIBLE(S)	
General Liability	$1,000
Professional Liability	$1,000

RETROACTIVE DATE	
Professional Liability:	09/27/2008 at 12:01AM at the address of the named insured as shown above.
General Liability:	09/27/2008 at 12:01AM at the address of the named insured as shown above.
THIS INSURANCE DOES NOT APPLY TO INJURY OR DAMAGE WHICH OCCURS BEFORE THE APPLICABLE RETROACTIVE DATE, SHOWN ABOVE.	

DESCRIPTION OF BUSINESS	
Description of Operations:	Instant Drug Testing and Specimen Collection Services
Business Type:	Limited Liability Co

The insurance hereby evidenced is written by an approved non licensed insurer in the State of Ohio and is not covered in case of insolvency by the Ohio Guaranty Association.

ALL PREMISES YOU OWN, RENT OR OCCUPY (If different from mailing address)	
LOCATION	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1	326 South High Street, Suite 100, Columbus, OH 43215
2	124 N Court Street, Suite B, Medina, OH 44256
3	200 S Columbus Street, Lancaster, OH 43130

CLASSIFICATION AND PREMIUM				
CLASS CODE	CLASS DESCRIPTION	BASIS OF PREMIUM	EXPOSURE	PREMIUM
46112.04	Medical Labs Level IV	per $1,000 of Revenue	3,450,000	$10,548

TOTAL PREMIUM (MINIMUM AND DEPOSIT):	$10,548
COMPANY FEE:	$0
TOTAL PAYABLE AT INCEPTION:	$10,548

POLICY SUBJECT TO AUDIT:	N	AUDIT PERIOD:	Not Applicable

FORMS AND ENDORSEMENTS
Refer to ADF4001, SCHEDULE OF FORMS

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

$10,548 + $527.40 Surplus Tax + $350 Policy Fee + $25 IM Fee = $11,450.40

FedEx Express

RECEIVED
MO DEPT. OF CORRECTIONS
PURCHASING SECTION
8/3/2016 1:53 PM

RECEIVED
AUG 05 2016
PURCHASING

Align top of FedEx Express® shipping label here.

ORIGIN ID:OXDA (740) 687-6156
AMERICA COURT SERVICE
200 S COLUMBUS ST
LANCASTER, OH 43130
UNITED STATES US

SHIP DATE: 02AUG16
ACTWGT: 0.50 LB
CAD: 6882136/SSF01704
BILL CREDIT CARD

TO MISSOURI DEPARTMENT OF CORRECTIONS
PURCHASING SECTION
2729 PLAZA DR

JEFFERSON CITY MO 65109
(573) 526-0691
REF:
INV:
PO:
DEPT:

FedEx Express

TRK# 0201 7837 2794 5402

WED - 03 AUG 3:00P
STANDARD OVERNIGHT

XX JEFA

65109
MO-US STL

AMERICAN COURT SERVICES

ITB #: 16708463
OPENING DATE: Thursday, August 4, 2016
OPENING TIME: 2:00 P.M.

HAIR TESTING DRUG ASSAY AND SCREENING TEST KITS AND LABORATORY SERVICES FOR DEPARTMENT OF CORRECTIONS, MODOC TOXICOLOGY LABORATORY AND CRÈMER THERAPEUTIC COMMUNITY CENTER

DATED MATERIAL-DELIVER IMMEDIATELY

Align bottom of peel-and-stick airbill or pouch here.

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the bid.

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the bidder commits to the 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** *The bidder should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	Product/Service(s) proposed: IFB Paragraph References:
2.	Product/Service(s) proposed: IFB Paragraph References:

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE 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 Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	**Committed Percentage of Participation for Each SDVE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed SDVE** *The bidder should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: IFB Paragraph References:
2.	%	Product/Service(s) proposed: IFB Paragraph References:
Total SDVE Percentage:	%	

END OF EXHIBIT C
EXHIBIT D

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, 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 for the Blind _____Sheltered Workshop _____SDVE

Name of Organization: _____

(Name of Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name:	_____	Email:	_____
Address (If SDVE, provide MO Address):	_____	Phone #:	_____
City:	_____	Fax #:	_____
State/Zip:	_____	Certification #	_____
SDVE's Website Address:	_____	Certification Expiration Date:	(or attach copy of certification) _____
Service-Disabled Veteran's (SDV) Name: (Please Print)	_____	SDV's Signature:	_____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____

_____

_____

_____

Authorized Signature:

_____ _____

Authorized Signature of Participating Organization (Organization for the Blind, Sheltered Workshop, or SDVE) *Date (Dated no earlier than the IFB issuance date)*

EXHIBIT D continued on next page

EXHIBIT D (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran's (SDV) documents were previously submitted within the past five (5) years to the state agency or to the Office of Administration, Division of Purchasing (DP), the bidder **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The bidder should check the appropriate statement below and, if applicable, provide the requested information.

☐ No, I have not previously submitted the SDV documents specified above to the state agency or to the Office of Administration, Division of Purchasing (DP) and therefore have enclosed the SDV documents.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the state agency.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing (DP).

Date SDV Documents were submitted: _____

Previous **Bid/Contract Number** for Which the SDV Documents were submitted: _____
(If known)

(NOTE: If the SDVE and SDV are listed on the DP SDVE database located at http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information, then the SDV documents have been submitted to the DP within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DP will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____	_____
Procurement Officer	Date

END OF EXHIBIT D

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

INVITATION FOR BID

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

IFB 16708463

Hair Testing Drug Assay and Screening Test Kits and Laboratory Services

FOR

Department of Corrections
MODOC Toxicology Laboratory
Cremer Therapeutic Community Center

Contract Period:
November 7, 2016 through One Year

Date of Issue: July 11, 2016
Page 1 of 47

Buyer of Record:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Diana.fredrick@doc.mo.gov

Bids Must Be Received No Later Than:

2:00 p.m., Thursday, August 4, 2016

SEALED bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder 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: Fairfield Information Services and Associates, LLC D.B.A. American Court Services

Mailing Address: P.O. 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 L. Parker - President / Owner

Authorized Signature: _____ Bid Date: 08/04/2016

NOTICE OF AWARD:

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

Contract No.

_____ _____

Matt Sturm, Director, Division of Rehabilitative Services Date

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

TABLE OF CONTENTS

This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

Section 1: Introduction and General Information
Section 2: Performance Requirements
Section 3: General Contractual Requirements
Section 4: Bid Submission, Evaluation, and Award Information
EXHIBIT A: Pricing Page
EXHIBIT B: Current/Prior Experience Verification
EXHIBIT C: Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment
EXHIBIT D: Documentation of Intent to Participate
EXHIBIT E: Business Entity Certification, Enrollment Documentation
EXHIBIT F: Miscellaneous Information
Terms and Conditions
Attachment 1 Delivery Locations

END OF TABLE OF CONTENTS

1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for the provision of hair testing drug assay and screening test kits and laboratory services for the testing of hair specimens for drugs of abuse on an as needed basis for the MODOC Toxicology Laboratory located at the Cremer Therapeutic Community Center (hereinafter referred to as CTCC) for delivery to various Probation and Parole (hereinafter referred to as P&P) locations as listed on **Attachment 1** in accordance with the requirements and provisions stated herein.

1.1.2 It is the Department's intention to contract for drug testing services to include drug assay and screening test kits. Subcontractors will be allowed to assist with the contractor's requirement to provide laboratory services for the Department, with the restriction that it meets the same certifications and performance standards required for the contractor; however, subcontractors are subject to the Department's rejection for good cause (see paragraph 3.1.8).

1.2 Questions Regarding the IFB:

1.2.1 It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the bidder believes that any language, specifications or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the bidder's ability to submit a bid.

a. Except as may be otherwise stated herein, the bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this IFB. Inappropriate contacts with other personnel are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the Buyer of Record.

b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at Diana.fredrick@doc.mo.gov .

c. The Department will attempt to ensure that a bidder receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB amendment as the questions and issues did not provide further clarity to the IFB. All bidders will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

NOTE: The only official position of the Department shall be that which is contained in the IFB and any amendments thereto.

1.3 Background Information:

1.3.1 The Division of Offender Rehabilitative Services is responsible for the development of treatment programs for offenders. These programs include Offender Healthcare (Medical and Mental Health), Sexual Offender Assessment and Treatment, Adult Education/Workforce Readiness, Library Services, Substance Abuse Services, and Missouri Vocational Enterprises.

a. Department Institutional Treatment Centers (ITC) provide structured comprehensive substance abuse treatment for incarcerates, parole, and probation violators.

1.3.2 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the IFB.

1.3.3 A current contract exists for the services being obtained via this IFB. The contract number is Y12709021.

a. Viewing the contract - A copy of the contract can be viewed and printed for the Department's website located on the Internet at: http://doc.mo.gov/DHS/Contracts.php .

b. State expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: http://mapyourtaxes.mo.gov/MAP/Expenditures/ provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to "Site Information" and "Disclaimer". Then search by the contract number shown above when searching for the financial information.

1.4 General Information:

1.4.1 Terms and Conditions - It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

- Open Competition
- Submission of Bids
- Preparation of Bids
- Evaluation and Award

END OF SECTION ONE: INTRODUCTION AND GENERAL INFORMATION

2. PERFORMANCE REQUIREMENTS

This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the Department. The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. Response to this section by the bidder is requested in the Exhibit section of this IFB. The bidder's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the bidder in the event the bid is accepted by the Department.

2.1 General Requirements:

2.1.1 Upon receipt of an order from the CTCC, the contractor shall provide hair testing drug assay and screening test kits and laboratory services for the testing of hair specimens for drugs of abuse for the Department of Corrections MODOC Toxicology Laboratory located at the Cremer Therapeutic Community Center in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

2.1.2 The contractor shall be or shall have established a working relationship with a laboratory fully capable of testing the designated samples. The contractor shall have customer service assistance available for Department staff during standard business day hours. The Department understands that on occasion the drug culture changes and as result a new drug test/panel may have to added in the future.

2.1.3 It is the Department's expectation that the contractor achieve an average billing error rate that is three percent (3%) or less. Errors assigned to the contractor will be errors that the contractor created. Examples of laboratory errors include the transposition of authorization number, FACS ID number from the Chain of Evidence form, invoicing for a wrong test, and/or the invoicing of wrong the dollar amount on particular test.

2.2 Scope of Work:

2.2.1 The contractor shall provide all testing, labor, facilities, equipment and supplies necessary to perform the services required as stated herein to include Chain of Evidence forms and other materials necessary for the specimen collection to be completed in accordance with industry standards. This will include all supplies, shipping costs, and cost of screening and confirmation of all panels with a presumptive positive.

2.2.2 At minimum, the contractor shall supply the following:

- hair testing kits including the materials necessary to collect, store, and document the collection of each hair specimen;
- clear and precise instructions on how to collect and package hair specimens;
- a Chain of Evidence form;
- clear and precise instructions for the completion of a Chain of Evidence form; and
- postage paid mailers for each specimen.

2.2.3 The Department shall be responsible for the collection of the hair specimens and the placement of orders for testing.

2.3 Testing Requirements:

2.3.1 The contractor shall test hair samples for drugs of abuse to include but not limited to the following:

- Marijuana metabolites (THC);
- Cocaine metabolites (COC);
- Amphetamines/Methamphetamine (AMP);

- Opiate metabolites (OPI); and
- Phencyclidine (PCP).

2.3.2 The initial screening test must be completed within forty-eight (48) hours of receipt of the hair specimen.

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

2.3.4 The contractor shall notify the facility immediately upon the receipt of inadequate specimen amounts. Inadequate specimen testing shall be charged at the rate stated on **EXHIBIT A**, Pricing Page.

2.3.5 For screening and confirmation testing, the contractor shall test the hair specimens for drugs of abuse per SAMHSA cutoff levels for FDA cleared screening assays for each drug (to be reported in ng/mg).

2.3.6 The contractor's screening process must be by alternate chemical method and the contractor's procedure for hair testing analysis shall involve a two-tiered protocol: 1) screening for the five drug groups identified herein followed by 2) a confirmation of all positive results via gas chromatography/mass spectrometry (GC/MS), liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS), or gas chromatography/mass spectrometry/mass spectrometry (GC/MS/MS).

2.4 Reporting Requirements:

2.4.1 At no cost to the Department, the contractor's reporting shall include, but is not necessarily limited to, the following:

a. 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.

b. Positive results must be reported to the Department within twenty-four (24) hours of certification of the confirmed positive results.

c. All test results shall be reported uniformly for each drug class as a positive or a negative.

d. 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.

e. All test results shall be faxed to the Department facility that submitted the sample.

2.4.2 At no cost to the Department, a monthly statistical report showing all test results shall be prepared by the contractor and 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;
- collection date;
- test date;
- drugs tested, and;
- results reported as positive or negative for each drug class.

2.4.3 The monthly report shall be delivered no later than the 15th of the following month to:

Carol Bates, Laboratory Manager
Cremer Therapeutic Community Center,
PO Box 70
Fulton, MO 65251

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

2.5 Training Requirements

2.5.1 The contractor shall provide training for Department personnel in the proper collection of hair specimens for the proper use of the testing device(s), as requested by the Department. The contractor shall provide a training video by a secured on-line link, or sent in the form of a DVD at no additional cost to the Department.

2.6 Certification and Expertise Requirements

2.6.1 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. Copies of certifications for the testing laboratory must be available to the Department if requested.

2.6.2 The contractor's laboratory must 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 contaminations;

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.

2.6.3 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.

2.7 Delivery Requirements:

2.7.1 The items awarded under this IFB must be available for delivery to all facilities listed on **Attachment 1**.

2.7.2 Orders shall be placed by the CTCC Business Manager/designee. The contractor must begin accepting orders upon notice of award. Orders must be delivered to the P&P location indicated on the purchase order. All orders received on the last day of the contract must be shipped at the contract price.

2.7.3 The contractor shall deliver items 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.**

a. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri web site at:

http://content.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays

2.8 Invoicing Terms:

2.8.1 The contractor shall accurately invoice per the price(s) indicated on **EXHIBIT A**, Pricing Page.

2.8.2 If the Department issues a purchase order, an itemized invoice shall be emailed to DOC.Payables@doc.mo.gov or mailed to:

Accounts Payable/DORS
Missouri Department of Corrections
Fiscal Management Unit
P.O. Box 236
Jefferson City MO 65102

2.8.3 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

a. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day.

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

2.9 Payment Terms:

2.9.1 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A**, Pricing Page, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

a. The state purchasing card shall not be charged until all goods/services invoice(s) has been received and accepted.

2.9.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.9.3 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

2.9.4 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of services rendered.

2.9.5 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A**, Pricing Page the web site address where the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

2.9.6 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.

2.9.7 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever, including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

END OF SECTION 2: PERFORMANCE REQUIREMENTS

3. GENERAL CONTRACTUAL REQUIREMENTS

This section of the IFB includes the general contractual requirements and provisions that shall govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by the Department and the contractor unless changed by a contract amendment. Response to this section by the bidder is not necessary as all provisions are mandatory.

3.1 Contractual Requirements:

3.1.1 Contract - 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 response (bid), if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All exhibits included in the IFB shall be incorporated into the contract by reference.

a. A notice of award issued by the Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

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

c. 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 Department 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.

d. Expenditures from this contract shall not exceed $24,999.99.

3.1.2 Contract Period - The original contract period shall be as stated on page one (1) of 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 for two (2) additional 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 pursuant to applicable option clauses of this document.

3.1.3 Renewal Periods - If the Department exercises its option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percentage increase or be less than the minimum percentage decrease quoted for the applicable renewal period as stated on **EXHIBIT A**, Pricing Page, of the contract.

a. As stated on **EXHIBIT A**, Pricing Page, all increases or decreases shall be calculated against the **ORIGINAL** contract price and **NOT** against the previous year's price.

b. If renewal percentages are not provided, the price during the renewal period shall be the same as during the original contract period.

c. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the

renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

3.1.4 Contract Price - All prices shall be as stated on **EXHIBIT A,** Pricing Page. The Department shall not pay, nor be liable, for any other costs including, but not limited to, taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

a. 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 unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.

b. The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

3.1.5 Termination - 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. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

3.1.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the Department, including its divisions, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The contractor also agrees to hold the Department, including its divisions, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

3.1.7 Insurance - 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. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.

3.1.8 Subcontractors – The Department acknowledges that the contractor may contract with third parties for the performance of any of the contractor's obligations under this contract. The contractor shall notify the Department in writing of all subcontracts relating to items/services to be provided under this contract prior to the time the subcontract(s) become effective. The Department reserves the right to review and approve all subcontracts. The contractor may enter into a subcontract to complete the project, provided the contractor remains responsible for all items/services provided under this contract.

a. Any subcontracts for the products/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.

b. 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.

c. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

d. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors.

e. The approval shall not be arbitrarily withheld.

f. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.1.9 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.

a. The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.

b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.

1) The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.

2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

d. No later than thirty (30) days after the effective date of the first renewal period, the contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contactor may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at http://oa.mo.gov/sites/default/files/bswaffidavit.doc or another affidavit providing the same information.

3.1.10 Authorized Personnel: The contractor shall only employ 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 Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

a. 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 Department may also withhold up to twenty-five percent of the total amount due to the contractor.

b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

c. 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:

1) 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
2) Provide to the Department the documentation required in the exhibit titled, 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
3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

d. 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.

3.1.11 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, 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.

3.1.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department or the Department throughout the effective period of the contract.

3.1.13 Order Quantities - The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The Department makes no guarantees about single order quantities or total aggregate order quantities.

3.1.14 Substitution of Products - The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Department.

a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the Department reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Department shall be the final authority as to acceptability of any proposed substitution.

c. Any item substitution shall require a formal contract amendment authorized by the Department prior to the Department acquiring the substitute item under the contract.

d. The Department may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the Department. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

3.1.15 Replacement of Damaged Product - The contractor shall be responsible for replacing any item received in damaged condition at no cost to the Department. This includes all shipping costs for returning non-functional items to the contractor for replacement.

3.1.16 Delivery Performance - The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the Department upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the Department's dock or other designated unloading site as requested by the Department. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the Department.

3.1.17 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

3.1.18 Confidentiality:

a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.

b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.1.19 The contractor shall not perform any work under the contract that by Missouri law (section 290.250, RSMo) requires prevailing wage. The contractor must notify the Department if any requested work would involve prevailing wage; the Department shall then arrange for said work outside the subject contract in accordance with Missouri law.

3.1.20 Hazard Communication Safety Data Sheets and Labeling Requirements - The Department, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a safety data sheet and warning labels with each shipment compliant with OSHA's Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain hazardous material. The contractor's Safety Data Sheets shall comply with the OSHA uniform formatting requirements that are to become effective June 1, 2015, and the contractor's Safety Data Sheets shall always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

3.1.21 Funds – Expenditures from federal funds are not included in this contract.

3.2 Business Associate Provisions:

3.2.1 Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

3) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

4) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.

5) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

6) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

7) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

8) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

9) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

(a) Except as provided in paragraph (b) of this definition, that is: (i) transmitted by electronic media; or (ii) maintained in electronic media; or (iii) transmitted or maintained in any other form or medium.

(b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity the Department in its role as employer.

11) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

13) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

d. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

3.2.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.

b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).

g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.

h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.

3.2.3 Obligations and Activities of the Contractor:

a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

3) Encryption of any portable device used to access or maintain Protected Health information or use of equivalent safeguard;

4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

e. By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.

g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

h. At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

i. The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

j. The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware

of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

k. The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

2) The electronic address of any individual who has specified a preference of contact by electronic mail;

3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

o. If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.

p. The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

3.2.4 Obligations of the Department:

a. The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.

b. The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

c. The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.

d. The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

3.2.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

3.2.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

3.3 Point of Contact:

3.3.1 The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all materials, equipment and services provided.

END OF SECTION THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION AND AWARD INFORMATION

4.1 Submission of Bids:

4.1.1 The bidder should include the original bid, completed exhibits, forms, and other information concerning the bid, including completed Pricing Page(s), with the bid.

a. Bids must be signed and returned with all necessary attachments to the Purchasing Section by the bid date and time as stated on the first page of this IFB. Specifically, **any** form containing a signature line such as page 1 of the original IFB and any amendments thereafter, **EXHIBIT A,** Pricing Page, etc., shall be manually signed and returned as part of the bid.

b. Recycled Products - The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

4.1.2 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the contract is opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.

a. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.

b. Additionally, after a contract is executed it is scanned into the Department's imaging system. The scanned information will be available for viewing through the Internet at http://doc.mo.gov/DHS/Contracts.php.

4.1.3 Submission of Information – To facilitate the evaluation process, the bidder is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit any information if it is not included with the bid. The bidder's failure to submit information with the bid, including pricing and renewal information, may cause an adverse impact on the evaluation of the bid.

4.1.4 Contact - 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 calendar days prior to the official bid opening date.

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

4.1.5 Compliance with Terms and Conditions – 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 nonresponsive and remove it from consideration for award.

4.2 Evaluation and Award Process:

4.2.1 After determining a bid satisfies the mandatory requirements stated in the IFB, the evaluator shall use objective analysis in conducting a comparative assessment of the bid(s). The contract shall be awarded to the lowest and best bidder.

4.2.2 Open Competition - Unless otherwise stated on **EXHIBIT A,** Pricing Page, any manufacturer's 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.

a. The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids not in compliance with the requirements and the specifications are subject to rejection without clarification.

4.2.3 The evaluation shall include the original contract period plus the renewal periods. The estimated quantity shall be taken into consideration to compute the total price for the original contract period and renewal periods for each line item.

4.2.4 Prices shall be considered firm for the duration of the contract period indicated on the Notice of Award of a contract.

4.3 Evaluation of Cost:

4.3.1 Pricing - The bidder must submit firm fixed pricing for each line item on **EXHIBIT A,** Pricing Page. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed.

a. The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A,** Pricing Page.

4.3.2 The objective evaluation of cost shall be based on the firm fixed pricing stated on **EXHIBIT A,** Pricing Page for each potential contract period.

a. For all line items and for evaluation purposes only, the initial contract period cost for each line item will be calculated by multiplying the individual cost per item by the estimated quantity for that line item and adding the totals together.

b. A cost for each renewal period will be calculated in the same manner as indicated in paragraph 4.3.2 a. The total cost of the initial contract period and each renewal period will be added together to arrive at the total bid price.

c. The bidder shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

d. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

Lowest Responsive Bidder's Price / Compared Bidder's Price	X	Maximum Cost Evaluation Points (100)	=	Assigned Cost Points

NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.

e. If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on

the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the buyer.

1) In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer prior to submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the Department reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the Department.

4.4 Determination for Award:

4.4.1 The Department reserves the right to award to the bidder whose bid complies with all mandatory specifications and requirements and is the lowest and best bidder.

4.4.2 Only one award shall be made to the bidder whose bid meets specifications and who has lowest responsive bid. Other factors that affect the determination of the lowest price responsive bid include consideration of the Organization for the Blind and Sheltered Workshop and the Missouri Service-Disabled Veteran Business Preferences explained in Sections 4.6 and 4.7.

4.4.3 Determination of Lowest Priced Bidder including Consideration of Preferences - After completing the cost evaluation and determining preference bonus points, the bidder with the most points is considered the lowest bidder. Total points shall be computed for the total evaluated bid price as follows:

Total Assigned Cost Points + earned preference points = Total Points

4.4.4 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; and/or 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 offer.

4.5 Responsible and Reliability Determination:

4.5.1 The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

a. The bidder should complete **EXHIBIT B**, Current/Prior Experience with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of the IFB.

b. If references for current and/or previous contracts are not identified on **EXHIBIT B**, the Department may request that the bidder identify one or more references. The Department must receive the reference(s) within twenty-four (24) hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

4.6 Organizations for the Blind and Sheltered Workshop Preference:

4.6.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, 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.

4.6.2 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 either be 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:

1) Participation Commitment - The bidder must complete **EXHIBIT C**, Participation Commitment, by identifying the organization for the blind or sheltered workshop 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.

2) Documentation of Intent to Participate – The bidder must either provide a properly completed **EXHIBIT D**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFQ issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFQ issuance date 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 D**, 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 Alphapointe 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 organization for the blind or sheltered workshop participation committed to by the bidder on **EXHIBIT C**, Participation Commitment, **shall be interpreted as a contractual requirement**.

4.6.3 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.

4.7 Missouri Service-Disabled Veteran Business Enterprise Preference:

4.7.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified SDVE.

a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

1) The bidder must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

2) The services performed or the products provided by the SDVE 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 SDVE are 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.

3) In order to receive evaluation consideration for participation by the SDVE, the bidder must provide the following information with the bid:

✓ Participation Commitment - The bidder must complete **EXHIBIT E**, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the bid is a qualified SDVE, 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 D**, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

✓ Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DEPARTMENT or to the Office of Administration, Division of Purchasing and Materials Management, the bidder **must** provide the following Service-Disabled Veteran (SDV) documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE: If the bidder submitting the bid is a qualified SDVE, the bidder must include the SDV Documents as evidence that the bidder qualifies as an SDVE. However, the bidder is not required to complete **EXHIBIT D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. Commitment – If awarded a contract, the SDVE participation committed to by the bidder on **EXHIBIT E**, Participation Commitment shall be interpreted as a contractual requirement.

c. Definition - Qualified SDVE:

1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;

4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and

5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.8 Other Bid Submission Requirements:

4.8.1 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

a. Registration of business name (if applicable)
b. Certificate of authority to transact business/certificate of good standing (if applicable)
c. Taxes (e.g., city/county/state/federal)
d. State and local certifications (e.g., professions/occupations/activities)
e. Licenses and permits (e.g., city/county license, sales permits)
f. Insurance (e.g., worker's compensation/unemployment compensation)

The bidder should refer to the Missouri Business Portal at http://business.mo.gov for additional information.

4.8.2 Miscellaneous Information – The bidder should complete and submit **EXHIBIT H**, Miscellaneous Information.

END OF SECTION FOUR: BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

EXHIBIT A, Pricing Page

The bidder must state **only one** firm fixed price delivered FOB Destination Freight Prepaid and Allowed for the line items bidding. Prices quoted shall be considered firm and fixed throughout the contract period. The bidder shall conform to the specifications contained herein.

LINE ITEM	MANDATORY SPECIFICATIONS	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
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: Omega Stock No.: OM-10REV (01-09) Tests Per Kit: 1	300	EA	$ 70.00
002	Charges, if any, incurred for testing inadequate specimen amounts	1	TEST	$ 13.00
003	Expert Testimonial and Witness Services Firm, fixed pricing per day inclusive of all travel, food, lodging, expenses, etc.	5	DAY	$ 1,200.00

Renewal Option Pricing - The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not stated (e.g. left blank, page not returned, etc.), the Department shall have the right to execute the option at the same price(s) stated for the original contract period. Statements such as "a 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.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + 2.9 %	or	Original Price - ____ %
Second Renewal Period	Original Price + 7.2 %	or	Original Price - ____ %

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

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

Bidder's Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and /or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement X Disagreement _____

EXHIBIT A, Pricing Page continued on next page

Terms:

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

_____% if paid within _____days of receipt of invoice

Web Site:

The bidder should state web site address if online invoicing is available: _____

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with 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 and Drug Testing Services / Fairfield Information Services and Associates

Printed Name: William L. Parker Email: william.parker@americancourtservices.com

Authorized Signature: _____ Date: _____

END OF EXHIBIT A, Pricing Page

EXHIBIT B

CURRENT/PRIOR EXPERIENCE VERIFICATION

The bidder should copy and complete this form for each reference provided, documenting the bidder and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the bidder is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

NAME OF BIDDER: American Court Services

Name of Reference (Company)	Address (Address, City, State, Zip)	Contact Person Name Phone # E-mail Address	Dates of Services:	Dollar Value of Services	Description of Services Performed
Franklin County, OH Domestic Relations and Juvenile Division	373 South High Street 6th Floor Columbus, Ohio 43215	Monica Kagey 614-525-5385 Monica_Kagey@fccourts.org	2009 - Present	$100.00 per test	Hair follicle collection by staff at American Court Services, immunoassay and confirmation analyses
Perry County, OH Court of Common Pleas	105 N. Main St. New Lexington, OH 43764	Steve Kinney 740-342-5542 steve.kinney@perrycountyohio.net	2014-Present	$100.00 per test	Hair follicle collection by staff at American Court Services, immunoassay and confirmation analyses
Medina County, OH Common Pleas Court	99 Public Square Medina OH 44256	Veronica Perry 330-725-9791 vperry@medinacountyprobation.org	2011 - Present	$100.00 per test	Hair follicle collection by staff at American Court Services, immunoassay and confirmation analyses

Proposed Subcontractor - The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Department reserves the right to request such information.

Proposed Subcontractor Provide Name and Address	Identify the Service Proposed to be Provided by the Proposed Subcontractor
Omega Laboratories, Inc. 400 N. Cleveland Ave. Magadore, OH 44260	Hair Follicle Analysis, Confirmation of Positive Test Results, Test Result Transmission

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the Department for additional discussions regarding my/my company's association with the bidder referenced above:

Signature of Person Verifying Information *Date of Signature*

END OF EXHIBIT B

EXHIBIT C

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the bid.

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the bidder commits to the 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** *The bidder should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	Product/Service(s) proposed: IFB Paragraph References:
2.	Product/Service(s) proposed: IFB Paragraph References:

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE 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 Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	**Committed Percentage of Participation for Each SDVE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed SDVE** *The bidder should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: IFB Paragraph References:
2.	%	Product/Service(s) proposed: IFB Paragraph References:
Total SDVE Percentage:	**%**	

END OF EXHIBIT C
EXHIBIT D

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, 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 for the Blind _____Sheltered Workshop _____SDVE

Name of Organization: _____
(Name of Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name:		Email:	
Address (If SDVE, provide MO Address):		Phone #:	
City:		Fax #:	
State/Zip:		Certification #	
SDVE's Website Address:		Certification Expiration Date:	(or attach copy of certification)
Service-Disabled Veteran's (SDV) Name: (Please Print)		SDV's Signature:	

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____
_____
_____
_____

Authorized Signature:

_____ _____

Authorized Signature of Participating Organization (Organization for the Blind, Sheltered Workshop, or SDVE) — *Date (Dated no earlier than the IFB issuance date)*

EXHIBIT D continued on next page

EXHIBIT D (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran's (SDV) documents were previously submitted within the past five (5) years to the state agency or to the Office of Administration, Division of Purchasing (DP), the bidder **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The bidder should check the appropriate statement below and, if applicable, provide the requested information.

☐ No, I have not previously submitted the SDV documents specified above to the state agency or to the Office of Administration, Division of Purchasing (DP) and therefore have enclosed the SDV documents.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the state agency.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing (DP).

Date SDV Documents were submitted: _____

Previous **Bid/Contract Number** for Which the SDV Documents were submitted: _____
(If known)

(NOTE: If the SDVE and SDV are listed on the DP SDVE database located at http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information, then the SDV documents have been submitted to the DP within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DP will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____	_____
Procurement Officer	Date

END OF EXHIBIT D

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/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with 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 employs 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 _____ (IFB 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 State of Missouri 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 on next page

EXHIBIT E, (continued)

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

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 each of the following. The bidder should check each to verify completion/submission of all of the following:

☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/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 EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR 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's 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 on next page

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 _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (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 of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under 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.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

Signature of Notary	*Date*

EXHIBIT E continued on next page

EXHIBIT E, (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Fairfield Information Services and Associates, 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 have 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.

- ✓ The E-Verify Employment Eligibility Verification page OR 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 current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: Department of Corrections

(*Public University includes the following five schools under chapter 34, RSMo: 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.)

Date of Previous E-Verify Documentation Submission: 09/22/2011

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: 12709021 (if known)

William L. Parker	
Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity Representative's Signature*
Fairfield Information Services and Associates, LLC	
Business Entity Name	Date
william.parker@americancourtservices.com	449924
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement Officer	Date

END OF EXHIBIT E

EXHIBIT F

MISCELLANEOUS INFORMATION

Missouri Secretary of State/Authorization to Transact Business

In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. (http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html)	
If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity	Legal Name: _____ Missouri State Charter # _____
If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.	State specific exemption 351.572.2 (8) (List section and paragraph number) Stated in section 351.572.1 RSMo, Fairfield Information Services and Associates, LLC (State Legal Business Name)

Employee Bidding/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:	_____ %

END OF EXHIBIT F

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. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
b. **Agency and/or Department** means the Missouri Department of Corrections.
c. **Amendment** means a written, official modification to an IFB or to a contract.
d. **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.
e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
f. **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.
g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
j. **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.
k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department 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 Exhibits, Attachments, and Amendments.
l. **May** means that a certain feature, component, or action is permissible, but not required.
m. **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.
n. **Pricing Page(s)** applies to the Exhibit 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.
o. **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 the Department.
p. **Shall** has the same meaning as the word **must**.
q. **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 Department.
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. CONTRACT ADMINISTRATION

a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. 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 Department 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 or evaluation process 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 Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) 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 (10) 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 Department 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 Department 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 Department reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the 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. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification 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.
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, and shall be delivered to the Department's designated destination 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 the 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.

6. SUBMISSION OF BIDS

a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing 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 be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be

the responsibility of the bidder to ensure their bid is in the Department's Purchasing office 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 the official IFB number ***and*** the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office 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 Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office 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 or telegraphic requests to withdraw a bid shall not be honored.
e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
f. Bidders 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 the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
b. Bids which are not received in the Department's Purchasing 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.

8. 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.

9. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record 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 Department 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 Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
d. Awards shall be made to the bidder(s) 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, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
f. The Department reserves the right to reject any and all bids.
g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a 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 Department to the successful bidder. The Department 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 the Department 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 submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
k. The Department 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 requested.
l. The Department 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) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
n. The final determination of contract award(s) shall be made by the Department.

10. 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) the Department'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 Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
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 Department 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.

11. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
b. 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. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
d. The Department 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 Department's rejection and shall be returned to the contractor at the contractor's expense.
e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
f. The Department reserves the right to purchase goods and services using the state purchasing card.

12. 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. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. 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.

c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

13. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department 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 Department 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 Department'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.

14. 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 Department, (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 Department's acceptance of or payment for said equipment, supplies, and/or services.

15. CONFLICT OF INTEREST

a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, 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.

16. CONTRACTOR STATUS

a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself 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, costs (including attorney fees), and damage of any kind related to such matters.

17. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department 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 Department 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 Department 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 Department.

18. SEVERABILITY

a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

19. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department 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 ten (10) working days from notification, or at a minimum, the contractor

must provide the Department within ten (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 Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.

c. If the Department cancels the contract for breach, the Department 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 Department deems appropriate and charge the contractor for any additional costs incurred thereby.

d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.

e. If the Department 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 Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving 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 or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT

a. The contractor shall neither assign or transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.

b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

24. CONTRACT EXTENSION

a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

25. INSURANCE

a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or 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.

26. 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 Department immediately.
b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

27. INVENTIONS, PATENTS AND COPYRIGHTS

a. The contractor shall defend, protect, and hold harmless the Department, 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.

28. CONTRACTOR PROPERTY

a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

a. 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:
   1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
   2. The identification of a person designated to handle affirmative action;
   3. 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;
   4. The exclusion of discrimination from all collective bargaining agreements; and
   5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department 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.

30. AMERICANS WITH DISABILITIES ACT

a. 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).

31. FILING AND PAYMENT OF TAXES

a. 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 a bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

32. TITLES

a. 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.

Attachment 1
Delivery Locations

Probation and Parole Office
3305 Farron Street
St. Joseph, MO 64506

Probation and Parole Office
1730 Prospect, 2nd
Kansas City, MO 64127

Probation and Parole Office
1919 N. Rangeline Road.
Joplin, MO 64801

Probation and Parole Office
1430 Doubet Road
Farmington, MO 63640

Probation and Parole Office
4621 Yeager Road
Hillsboro, MO 63050

Probation and Parole Office
1718 Prospect Drive, Suite A
Macon, MO 63552

Probation and Parole Office
2720 Sheppard of the Hills Expwy
Branson, MO 65616

Probation and Parole Office
1440 E. 42nd Street, Suite 100
Independence, MO 54055

Probation and Parole Office
2705 West Main
Jefferson City, MO 65109

Probation and Parole Office
330 South Prewitt
Nevada, MO 64772

Probation and Parole Office
1845 LaQuesta Drive
Neosho, MO 64850

Probation and Parole Office
326 East High Street, Ste 1
Potosi, MO 63664

Probation and Parole Office
98 S. Washington
Chillicothe, MO 64601

Probation and Parole Office
Floor 610 N. Ridgeview Drive
Warrensburg, MO 64093

Probation and Parole Office
2530 S. Campbell, Suite H
Springfield, MO 65807

Probation and Parole Office
1580 Imperial Center
West Plains, MO 65775

Probation and Parole Office
#3 Truman Court
Union, MO 63084

Probation and Parole Office
910 Kent
Liberty, MO 64068

Probation and Parole Office
3463 Armstrong Drive
Cape Girardeau, MO 63701

Probation and Parole Office
2323 N. Main Street
Poplar Bluff, MO 63901

Probation and Parole Office
836 North Scott
Belton, MO 64012

Probation and Parole Office
915 Highway 84 West
Caruthersville, MO 63830

Probation and Parole Office
101 Crossings West, suite 103
Lake Ozark, MO 65049

Probation and Parole Office
1003 Wildwood, Suite A
Dexter, MO 63841

Probation and Parole Office
2002 Warren Barrett Dr.
Hannibal, MO 63401

Probation and Parole Office
1512 Heriford Drive, Ste A
Columbia, MO 65201

Probation and Parole Office
1105 Kingshighway
Rolla, MO 65401

Probation and Parole Office
102 Arthur
Sikeston, MO 63801

Probation and Parole Office
211 Compass Point Drive
St. Charles, MO 63301

Probation and Parole Office
409 West Highway 54W
Camdenton, MO 65020

Probation and Parole Office
1401 Laura Drive
Kennett, MO 63857

Probation and Parole Office
1397 Highway O
Fulton, MO 65251

Probation and Parole Office
205 Thompson Road
Sedalia, MO 65301

Probation and Parole Office
207 East McElwain, Suite B
Cameron, MO 64429

Probation and Parole Office
300 South Jackson
Lebanon, MO 65536

Probation and Parole Office
311 Travis Boulevard
Troy, MO 63379

Attachment 1 continued next page
Attachment 1 (continued)

Probation and Parole Office
1601 East 30th Street
Trenton, MO 64683

Probation and Parole Office
1735 West Catapla, Suite A
Springfield, MO 65807

Probation and Parole Office
350-C U.S. Highway 61
New Madrid, MO 63869

Probation and Parole Office
301 East CC Highway, Suite 4
Nixa, MO 65714

Probation and Parole Office
301 Burnham
Brookfield, MO 64628

Probation and Parole Office
1305 Locust, 1st Floor
Kansas City, MO 64106

Probation and Parole Office
220 South Jefferson
St. Louis, MO 63103

Probation and Parole Office
4040 Seven Hills Drive
St. Louis, MO 63033

Probation and Parole Office
2530 S. Campbell, Suite H
Springfield, MO 65807

Probation and Parole Office
111 North 7th, Room 150
St. Louis, MO 63101

Cremer Therapeutic Community Center
689 Route O
Fulton, MO 65251

Probation and Parole Office
311 Summit
Maryville, MO 64468

Probation and Parole Office
100 South First
Steelville, MO 65565

Probation and Parole Office
1150 South Morley
Moberly, MO 65270

Probation and Parole Office
12 East Wichern
Perryville, MO 63775

Probation and Parole Office
1924 Oak Street
Kansas City, MO 64108

Probation and Parole Office
1330 Brushcreek
Kansas City, MO 64110

Probation and Parole Office
3101 Chouteau Avenue 9441
St. Louis, MO 63103

Probation and Parole Office
8501 Lucas & Hunt Boulevard
Jennings, MO 63136

Probation and Parole Office
1105 Kingshighway
Rolla, MO 65401

Probation and Parole Office
1239 Santa Fe Trail, Suite 300
Marshall, MO 65340

Probation and Parole Office
27 West Locust
Aurora, MO 65605

Probation and Parole Office
305 South Cooper
Charleston, MO 63834

Probation and Parole Office
516 South Main
Kirksville, MO 63501

Probation and Parole Office
505 Ingram Lane
Warrenton, MO 63383

Probation and Parole Office
3111 Swope Parkway
Kansas City, MO 64130

Probation and Parole Office
111 North 7th, Room 150
St. Louis, MO 63101

Probation and Parole Office
Dielman Rock Island Ind. Drive
St. Louis, MO 63132

Probation and Parole Office
7545 South Lindbergh, Ste 120
St. Louis, MO 63127

Probation and Parole Office
1102 Main Street
Lexington, MO 64067

Toxicology Lab/CTCC
689 Highway O
Fulton, MO 65251

End of **Attachment 1**