

Office of State Courts Administrator

P.O. Box 104480

2112 Industrial Drive

Jefferson City, Missouri 65110- 4480

RFP NO. OSCA 23-01792

RENEWAL: 003

TITLE: Drug/Alcohol Testing Equipment
Monitoring Equipment & Services

CONTACT: Mitchell Bonine

PHONE NO.: (573) 522-6766

E-MAIL: osca.contracts@courts.mo.gov

Proposal submission: Proposals maybe sent electronically to osca.contracts@courts.mo.gov.

CONTRACT PERIOD: FROM APPROVAL DATE THROUGH JUNE 30, 2027

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING

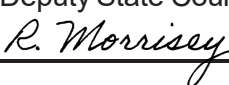
ADDRESS: VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

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

Signed by: Authorized Signature 		Date /24/2026 16:37:08 EDT	
Printed Name Isabel Yang		Title Executive Vice President	
Company Name BI-Incorporated			
Mailing Address 6265 Gunbarrel Avenue, Suite B			
City, State, Zip Boulder, Colorado 80301			
E-Mail Address hdcntrac@bi.co Marinella Salzano, msalzano@geogroup.com,			
Telephone Number 303-218-1000		Facsimile Number 03-218-1471	

Notice of Award (OSCA Use Only)

Accepted by Office of State Courts Administrator as Follows As submitted in its entirety		
Contract No. 23-01792-20		Contract Period July 1, 2026 through June 30, 2027
Contracts Section 	Date 05/04/26	Deputy State Courts Administrator 

CONTRACT RENEWAL 003 to OSCA 23-01792-XX

TITLE: Drug/Alcohol Testing Equipment, Monitoring Equipment, & Services Contract renewal period: July 1, 2026 through June 30, 2027

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

The Office of State Courts Administrator (OSCA) requests there not be any increase in cost for this contract period.

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 Company created marketing documents and information that is added to the RFP must be ADA compliant.

To be a contracted collector for the court(s), all individuals must adhere to the revised Missouri Collector Standards (Attachment 1).

Individuals who have submitted the Collector Guideline Acceptance Form under this contract do not need to submit another form at this time.

To be a contracted collector for the judiciary, all individuals must adhere to the Missouri Collector Standards, Attachment 1. Any individual providing collection services must have submitted an Exhibit A, Collector Guideline Acceptance Form, attached below, and all required supporting documents, prior to performing collection services under this contract. Exhibit A's must only be submitted with this renewal document for new collectors.

By completing, signing and returning Exhibit A, you, as well as each collector, are verifying you have read and will abide by these Missouri Guidelines for Drug/Alcohol Collections.

Background Check Procedures are provided below as well at Attachment 2.

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

PRICING PAGE

The offeror shall provide the firm, fixed pricing information for each product and/or service to be provided in accordance with the provisions and requirements specified herein. All costs associated with providing the products and/or services required herein shall be included in the prices.

PRICE: The offeror shall provide a listing of each product and/or service with a firm, fixed price for each product and/or service.

Effective Date: The effective date for contracts awarded as a result of this RFP shall be from date of award through June 30, 2027.

More lines/additional pages may be added, if needed.

OFFEROR NAME: BI, Incorporated

Please see BI's pricing

information _____ Product/Service \$ _____ firm, fixed price per each unit

_____ Product/Service \$ _____ firm, fixed price per each unit

_____ Product/Service \$ _____ firm, fixed price per each unit

_____ Product/Service \$ _____ firm, fixed price per each unit

_____ Product/Service \$ _____ firm, fixed price per each unit

Electronic Monitoring

Pricing per participant

per day: Please see BI pricing information for costs associated with the different technologies

per week: _____

per month: _____

Is there a minimum number of days? Yes ___ No ^X ___

If yes, please indicate number of days: ^{N/A} _____

Deposit or Start Up fee required? Yes ___ No ^X ___ If yes,

what is the cost? ^{N/A} _____

Please list system requirements, such as single land phone line, water resistance, range of coverage etc.

Please list counties for which you will provide this service:

Pricing Page, cont.

COLLECTOR SERVICES PRICING

OFFEROR NAME: BI Incorporated

The offeror should quote a price per hour or per test. Only one will be accepted. The price shall not change during the contract period.

Firm, fixed price for collector services performed: \$ N/A per hour, or
\$ N/A per test

For the following county and circuit:

County: _____ Circuit: _____

County: _____ Circuit: _____

County: _____ Circuit: _____

County: _____ Circuit: _____

County: _____ Circuit: _____

County: _____ Circuit: _____

Pricing Information

All-Inclusive Cost Model

Table 3. Proposed Daily Rates			
Item	Rental Cost per unit, per day	Monitoring Cost per unit, per day	Total daily rate
BI SL3	\$3.40	\$2.60	\$6.00
BI TAD	\$4.08	\$3.09	\$7.17

BI's daily rate for all proposed equipment includes:

- Costs for all required equipment at agency-specified quantities
- SmartLINK Connect Program complementary to each EM device in use
- All equipment components, including batteries, chargers, straps, and optional monitoring beacon
- 25% lost and damaged equipment allowance for the SL3 and TAD
- 30% spare equipment allowance
- Training for all officers, agency personnel, and other administrative staff
- BI's central monitoring computer system, including our secure facility with multiple redundancies, backup power supplies, information security measures, and multiple network protections
- BI's TotalAccess software and TotalAccess smartphone application for officers and authorized personnel
 - Automated, near immediate notification of program violations, for example, tamper attempts and Exclusion Zone events
 - Detailed and consolidated reporting capabilities
 - Single interface for all BI technologies
 - Up-to-date maps that accurately display historical and near real time location data

Optional Equipment Offerings Daily Rates

Please see BI's daily rate for optional equipment detailed in the table below.

Table 4. Optional Equipment Offerings Daily Rates					
Item	Rental Cost per unit, per day	Monitoring Cost per unit, per day	Total daily rate	Lost and Damage Coverage	Shelf Allowance
BI VeriWatch	\$3.00	\$1.50	\$4.50	None	None
BI LOC8 XT	\$2.90	\$1.35	\$4.25	25%	30%
BI HomeGuard 20 20	\$3.32	\$1.04	\$4.36	25%	30%
BI Mobile	\$4.75	Included	\$4.75	None	None



SmartLINK Application Pricing		
SmartLINK Program	Price per client, per day	
	<i>With BI Technologies</i>	<i>SmartLINK Only</i>
SmartLINK Connect	Included at No Cost	\$0.25
SmartLINK Report	\$0.25	\$0.50
SmartLINK Verify	\$0.50	\$0.75
Video Conferencing 15 minutes maximum duration	\$0.35 per event	\$0.35 per event

Pricing Page

Please find BI's completed *Pricing Page* immediately following this page.

ATTACHMENT 1

COLLECTOR STANDARDS

MISSOURI GUIDELINES FOR DRUG/ALCOHOL COLLECTIONS

Ten Principles of a Good Testing Program

1. Design an effective drug detection program, place the policies and procedures into written form (treatment court manual) and communicate the details of the drug detection program to the court staff and clients alike.
2. Develop a client contract that clearly enumerates the responsibilities and expectations associated with the court's drug detection program.
3. Select a drug-testing specimen and testing methodology that provides results that are scientifically valid, forensically defensible and therapeutically beneficial.
4. Ensure that the sample-collection process supports effective abstinence monitoring practices, including random, unannounced selection of clients for sample collection and the use of witnessed/direct observation sample-collection procedures.
5. Confirm all positive screening results using alternative testing methods unless the participant acknowledges use.
6. Determining the creatinine concentrations of all urine samples and sanction for creatinine levels that indicate tampering.
7. Eliminate the use of urine levels for the interpretation of client substance-use behavior. A drug test is either positive (drug presence is as or above the cutoff concentration) or negative (none detected; drug level is below the cutoff concentration).
8. Establish drug-testing results interpretation guidelines that have a sound scientific foundation and that meet a strong evidentiary standard.
9. In response to drug-testing result interpretation guidelines that have a sound scientific foundation and that meet a strong evidentiary standard.
10. Understand that drug detection represents only a single supervision strategy in an overall abstinence monitoring program.

ATTACHMENT 1, cont.

COLLECTOR MINIMUM STANDARDS

Any individual who collects specimens for testing acts as an official representative of the court, who is required and trusted to work within the law. A collector shall refrain from manifesting bias or prejudice or engage in harassment, including but not limited to bias, prejudice, or harassment based upon race, sex, gender, gender identity, religion, national origin, ethnicity, disability, age, sexual orientation, or marital status.

Qualifications:

1. A minimum of 21 years of age;
2. Legal United States resident or legally eligible to work in the United States;
3. May be subject to drug and alcohol testing by the local drug court;
4. Shall be subject to background checks by the local court at the collector's expense, which will include but may not be limited to: Employment history and references, fingerprint checks for open and closed federal and state criminal records, Sex Offender Registry and the Family Care Safety Registry; and
5. DATIA certification and experience are recommended.

Requirements:

1. Provide monitoring function for the team by collecting urine, saliva, breath and/or hair samples;
2. Document contact with participants and forward to the court within a timely manner so information can be used during staffing sessions as determined by the local court team;
3. Be reasonably available to appear in court if requested;
4. Participate in on-going training such as the Essential Elements of Drug Court (Allrise.org) and drug collection/detection procedures and tampering techniques;
5. Competent in the procedures of drug and alcohol testing as outlined by the local court;
6. Review and understand the local policy and procedure manual and the agreement between the participant and the court;
7. Have a general understanding of substance use disorder and treatment; and
8. Abide by additional standards, roles and responsibilities set forth by the local court.

Code of Ethics:

1. Abide by all municipal, state and federal statutes;
2. Maintain professionalism at all times and treat participants with dignity and respect;
3. Maintain the confidentiality and privacy of the participant;
4. Duty to report all actions to the court;
5. Any prior relationships with participants or family members must be reported to the team;
6. Shall not loan money, property, co-sign loans or accept gifts, favors or promises from participants or family members;
7. No fraternization with any participant or family members;
8. Shall not establish a personal or business relationship with participants or family members;
9. Shall not be under the influence of drugs or alcohol when performing duties;
10. Shall not monitor participants at AA, NA, or other self-help meetings whose members wish to preserve anonymity; and
11. Shall not observe or obtain urine samples or perform urinalysis testing while conducting home, employment, or other site visits.

ATTACHMENT 1, cont.

COLLECTION PROCEDURES

Contracted collectors will be required to follow the procedures below for collection, control and testing of participant urine specimens, which ensures the confidentiality and reliability of all test results:

General Procedures:

1. Collectors shall be the same gender as the participant submitting the specimen.
2. There shall be no physical contact between the collector and participant during specimen collection.
3. Specimen collection shall be in a secure location which provides privacy from other participants, uninvolved staff and sanitary conditions.
4. Collectors will collect urine specimens as directed by the treatment court coordinator/administrator.
5. No participant shall participate in the collection of another participant's urine specimen or have access to collected urine specimens or drug testing equipment and supplies.

Pre-collection:

1. The participant's identity should be confirmed with a valid photo ID.
2. The participant will sign a label and the chain of custody form if the specimen is being submitted to a lab.
3. The participant will be limited to no more than 24 ounces of water within one hour of collection.
4. All staff handling urine specimens will wear protective gloves.
5. Participants will either wash their hands or wear protective gloves prior to and during specimen procurement in order to prevent contamination of urine specimens.
6. Participants will remove clothing from the groin and buttocks areas to ensure devices are not present, which would allow alteration of the urine sample.
7. Any item or substance that could be used to dilute, substitute or adulterate shall be immediately reported to the court.
 - a. Such items may include, but are not limited to the following:
 - (1) containers or vials of liquid or urine that could be utilized to substitute or dilute a participant's urine;
 - (2) devices used to supply substances in lieu of the participant providing a fresh specimen;
 - (3) any contraband such as salt, bleach, iodine, Visine, soap or other substances that could be used to adulterate urine, and
 - (4) any other contraband identified during the collection process.
 - b. A notice of these prohibited items should be included in the participant manual.
 - c. All confiscation of such items should be documented in a report to the court program, along with a photo of the item. If unable to confiscate the item, do not apprehend or attempt to use force. Describe the item in detail in a report to the court.

ATTACHMENT 1, cont. COLLECTION PROCEDURES

Collection Process:

1. All collections will be directly observed (witnessed full-frontal).
2. Participants are allowed a maximum of one hour to produce a sample. Those who refuse or fail to produce a urine specimen of at least 30cc (1 oz. or half a bottle) within one hour will be considered a refusal, and no further subsequent attempts to collect the sample shall be conducted.
3. Urine should be collected in the standard individual container provided by a laboratory.
 - a. Disposable collection cups may be used to collect urine specimens and then poured into the bottle.

Post-Collection Process:

1. The sample should be tested for creatinine and temperature (reject if not 90° - 100° F). Other tests may include specific gravity, pH, color and odor to detect possible 'flushing' patterns.
2. The participant will place the cap on the bottle, secure it and rinse the bottle before giving it to the collector.
 - a. The collector will ensure the cap is secured.
 - b. All urine collected for drug testing which is not submitted to the laboratory or used for on-site testing will be disposed of in a toilet and the toilet shall be flushed.
 - c. Urine which is spilled shall be cleaned up promptly with a 10 percent liquid bleach solution or any environmental protection agency approved hospital disinfectant which destroys bacteria.
 - d. The specimen container will be disposed of in a dedicated trash container to which participants do not have access.
3. For specimens submitted to a lab:
 - a. The label will be placed on the container in the presence of the participant.
 - b. The collector should ensure the evidence tape is placed over the container lid immediately following specimen collection.
 - c. The collector must complete the lab form and initiate and sign the chain of evidence section on the day collected.
 - d. Specimens shall be placed in a refrigeration unit within 24 hours in a secured area until transported to a laboratory for analysis.
 - e. The collector will make arrangements for the transportation of all urine specimens sent to a laboratory.
4. When the specimens are forwarded via the U.S. Postal Service or United Parcel Service, the individual relinquishing the specimens will sign the chain of evidence section in the "To" section indicating "USPS" or "UPS."
5. For on-site tests:
 - a. A chain of custody form may be used.
 - b. Confirmation tests should be performed if an on-site test result is questionable or a participant contests the results.

OFFEROR NAME: _____

OSCA 23- 01792
Collector Guideline Acceptance Form

Office of State Courts Administrator



I verify I have read and will abide by the Missouri Collector Guidelines. I further understand failure to follow these guidelines may result in the termination of my contract with the Office of State Courts Administrator and the court.

- ☐ I am a commissioned law enforcement officer by the state of Missouri.
- ☐ I understand that I will provide a copy of my POST certification to verify my law enforcement commission in the state of Missouri.
- ☐ I am not a commissioned officer.
- ☐ I have provided a completed background check, and
- ☐ I have registered with the Family Care Safety Registry (FCSR), and I have provided a copy of the results of the FCSR background screening results

Collector Printed name

Signature

Date

The treatment court approves this person as a collector for our circuit. This approval does not mean the judiciary shall be liable for their actions in performance of these duties.

Drug Court Judge/Coordinator

Circuit

Date

ATTACHMENT 2

Non-Commissioned Collector Background Checks and Family Care Safety Registry

The following are the procedures individuals must complete in order to be considered for a contract for collector services with OSCA and the court.

Any non-commissioned individual who collects specimens for testing must have completed **Criminal Background Checks** as follows:

1. The Missouri Automated Criminal History System (MACHS) Fingerprint Search Portal allows any member of the public to schedule an appointment to be fingerprinted through Cogent, the state fingerprint services offeror, for a fingerprint-based criminal background check. Cogent will utilize electronic image capturing (also known as Livescan) to capture an applicant's fingerprints electronically and transmit them to the MSHP for processing. Cogent does not receive or have access to criminal history records.
2. Print the Missouri State Highway Patrol Applicant Fingerprint Services of Missouri form below, form SHP-984C 04/13, regarding fingerprinting and following the directions it contains. When completing the online information and when asked for a Registration Number, input 7236. This code MUST be used, or your background check will be sent to another agency and you will have to pay for your fingerprinting again!
3. Many questions regarding the fingerprinting process can be answered using the following website: <https://www.machs.mo.gov/MACHSFP/faq.html>
4. A copy of the NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS is included below for your information as well.

ATTACHMENT 2, cont.

NOTE: The individual collector is responsible for, and must pay for, the screening.
OSCA shall not pay for fingerprint services.



Missouri State Highway Patrol Applicant Fingerprint Services of Missouri

Applicant Fingerprint Form for State and FBI Criminal History Background Checks

Section One: Agency Information

AGENCY 4-DIGIT MACHS REGISTRATION NUMBER: 7236

Agency Name: Office of State Courts Administrator

Agency ORI: MO920430Z

Agency OCA: COLLECTOR

Section Two: The Missouri Automated Criminal History Site (MACHS)

For fingerprinting services through the state electronic fingerprint vendor, you must first register with the Missouri Automated Criminal History Site (MACHS). If you do not have internet access, you may contact the vendor (IDEMIA) at 844-543-9712 for assistance with registration.

MACHS Registration Instructions:

1. Log-on to www.machs.mo.gov
2. Click on the "blue box" Click here to register with the fingerprint portal
3. Click on the "blue box" Click here to register with MACHS
4. Enter the 4-digit registration number provided by your agency. Click "enter"
5. Enter your personal information in the appropriate fields and proceed through the registration process.
6. Near the end of registration, you will be asked to verify all personal data and agency information before proceeding. If all information entered is accurate and complete, click "complete registration." This will redirect you to IDEMIA's website for further instruction.
7. Please note your Transaction Control Number (TCN) for future reference.
8. Email and/or phone number, and Date of Birth will be required at the fingerprint vendor location to search for your registration transaction.

The processing fee is automatically calculated based on the 4-digit registration number that was entered at the beginning of registration. All fees are payable to IDEMIA at the time of fingerprinting unless a billing account has been established by your agency.

Once fingerprinting is completed, IDEMIA will transmit your photo, personal data, and fingerprint images to the Missouri State Highway Patrol (MSHP) for processing. The results of the search will be provided to the authorized agency within approximately 1-5 business days. NOTE: IDEMIA does not have access to criminal history. For questions about your results, contact the requesting agency or MSHP. Please reference your TCN.

ATTACHMENT 2, cont.

NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for a job or license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights, which are discussed below.

- You must be provided written notification¹ that your fingerprints will be used to check the criminal history records of the FBI.
- If you have a criminal history record, the officials making a determination of your suitability for the job, license, or other benefits must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the job, license, or other benefit based on information in the criminal history record.²

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure, or standard established by the National Crime Prevention and Privacy Compact Council.³

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis>

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

¹Written notification includes electronic notification, but excludes oral notification.

² See 28 CFR 50.12(b).

³ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

ATTACHMENT 2, cont.
Family Care Safety Registry (FCSR)

Non-commissioned collectors must register with the Family Care Safety Registry and provide results of the background screening to OSCA. Contract renewals will not be processed without the FCSR documentation. The contractor's personal information must be entered into the various fields on the registration form (Name, DOB, SSN, etc.) FCSR screenings contain Missouri data only.

How to Register

A person may register two ways:

1. **Online Registration with the FCSR** is quick and easy. All an individual needs is Internet access, their Social Security number and email address, and a valid credit or debit card for payment of the fee. Fees and online registration for the Family Care Safety Registry can be found at:
<http://health.mo.gov/safety/fcsr/index.php>
2. Mail a **Worker Registration Form**, a photocopy of the Social Security card, and a check or money order for the registration fee to the Missouri Department of Health and Senior Services, Fee Receipts Unit, P.O. Box 570, Jefferson City, MO, 65102. Mailed forms are processed in the order received. Registration forms can also be mailed using a fillable pdf version of the form, which can be found at:
<http://health.mo.gov/safety/fcsr/pdf/WorkerRegistration.pdf>

The registration form must be signed by the contractor in blue or black ink. The completed registration form, along with a photocopy of the contractor's Social Security card and payment, should be mailed to:

Missouri Department of Health and Senior
Services Family Care Safety Registry
P.O. Box 570
Jefferson City, MO 65102 – 0570

Requesting Background Information for Registered Individual

The FCSR maintains a toll-free call center to request background screenings for employment purposes.

Registered collectors should contact the FCSR toll free at **1-866-422-6872** (8:00 am - 3:00 pm, M-F). The registered collector should request to be sent background screening results to an e-mail address the collector provides. The results should be received by the collector in a few minutes and not more than 24 hours.

These results should be sent to OSCA with the Exhibit A included herein. **Contract renewals will not be processed without this documentation.**

Registrant Responsibilities

It is the responsibility of the registrant to contact the FCSR with any name or address change.

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 addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Office of State Courts Administrator (OSCA)**. The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **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.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, offeror, 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.
- g. **Contact** means the contract staff member of OSCA.
- h. **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.
- i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **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 end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by OSCA 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 Addendums thereto.
- 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.
- n. **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 end 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.
- 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 OSCA.
- 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.

- DocuSign Envelope ID: A885BB21-35AE-4619-8794-CE28886EB322
- OSCA 22-01782 Drug/Alcohol Testing Equipment, Monitoring Equipment, & Services
- 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 contractor 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 contact from OSCA, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end 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 addendum 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 end date may not be answered.
- c. Vendors are cautioned that the only official position of the state of Missouri is that which is issued by OSCA in the RFP or an addendum 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. It shall be the sole responsibility of the vendor to monitor emails and the OSCA website to obtain a copy of the addendum(s). vendors who received e-mail notification of the proposal opportunity when the RFP was established and vendors who have responded to the RFP prior to an addendum being issued should receive e-mail notification of the addendum(s). vendors who received e-mail notification of the proposal opportunity when the RFP was established and vendors who have responded to the proposal prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

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 that 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 a 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 or
 - 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. Vendors may submit proposals electronically or by delivery of a hard copy to the OSCA office. Delivered proposals must be sealed in an envelope or container, and received in the OSCA office located at 2112 Industrial Drive, Jefferson City, MO no later than the exact end date and time specified in the RFP. 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. Hard copy proposals may be mailed to the OSCA post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the OSCA office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end 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 submitted electronically by a vendor may be modified to the official end date and time. A proposal which has been delivered to the OSCA office may be modified by signed, written notice which has been received by OSCA prior to the official end 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 end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a vendor may be retracted prior to the official end date and time. A proposal which has been delivered to the OSCA may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been

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- received by OSCA prior to the official end 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 end 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. When submitting a proposal electronically, the vendor indicates acceptance of all RFP requirements, terms and conditions by signing the cover page (electronic signatures are acceptable). Vendors delivering a hard copy proposal to OSCA must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. 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 proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening.
- b. Proposals which are not received in the OSCA office prior to the official end 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 OSCA contact before contract award. Upon discovering an apparent clerical error, the OSCA contact 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 state of Missouri judiciary.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- 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 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

- 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 state of Missouri 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.
- n. 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.
- o. 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, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor 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 the 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 the of Missouri judiciary, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of OSCA.
- 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 OSCA or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

9. INVOICING AND PAYMENT

- a. The state of Missouri judiciary does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of OSCA.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state OSCA 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 an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri 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 State of Missouri'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 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 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 contractor hereby covenants that at the time of the submission of the proposal 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.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of

- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri 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 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 contractor in the fulfillment of the contract with the State of Missouri.

15. CANCELLATION OF CONTRACT

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

16. COMMUNICATIONS AND NOTICES

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

17. 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 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 contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, 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.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or

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employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

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

If discrimination by a contractor is found to exist, 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 contractor 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 contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

21. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state OSCA 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, the 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. Revised 11-07-19