



**Office of State Courts Administrator
P.O. Box 104480
2112 Industrial Drive
Jefferson City, Missouri 65110- 4480**

**CONTRACT NO. OSCA 19-00284-13
Renewal 001; Amendment 001
TITLE: Specialized Treatment Provider
for Treatment Court**

**CONTACT: Russell W. Rottmann
PHONE NO.: (573) 522-6766
E-MAIL: osca.contracts@courts.mo.gov**

Issue Date: March 23, 2020

Renewals due date: April 15, 2020

Renewal submission: Renewals may be sent electronically to osca.contracts@courts.mo.gov. If you would like to submit the renewal in paper form, please print or type the RFP number on the lower left hand corner of the envelope.

RETURN PROPOSAL TO:

(U.S. Mail)
Office of State Courts Administrator
Attn: Contracts or
P.O. Box 104480
Jefferson City, MO 65110 - 4480

(Courier Service)
Office of State Courts Administrator
Attn: Contracts
2112 Industrial Drive
Jefferson City, MO 65109

CONTRACT PERIOD: JULY 1, 2020 THROUGH JUNE 30, 2021

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, and in accordance with all requirements and specifications contained herein, including the Terms and Conditions attached hereto. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order or when this RFP is countersigned by an authorized official of the Office of State Courts Administrator, a binding contract shall exist between the offeror and the Office of State Courts Administrator.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE Michael Rogers <small>Digitally signed by Michael Rogers DN: cn=Michael Rogers, c=US, o=Higher Ground Recovery Center, email=mrogers@higherground417.org Reason: I agree to the terms defined by the placement of my signature on this document Date: 2020.04.03 12:12:17 -0500</small>		DATE 04/03/2020
PRINTED NAME Michael Rogers		TITLE President
COMPANY NAME Higher Ground Recovery Center		
MAILING ADDRESS 2032 East Kearney Street, Suite 214		
CITY, STATE, ZIP Springfield, MO 65803		
E-MAIL ADDRESS mrogers@higherground417.org		
TELEPHONE NUMBER: 417-869-0700	FACSIMILE NUMBER: 417-869-0705	

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <p style="text-align: center;">In its entirety as submitted</p>		
CONTRACT NO. OSCA 19-00284-13	CONTRACT PERIOD July 1, 2020 through June 30, 2021	
CONTRACTS SECTION <i>Russell W. Rottmann</i>	DATE 4/22/2020	DEPUTY STATE COURTS ADMINISTRATOR <i>Earl Kraus</i>

The Office of State Courts Administrator desires to renew the above referenced contract.

A completed Pricing Page must be returned with the completed and signed cover page of this renewal document prior to full execution by OSCA.

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

The following section is amendment to the contract. An additional medication (Topiramate) has been added.

2.3.1 Approved Funding Categories for MAT:

1) Addiction Medications:

- a. U.S. Food and Drug Administration (FDA) approved medications for use in the treatment of opioid and/or alcohol dependence. As of February 1, 2020, these medications include:

- Naltrexone and Extended-Release Injectable Naltrexone (Vivitrol®)
- Buprenorphine (Subutex®), Buprenorphine/Naloxone (Suboxone®), Buprenorphine Extended-Release Injection i.e. Sublocade™ and Buprenorphine Implants
- Oral Naltrexone
- Methadone
- Acamprosate
- Disulfiram
- Baclofen (Lioresal)
- Benztropine (Cogentin)
- Carbamazepine (tegretol)
- Chlordiazepoxide (Librium)
- Clonazepam (Klonopin)
- Clonidine (Catapres)
- Divalprores sodium (Depakote)
- Gabapentin (Neurontin)
- Haloperidol (Haldol)
- Hydroxyzine (Vistaril)
- Folic Acid
- Lorazepam (Ativan)
- Olansapine (Sypresa)
- Prazosin (Minipress)
- Prochlorperazine (Compazine)
- Propranolol (Inderal)
- Quetiapine fumarate (Seroquel)
- Thiamine
- Trimethobenzamide (Tigan)
- Trazodone (Desyrel)
- Topiramate

PRICING PAGES

The offeror must provide not to exceed prices for the services identified below. Should a contract award be made based upon the offeror's proposal, the prices stated herein shall be legally binding for the entire contract period.

OFFEROR NAME: Higher Ground Recovery Center

Service Description	Not to Exceed Price	Unit of Service
Assessment	151.90	Per assessment
Assessment option	354.41	Per assessment
Assessment update	116.13	Per assessment
Case Management/Community Support	13.93	Per ¼ hour
Communicable Disease Assessment/Education/Testing		Per ¼ hour
Day Treatment		Per day
Detoxification (Social Setting)		Per day
Early Intervention (Intake)	13.93	Per ¼ hour
Early Intervention (Group Education)	2.82	Per ¼ hour
Early Intervention (Motivational Interviewing-Individual)	13.93	Per ¼ hour
Family Conference	13.93	Per ¼ hour
Family Therapy	18.24	Per ¼ hour
Group Counseling	5.92	Per ¼ hour
Group Counseling (Collateral relationship)		Per ¼ hour
Group Education	2.82	Per ¼ hour
Group Education (Trauma Related)	2.82	Per ¼ hour
Individual Counseling	13.93	Per ¼ hour
Individual Counseling (Collateral Relationship)	13.93	Per ¼ hour
Individual Counseling (Co-Occurring Disorder)	13.93	Per ¼ hour
Individual Counseling (Trauma Related)	13.93	Per ¼ hour

PRICING PAGES (cont.)

Missouri Recovery Support Specialist (MRSS)	12.08	Per ¼ hour
Peer Support Recovery Mentor (<u>Certified Peer Specialist</u>)	12.08	Per ¼ hour
Modified Medical Treatment		Per day
Relapse Prevention Counseling	13.93	Per ¼ hour
Residential Support		Per day
Treatment Court Day	13.93	Per ¼ hour
Virtual Counseling (Group)	4.35	Per ¼ hour
Virtual Counseling (Individual)	13.93	Per ¼ hour
*Drug/Alcohol Testing: Sample Collection Only (Lab conf. only)		Per test
*Sample Collection with 1-panel on-site provided by contractor		Per test
*Sample Collection with 2-panel on-site provided by contractor		Per test
*Sample Collection with 3-panel on-site provided by contractor		Per test
*Sample Collection with 4-panel on-site provided by contractor		Per test
*Sample Collection with 5-panel on-site provided by contractor		Per test
*Sample Collection with 6-panel on-site provided by contractor		Per test
*Sample Collection with 7-panel on-site provided by contractor		Per test
*Sample Collection with 8-panel on-site provided by contractor		Per test
*Sample Collection with 9-panel on-site provided by contractor		Per test
*Drug Testing: Sample Collection and On-Site Test (Kit provided by Treatment Court)		Per test
Drug Testing: Breathalyzer (Equipment provided by contractor)		Per test
Drug Testing: Breathalyzer (Equipment provided by Treatment Court)		Per test

PRICING PAGES (cont.)

The offeror must provide copies of invoices of actual cost per dose for the medications and services identified below with the double asterisk.

**Medication Service – Physician Office Visit	No pricing needed	Per office visit
Medication: [Medication Assisted Treatment (MAT)]		
**Naltrexone - Oral	No pricing needed	Per Dose
**Extended-Release Injectable Naltrexone (Vivitrol®)	No pricing needed	Per Dose
**Buprenorphine (i.e. Subutex®),	No pricing needed	Per Dose
**Buprenorphine/Naloxone (i.e. Suboxone®)	No pricing needed	Per Dose
**Buprenorphine Implants	No pricing needed	Per Dose
**Methadone	No pricing needed	Per Dose
**Acamprosate	No pricing needed	Per Dose
**Disulfiram	No pricing needed	Per Dose
**Buprenorphine Extended-Release Injection (i.e. Sublocade™)	No pricing needed	Per Dose
**Baclofen (Lioresal)	No pricing needed	Per Dose
**Benztropine (Cogentin)	No pricing needed	Per Dose
**Carbamazepine (tegretol)	No pricing needed	Per Dose
**Chlordiazepoxide (Librium)	No pricing needed	Per Dose
**Clonazepam (Klonopin)	No pricing needed	Per Dose
**Clonidine (Catapres)	No pricing needed	Per Dose
**Divalproex sodium (Depakote)	No pricing needed	Per Dose
**Gabapentin (Neurontin)	No pricing needed	Per Dose
**Haloperidol (Haldol)	No pricing needed	Per Dose
**Hydroxyzine (Vistaril)	No pricing needed	Per Dose
**Folic Acid	No pricing needed	Per Dose
**Lorazepam (Ativan)	No pricing needed	Per Dose
**Olanzapine(Zyprex	No pricing needed	Per Dose
**Prazosin (Minipress)	No pricing needed	Per Dose

**Prochlorperazine (Compazine)	No pricing needed	Per Dose
**Propranolol (Inderal)	No pricing needed	Per Dose
**Quetiapine fumarate (Seroquel	No pricing needed	Per Dose
**Thiamine	No pricing needed	Per Dose
**Trimethobenzamide (Tigan)	No pricing needed	Per Dose
**Trazodone (Desyrel)	No pricing needed	Per Dose
Topiramate	No pricing needed	Per Dose

*Exhibits G and H must be completed for any individual who collects urine specimens for drug testing.

Below is a list of the Judicial Circuits and Counties in the State of Missouri. Check either the applicable counties or the entire Judicial Circuit(s) that your agency shall provide services. Check the appropriate level of service and the applicable gender that shall be provided: DWI, Adult, Veterans, Family and Juvenile.

OFFEROR NAME: _____

JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
1	Clark							
1	Schuyler							
1	Scotland							
2	Adair							
2	Knox							
2	Lewis							
3	Grundy							
3	Harrison							
3	Mercer							
3	Putnam							
4	Atchison							
4	Gentry							
4	Holt							
4	Nodaway							
4	Worth							
5	Andrew							
5	Buchanan							
6	Platte							
7	Clay							
8	Carroll							
8	Ray							
9	Chariton							
9	Linn							
9	Sullivan							
10	Marion							
10	Monroe							
10	Ralls							

JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
11	St. Charles							
12	Audrain							
12	Montgomery							
12	Warren							
13	Boone							
13	Callaway							
14	Howard							
14	Randolph							
15	Lafayette							
15	Saline							
16	Jackson							
17	Cass							
17	Johnson							
18	Cooper							
18	Pettis							
19	Cole							
20	Franklin							
20	Gasconade							
20	Osage							
21	St. Louis							
22	St. Louis City							
23	Jefferson							
24	Madison							
24	St. Francois							
24	Ste. Genevieve							
24	Washington							
25	Maries							
25	Phelps							
25	Pulaski							

JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
25	Texas							
26	Camden							
26	Laclede							
26	Miller							
26	Moniteau							
26	Morgan							
27	Bates							
27	Henry							
27	St. Clair							
28	Barton							
28	Cedar							
28	Dade							
28	Vernon							
29	Jasper							
30	Benton							
30	Dallas							
30	Hickory							
30	Polk							
30	Webster							
31	Greene		X	X	X		X	X
32	Bollinger							
32	Cape Girardeau							
32	Perry							
33	Mississippi							
33	Scott							
34	New Madrid							
34	Pemiscot							
35	Dunklin							
35	Stoddard							
36	Butler							
36	Ripley							

JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
37	Carter							
37	Howell							
37	Oregon							
37	Shannon							
38	Christian							
39	Barry							
39	Lawrence							
39	Stone							
40	McDonald							
40	Newton							
41	Macon							
41	Shelby							
42	Crawford							
42	Dent							
42	Iron							
42	Reynolds							
42	Wayne							
43	Caldwell							
43	Clinton							
43	Daviess							
43	DeKalb							
43	Livingston							
44	Douglas							
44	Ozark							
44	Wright							
45	Lincoln							
45	Pike							
46	Taney							

STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

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

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of Missouri. The vendor 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 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 vendor and OSCA.
- c. The vendor must be registered and maintain good standing with the Secretary of State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The vendor 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 RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The vendor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification or otherwise advise OSCA if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory and/or arbitrary or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from OSCA, unless the RFP specifically refers the vendor to another contact. Such e-mail or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Vendors are cautioned that the only official position is that which is issued by OSCA in the RFP 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. OSCA monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors or any other anticompetitive conduct by vendors 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. OSCA reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, 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 vendor 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 proposal. In addition, the vendor 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer 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 RFP.
- e. In the event the vendor 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 RFP, such vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by OSCA (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by OSCA. If OSCA 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 RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor 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 proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted either by a hard copy delivered, faxed or e-mailed to the OSCA contract office. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Delivered, faxed or e-mailed proposals should be received in the OSCA office prior to the target time and date specified in the RFP.
- b. The envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official target date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to OSCA may be modified by signed, written notice which has been received by OSCA prior to the official target date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal which has been delivered to OSCA may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail or facsimile which has been received by OSCA prior to the official target date and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. Vendors delivering or faxing a hard copy bid to OSCA must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the vendor of all RFP terms and conditions. Proposals submitted electronically may be scanned and submitted. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in OSCA 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 proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. 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 vendor shall be subject to evaluation if deemed by OSCA to be in the best interest of the judiciary.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit OSCA. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to OSCA.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, OSCA reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, OSCA reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. OSCA reserves the right to reject any and all proposals.
- g. When evaluating a proposal, OSCA reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from OSCA to the successful vendor. OSCA 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 OSCA based upon factors such as item similarity, location, administrative efficiency or other considerations in the best interest of the judiciary.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. OSCA reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification. Any proposal 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(s) award shall be made by OSCA.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the vendor's proposal including any vendor BAFO response(s), (3) clarification of the proposal, if any and (4) OSCA's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by OSCA 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 OSCA, the vendor must receive a properly authorized purchase order or other form of authorization given to the vendor.
- 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 vendor and OSCA or by a modified purchase order prior to the effective date of such modification. The vendor 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.

9. INVOICING AND PAYMENT

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

10. DELIVERY

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.

11. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies and/or services received by OSCA pursuant to a contract shall be deemed accepted until OSCA 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 vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. OSCA reserves the right to return any such rejected shipment at the vendor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. OSCA'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.

12. WARRANTY

- a. The vendor 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 OSCA, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies and/or services.

13. 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 vendor hereby covenants that at the time of the submission of the proposal the vendor has no other contractual relationships which would create any actual or perceived conflict of interest. The vendor further agrees that during the term of the contract neither the vendor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by OSCA of any existing or future right and/or remedy available by law in the event of any claim by OSCA of the vendor's default or breach of contract.
- b. The vendor agrees and understands that the contract shall constitute an assignment by the vendor to OSCA of all rights, title and interest in and to all causes of action that the vendor may have under the antitrust laws of the United States or the state of Missouri 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 vendor in the fulfillment of the contract with OSCA.

15. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the vendor, OSCA may cancel the contract. At its sole discretion, OSCA may give the vendor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification or at a minimum the vendor must provide OSCA within 10 working days from notification a written plan detailing how the vendor intends to cure the breach.
- b. If the vendor fails to cure the breach or if circumstances demand immediate action, OSCA will issue a notice of cancellation terminating the contract immediately. If it is determined OSCA improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If OSCA cancels the contract for breach, OSCA 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 OSCA deems appropriate and charge the vendor for any additional costs incurred thereby.
- d. The vendor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

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

17. BANKRUPTCY OR INSOLVENCY

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

18. INVENTIONS, PATENTS AND COPYRIGHTS

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

19. NON-DISCRIMINATION

In connection with the furnishing of equipment, supplies and/or services under the contract, the vendor 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 discrimination by a vendor is found to exist, OSCA shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension or debarment by OSCA until corrective action by the vendor is made and ensured and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT

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

21. FILING AND PAYMENT OF TAXES

OSCA 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 vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

22. TITLES

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

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