



OFFICE OF STATE COURTS ADMINISTRATOR
P.O. Box 104480
2112 Industrial Drive
Jefferson City, MO 65110-4480

RFP NUMBER: OSCA 23-01792
TITLE: Drug/Alcohol Testing Equipment,
Monitoring Equipment, & Services

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

ISSUE DATE: April 11, 2023

Proposal submission: Proposals may be sent electronically to osca.contracts@courts.mo.gov. If you would like to submit a written proposal, please print or type the RFP number on the lower left hand corner of the envelope.

(U.S. Mail)
Office of State Courts Administrator
Attn: Contract Unit
PO Box 104480
Jefferson City, MO 65110 - 4480

or

(Courier Service)
Office of State Courts Administrator
Attn: Contract Unit
2112 Industrial Dr.
Jefferson City, MO 65109

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2024

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS TREATMENT COURTS 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, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (RFP). 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 from the Office of State Courts Administrator 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 	DATE 6/29/23
PRINTED NAME Christopher H. Dalton	TITLE President
COMPANY NAME Intoximeters, Inc.	
MAILING ADDRESS 2081 Craig Road	
CITY, STATE, ZIP St. Louis, MO 63146	
TELEPHONE NUMBER. 314-429-4000	E-MAIL ADDRESS bids@intox.com

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <i>As submitted in its entirety</i>		
CONTRACT NO. OSCA 23-01792-23		CONTRACT PERIOD July 19, 2023 through June 30, 2024
CONTRACTS SECTION 	DATE 07/21/2023	DEPUTY STATE COURTS ADMINISTRATOR 

Intoximeters

Experience • Service • Integrity

June 29, 2023

Office of State Courts Administrator
Attn: Russell Rottmann, OSCA Contract Unit
2112 Industrial Drive
Jefferson City, MO 65109

Re: RFP Number OSCA 23 - 01792, Drug/Alcohol Equipment & Services

Dear Mr. Rottmann:

Thank you for the opportunity to provide the State of Missouri, Office of State Courts Administrator our proposal for Breath Alcohol Testing Instruments and supplies.

Incorporated in 1945, Intoximeters, Inc. is the oldest breath alcohol instrument design, manufacturer and sales organization in the world. Its founder, Dr. Glenn C. Forrester was a pioneer in the field, manufacturing several of the earliest breath alcohol measurement systems and scientifically validating them as a viable method for determining alcohol concentrations in the body by analyzing the alcohol concentration of a deep lung breath sample

Today, Intoximeters Inc. still a closely held private company, is in its third generation of ownership by the Forrester family. Over seventy-five years of dedication to furthering alcohol detection has maintained Intoximeters position as both the technological and market leader in breath alcohol detection systems and support. Intoximeters products are known worldwide for their accuracy, reliability and durability

Thank you again for this opportunity and we look forward to continue working with you.

Sincerely,



Christopher H. Dalton
President

1.0 INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for sealed proposals from offerors for the establishment of a Qualified Vendor List for drug testing equipment, monitoring equipment, and services for the state of Missouri Treatment Courts, Juvenile Programs and approved judicial pre-trial services. Contracts established as a result of this RFP shall be used on an as needed, if needed basis.
- 1.1.2 The qualified vendor list will allow the local treatment courts to select any contracted offeror that provides services in their county. While prices are established during this process, they are not used during the evaluation process to determine if an offeror is qualified. Once contracts are awarded, the selection of which offeror and services needed are determined by the local treatment courts.
- 1.1.3 The Office of State Courts Administrator, hereafter shall be referred to as “OSCA”, anticipates awarding multiple contracts as a result of this RFP. OSCA makes no commitments nor guarantees as to the quantity of products or services that may be requested or required once the contracts are awarded.

1.2 Background Information:

- 1.2.1 478.009 RSMo, establishes the Treatment Courts Coordinating Commission (hereafter referred to as TCCC). The TCCC is to “evaluate resources available for assessment and treatment of persons assigned to treatment courts or for the operation of treatment courts; secure grants, funds and other property and services necessary or desirable to facilitate treatment court operation; and allocate such resources among various treatment courts operating within the state.” The TCCC administers funds in the Treatment Court Resources Fund. OSCA provides technical support to the TCCC which includes fiscal and contract administration.
- 1.2.2 The purpose of this RFP is to establish contracts for treatment courts throughout Missouri for the provision of drug testing equipment and monitoring equipment and/or services. The types of treatment courts are Adult Drug Court, Juvenile Drug Court, Family Drug Court, Veterans Treatment Court and DWI Court.
- 1.2.3 Offerors are cautioned that the only official position of OSCA is that which is issued 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.
- 1.2.4 OSCA monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors 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.
- 1.2.5 OSCA reserves the right to officially amend or cancel an RFP after issuance.
- 1.2.6 All specifications and requirements herein constitute minimum requirements, unless otherwise specifically stated in the RFP. All proposals must meet or exceed the stated specifications and requirements.
- 1.2.7 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror 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. The offeror 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.

1.3 Definitions:

- 1.3.1 Amendment means a written, official modification to an RFP or to a contract.
- 1.3.2 Offeror means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, services, supplies, and/or services as required in the RFP document.
- 1.3.3 May means that a certain feature, component, of action is permissible, but not required.
- 1.3.4 Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- 1.3.5 Will and shall have the same meaning as the word must.
- 1.3.6 Should means that a certain feature, component, and/or action is desirable but not mandatory.
- 1.3.7 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.

2.0 PERFORMANCE REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide alcohol and drug testing and monitoring products and/or related services for OSCA and the various treatment courts of the Missouri Judiciary in accordance with the provisions and requirements stated herein.
 - a. All testing and monitoring services must be performed in accordance with industry standards or by following the local treatment court's internal policy/procedure.
- 2.1.2 All testing devices, except the units being proposed under the electronic alcohol monitoring section of this RFP, must be approved **or cleared** by the U.S. Food and Drug Administration (FDA) and/or be allowed by the FDA to be labeled for forensic use only (FUO).
- 2.1.3 The contractor shall agree and understand that contracts established as a result of this RFP shall not be construed as an exclusive arrangement. If it is in the best interest of OSCA and/or the treatment court, alternate products and/or services may be obtained elsewhere.
- 2.1.4 The contractor shall comply with all confidentiality requirements established by state statute, the treatment court, or as otherwise stated herein. The contractor shall release the results of testing to the treatment court contact only or as otherwise instructed by the Treatment Court Judge, Drug Court Commissioner, or Treatment Court Administrator/Coordinator.
- 2.1.5 The contractor shall provide the required products and/or services on an as needed, if needed, basis as requested by the treatment court.

- 2.1.6 OSCA makes no commitments nor guarantees as to the quantity of the testing or laboratory tests that may be required.
- 2.2 The offeror may provide collection services for drug testing services as deemed necessary by the treatment court. All individuals collecting samples for drug testing must follow the Collector Standards (attachment 1) and submit a completed the Collector Guidance Acceptance form, along with the required supporting documentation, before providing this service.
- 2.2.1 The contractor and/or the contractor's subcontractor(s) shall deliver products to OSCA or the local treatment court upon receipt of an authorized order. All deliveries must be coordinated with the court placing the order.
- 2.2.2 If it is deemed by OSCA to be in the best interest of the treatment court, OSCA may add additional items to the contract as long it is mutually acceptable to both the contractor and OSCA.
- 2.2.3 The contractor shall follow local county, state or federal health guidelines and/or directives issued to control diseases and/or viruses while performing the requirements of the contract. Failure to do so may result in the termination of the contract

2.3 **LABORATORY SERVICES**

2.4 **Accreditation**

- 2.4.1 The contractor must comply with all state laws concerning licensing, accreditation, and regulations and must meet the following accreditation requirements and provide documentation of such credentials. This requirement does not apply to the electronic alcohol monitoring section of this RFP.
- 2.4.2 Laboratory services must be performed at a laboratory that is Substance Abuse and Mental Health Services Administration (SAMHSA) and Clinical Laboratory Improvement Act (CLIA) certified.
- a. If laboratory services are being performed by a subcontractor, they must indicate the vendor providing services and must provide a copy of the subcontract and the subcontractor's certification documentation.
- 2.4.3 Laboratory services must be performed at a laboratory that is approved by the Commission on Inspection and Accreditation of the College of American Pathologists or Certified by the American Association of Bioanalysts.
- a. If laboratory services are being performed by a subcontractor, they must indicate the vendor providing services and must provide a copy of the subcontract and the subcontractor's approval and certification documentation.
- 2.4.4 If the contractor, or the contractor's subcontractor, is a hospital, the hospital must be accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). The hospital laboratory must be licensed to operate in interstate commerce by the U.S. Department of Health and Human Services under CLIA.
- a. If laboratory services are being performed by a subcontractor, they must indicate the vendor

providing services and must provide a copy of the subcontract and the subcontractor's accreditation and licenses.

- 2.4.5 The contractor should be approved by Medicare to provide medical laboratory services.
- 2.4.6 The contractor shall understand and agree that any information, record, report, or data derived, compiled, obtained, prepared, or developed by the contractor from services performed pursuant to the contract shall not be released, disseminated, or otherwise disclosed without prior written consent of OSCA.
- 2.4.7 Gas chromatograph/mass spectrometer (GC/MS) and liquid chromatography/mass spectrometry (LC/MS) confirmation technology are required.

2.5 Testing Service Requirements:

- 2.5.1 The contractor shall, if requested by the treatment court, develop and administer procedures and protocols for random drug and alcohol testing, which may include a system to select individuals for testing, conduct the test, notify appropriate authorities regarding test results, and otherwise operate the random testing system in a manner that complies with the requirements of the treatment court.
- 2.5.2 The contractor shall maintain proper chain of custody procedures.
- 2.5.3 The contractor may provide a facility for urine sample collection to ensure that all samples collected are fully observed to ensure that no apparatus utilized by the participant to negate the results of a drug test goes undetected. This service will not be payable to the contractor (or subcontractor) if the urine collection is unobserved by appropriate staff.
- 2.5.4 The contractor shall provide routine courier pick-up of urine analysis samples the next business day following a treatment court drop call.
- 2.5.5 The contractor shall assure for all test readings, the cutoff levels are set at sufficient levels to minimize false positive readings. The contractor shall work with the courts to ensure the cutoff levels are set in accordance with industry standards to prevent false positive results.
- 2.5.6 Quality Review: The contractor shall understand and agree that the accuracy of the contractor's laboratory test findings may be subject to outside laboratory verification at the treatment court's discretion.
 - a. The treatment court shall be responsible for any costs associated with verification of test results.
 - b. In the event the treatment court determines by verification, the results of the contractor's testing services are inaccurate or unreliable, the contract may be canceled without further cost to the courts in accordance with the applicable provisions and requirements stated herein.
- 2.5.7 The contractor should provide legal support should the laboratory results be challenged in court at no additional cost to the state of Missouri.

2.6 Transportation of Specimens:

- 2.6.1 The contractor shall provide the treatment court with all necessary equipment and supplies for the specimens to be extracted and safely transported from the treatment court to the contractor.

- a. Such equipment and supplies shall include, but not necessarily be limited to: collection and shipping apparatuses, labels, urine specimen cups and instructions necessary for submission and shipment of laboratory specimens to the contractor's laboratory.
 - b. All collection and shipping apparatus must be approved by the treatment court and meet industry quality control standards.
 - c. Chain of custody forms shall be provided.
- 2.6.2 The contractor must maintain specimens in proper condition while being transported in order to ensure the accuracy of the test performed.
- 2.7 **Testing Service Result Reporting:**
- 2.7.1 The contractor must provide test result reports to the treatment court, including, but not limited to, the following information:
1. The participant's full name,
 2. Test results (including positive, negative, tampered, dilute, no shows and confirmations)
 3. Range of normal,
 4. Indication of abnormal levels/values,
 5. Chart number,
 6. Treatment court type/location,
 7. Date of specimen collection,
 8. Date of specimen testing, and
 9. Date of test result reporting.
- 2.7.2 Prior to reporting test results to the treatment court, the contractor must have a supervisor review the test results and verify that quality control procedures were employed to ensure the accuracy of test results.
- 2.7.3 The contractor should submit test results to the treatment court, via electronic transmission, within two (2) business days and in no event later than five (5) business days, following receipt of the specimen unless, according to standard laboratory procedures, more time is required for a specific test because of test complexity. In such instances, test results must be reported to the treatment court promptly upon test completion. The contractor should notify the treatment court if test results cannot be reported within two (2) business days. Liquidated damages shall apply for test results submitted later than five (5) business days following receipt of the specimen.
- 2.7.4 If requested by the treatment court, the contractor may report test results by telephone to be followed by either electronic or hard copy results.
- 2.7.5 GC/MS or LS/MS confirmation results should be provided within two (2) business days after initial screening and in no event later than five (5) business days. Liquidated damages shall apply for confirmation results submitted later than five (5) business days after initial screening.
- 2.8 **Test Order Forms and Billing Forms:**
- 2.8.1 The contractor must provide the treatment court with order forms for test kits and/or testing services which must, at a minimum, be formatted as follows:
- a. Sufficient space at the top for an addressograph stamp, enabling the treatment court to

provide client identification including, the client's full name and chart number;

- b. Spaces to accommodate treatment court type/location, date ordered, date of specimen collection, and time of specimen collection.
- c. A section to record the treatment court telephone number, extension and name of the individual designated to receive results;
- d. Sufficient number of pages to enable the treatment court to retain two (2) copies and any additional pages the contractor deems necessary to accommodate the contractor's internal needs;
- e. The forms must be non-carbon and the subsequent pages must be legible.
- f. Must be coded to indicate specimen requirements.

2.9 ON SITE DRUG TESTING DEVICES

2.9.1: Testing devices should be available in both single and multi-drug combinations.

2.9.2 Laboratory and/or testing devices should be available for the following drugs: Amphetamines, Methamphetamines, Cocaine, Opiates, PCP, cannabinoids, Methadone, Barbiturates, Benzodiazepines, Oxycodone, synthetic cannabinoids, MDMA (Ecstasy) and EtG/EtS. Testing for additional items may be requested during the contract period. If requested, pricing shall be mutually agreed upon between the contractor and OSCA prior to delivery.

2.9.3 Each device shall contain all elements necessary to complete the test in the field.

2.9.4 Devices shall not require electricity, special plumbing, instrumentation, calibration, laboratory environment or refrigeration of reagents. The devices must be able to be stored at room temperature.

2.9.5 All testing devices shall have an expiration date clearly marked. Any device received with an expiration date less than twelve (12) months from date of receipt will be rejected at the contractor's expense.

2.9.6 The testing devices must be self-contained, completely portable and packaged for field use.

2.9.7 The drug testing devices and/or initial urine screening must meet or exceed the current Substance Abuse and Mental Health Services Administration (SAMHSA) cut-off levels for detection of positive drug screens, except for the following:

Opiates	300/2000 ng/mL
Benzodiazepines and Barbiturates	300 ng/mL
Amphetamines/Methamphetamines	1000 ng/mL
Cocaine	300 ng/mL

2.9.8 Testing devices for urinalysis shall include the collection cup with an ID label and temperature strip, a tamper evident seal for maintaining chain of custody, and a bag for the easy, clean disposal of a urine sample once testing is complete.

2.9.9 Testing devices must not require any pretreatment of the urine sample prior to testing and must be able to test the sample immediately upon collection. The tests must not require the samples to reach

room temperature unless it has been refrigerated. The tests must not be affected by abnormal pH levels.

- 2.9.10 The testing devices must be available for reading results in *ten (10)* minutes or less.
- 2.9.11 The test results must be stable for a minimum of thirty (30) minutes.
- 2.9.12 The test results must be easy to read, with test result interpretation of positive or negative clearly defined on the device.
- 2.9.13 The testing devices must be highly accurate and reliable. Performance data should be included with product packaging.
- 2.9.14 The testing devices shall minimize false positive results caused by over-the-counter medications.
- 2.9.15 Test results must be able to be photocopied or scanned creating either a paper or an electronic permanent file copy for retention.

2.10 **Training & Support:**

- 2.10.1 Training Materials: The contractor must provide training materials for end users on the proper use of testing devices to achieve accurate test results. Training may be in various forms, such as video, DVD or webinar, for each treatment court at no additional cost to the state of Missouri. The training shall include, but not be limited to, basic drug testing training and training on current drug testing issues such as sample tampering, passive inhalation, drug detection periods and drug cross-reactivity.
- 2.10.2 Technical Support: The contractor must be able to provide technical support Monday through Friday, 7 AM to 7 PM Central Time Zone, excluding U.S. holidays, at no additional cost to the state of Missouri.
- 2.10.3 Manufacturer's Legal Support: The contractor must be able to provide the manufacturer's legal support should the testing devices identified herein be challenged in court, at no additional cost to the state of Missouri.

2.11 **Electronic Monitoring:**

- 1. The contractor shall provide a service, including all necessary equipment, for electronic monitoring of approved court participants. The system shall use web-based software to allow remote electronic monitoring and supervision. The monitoring may be offered in a variety of options. The following are approved electronic alcohol monitoring systems for this purpose: In-home breath alcohol testing systems such as iSecure Trac or Smart Start, or
 - 2. transdermal alcohol monitoring – such as SCRAM or Transdermal Alcohol Detector (TAD)
- 2.11.1 Any system proposed shall have a proprietary secure web-based software to allow random monitoring of participants by the court.
 - 2.11.2 Alcohol testing shall be accurate to within +/- .005% of actual blood alcohol levels and be acceptable as court admissible evidence. Results generated by the system shall stand on their own without secondary or backup testing needed. All electronic alcohol monitoring systems shall meet the Daubert standard of scientific evidence admissibility.

3.0 CONTRACTUAL REQUIREMENTS

3.1 Contract:

- 3.1.1 A binding contract shall consist of: (1) the RFP, any amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the offeror's proposal, including any offeror BAFO response(s), (3) clarification of the proposal, if any, and (4) OSCA acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by OSCA does not constitute authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for OSCA or the treatment courts, the contractor must receive an authorized order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and OSCA. The offeror 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.

3.2 Contract Period:

- 3.2.1 The original contract period shall be as stated on the cover page of the RFP. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

3.2.2 Renewal Options:

- 3.2.2.1 OSCA shall have the right, at its sole discretion, to renew the contract for up to five (5) additional one-year periods or any portion thereof. In the event, OSCA exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.
- 3.2.2.2 If the option for renewal is exercised, OSCA will request prices for services on the pricing page for the upcoming renewal period. This request will be sent to the contractor no later than sixty days prior to the end of the contract period.

3.3 Price:

- 3.3.1 All prices shall be firm fixed pricing as indicated on the Pricing Page. OSCA shall not pay for, nor be liable for, any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 3.3.2 Prices offered shall remain valid for 90 days from the proposal due date unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

3.4 Invoicing and Payment Requirements:

3.4.1 Immediately upon award of the contract, the contractor must register in or have already registered as a vendor in MissouriBuys, the statewide eProcurement system. OSCA intends to make all contract payments through the use of Electronic Funds Transfer through the MissouriBuys system. To register, please go to www.MissouriBuys.mo.gov and click on the "Register" tab at the top of the page. There are also resources thereto help you if you have questions about registering. It is the contractor's responsibility to ensure the information is current.

- a. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the state of Missouri's EFT addendum record to enable the contractor to properly apply the treatment court payment to the invoice submitted.

3.4.2 After acceptance and approval of the contractor's services and receipt of a properly itemized invoice and required documentation, the treatment court shall pay the contractor in accordance with the approved invoice.

3.4.3 OSCA does not pay state nor federal taxes unless otherwise required under law or regulation.

3.5 Laboratory Tests:

3.5.1 For any laboratory tests provided and reported where the test is listed by the offeror on the Pricing Page, the contractor shall invoice in accordance with the firm, fixed price per test stated on the Pricing Page(s). The contractor shall not be paid by the treatment court more than the firm, fixed price per test stated on the Pricing Page(s).

3.6 Termination:

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

3.7 Transition:

3.7.1 Upon award of the contract, the contractor shall work with the treatment courts and any other organizations designated by the treatment courts to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the courts.

3.7.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the treatment courts to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by OSCA, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the treatment court and/or to the treatment court designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to OSCA.
- b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to

exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by OSCA in order to ensure the completion of such service prior to the expiration of the contract.

3.8 Liquidated Damages:

- 3.8.1 Liquidated Damages - The offeror shall agree and understand that the provision of the medical laboratory services in accordance with the requirements and delivery schedules stated is considered critical to the efficient operations of the treatment court. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and delivery schedules, the offeror shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to report any specimen's test results within the timeframes required herein, the contractor shall be assessed liquidated damages in the amount of \$50.00 per day for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.

3.9 No Actions, Suits, or Proceedings:

- 3.9.1 The offeror warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on the offeror's ability to fulfill its obligations under this contract. The offeror further warrants that it will notify the OSCA immediately if the offeror becomes aware of any action, suit, or proceeding, pending or threatened, that will have a material adverse effect on the offeror's ability to fulfill the obligations under this contract.

3.10 Warranty of Offeror:

- 3.10.1 The offeror warrants that it is financially capable of fulfilling all requirements of this contract, that there are no legal proceedings against it that could threaten the performance of this contract, and that the offeror is a validly organized entity that has the authority to enter into this contract. The offeror is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this contract.
- 3.10.2 The offeror hereby covenants that at the time of the submission of the proposal the offeror has no other contractual relationships which would create any actual or perceived conflict of interest. The offeror further agrees that during the term of the contract neither the offeror nor any of its employees shall acquire any other contractual relationships which create such a conflict.

3.11 Insurance:

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

liability. Written evidence of the insurance shall be provided by the offeror to the state agency. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the state agency must be notified immediately.

3.12 Contractor Liability:

- 3.12.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save OSCA, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The offeror also agrees to hold the state of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the state of Missouri, including its agencies, employees, and assignees. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) consequential economic damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3.13 Business Compliance:

- 3.13.1 The contractor must be in compliance with the laws regarding conducting business in the state of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by OSCA. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable),
 - b. Certificate of authority to transact business/certificate of good standing (if applicable),
 - c. Vendor No Tax Due Letter,
 - d. State and local certifications (e.g., professions/occupations/activities),
 - e. Licenses and permits (e.g., city/county license, sales permits), and
 - f. Insurance (e.g., worker's compensation/unemployment compensation).

3.14 Contractor Status:

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

3.15 Subcontractors:

- 3.15.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and OSCA and to ensure that OSCA is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between OSCA and the contractor.
- a. The offeror shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The offeror shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor must obtain the approval of OSCA prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
 - d. UA collectors who are subcontracted must follow the Missouri Collector Guidelines and submit a signed Collector Guidelines Acceptance Form.

3.16 Substitution of Personnel:

- 3.16.1 The offeror agrees and understands that OSCA's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the offeror agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the treatment court. The offeror further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the treatment court's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. OSCA agrees that an approval of a substitution will not be unreasonably withheld.

3.17 Property of State:

- 3.17.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of OSCA. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of OSCA.

3.18 Inventions, Patents and Copyrights:

- 3.18.1 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.

3.19 Authorized Personnel (Immigrant Responsibility Act):

- 3.19.1 The offeror understands and agrees that by signing the RFP, the offeror certifies the following:
- a. The offeror shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- b. If the contractor is found to be in violation of this requirement of the applicable state, federal and/or local laws, and regulations, and if the state of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

4.0 PROPOSAL SUBMISSION INFORMATION

4.1 Submission of Proposals:

- 4.1.1 The offeror's complete signed proposal should be submitted via e-mail to the buyer at the e-mail address listed on the front page of this RFP.

- 4.2 Should the offeror be unable to submit the proposal via e-mail, the offeror may elect to submit the original signed proposal via mail. Electronic submissions should be in a PDF format.

- a. Recycled Products - OSCA recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, if submitting a hard-copy proposal, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.

- b. Open Records - The offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected pursuant to section 610.021 RSMo.

- 4.2.2 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that OSCA is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

- b. The proposal should be page numbered.

- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

- 4.2.3 Questions Regarding the RFP - The offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP.

- a. The buyer may be contacted via e-mail, phone, or fax as shown on the cover page.

- b. The offeror is advised that any questions received less than ten calendar days prior to the RFP due date may not be answered.

- c. Except as stated below, the offeror and the offeror's agents may not contact any other state employee regarding the RFP, the evaluation, etc., during the solicitation and evaluation process.
 - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
 - 2) Offerors and their agents who have questions regarding this matter should contact the buyer.

4.3 Competitive Negotiation of Proposals:

- 4.3.1 The offeror is advised that under the provisions of this RFP, OSCA reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - a. Negotiations may be conducted in person, in writing, or by telephone.
- 4.3.2 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 4.3.3 The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless OSCA determines that a change in such requirements is in the best interest of the state of Missouri.

4.4 Evaluation of Offeror's Experience, Reliability, and Expertise of Personnel:

- 4.4.1 OSCA anticipates making multiple contract awards, i.e., more than one award, as a result of this RFP. OSCA reserves the right to reject any offer which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the offeror to meet mandatory general performance specifications; and/or 2) failure of the offeror to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the offeror within the past three years. As deemed in its best interests, OSCA reserves the right to clarify any and all portions of any offer.
- 4.4.2 The offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP. The offeror should also submit the qualifications of the personnel proposed to perform in accordance with the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor. The offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 4.4.3 The offeror should submit a copy of all licenses, certifications, accreditations, and/or permits required by state, federal, and/or local law, statute, or regulation to provide medical laboratory services. If not submitted with the proposal, OSCA reserves the right, prior to contract award, to request and obtain a copy of any licenses, certifications, accreditations, and/or permits required to provide medical laboratory services.
- 4.4.4 Offeror Information - The offeror should provide information about the offeror's organization on **Exhibit A**.

- 4.4.5 Prior Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor(s) where performance was similar to the required services of this RFP. The information may be shown on **Exhibit B** or in a similar manner.
- 4.4.6 Personnel Expertise - The offeror should utilize **Exhibit C** for summarizing the personnel information for proposed key personnel and may also submit resumes with additional information.
- a. The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this document.
 - b. Information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates of such experience, a description of the role of the person during such performances, results of the services performed, and specific services under this RFP for which the person is proposed for the treatment court.
- 4.4.7 Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 4.4.8 Description of Proposed Services - **Exhibit D** is provided for the offeror's use in providing information about the proposed method of performance. The offeror may also respond to the provisions in the Contractual Requirements by: (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then providing a description of how, when, by whom, with what, to what degree, why, where, etc. the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements of the RFP, and the offeror's ability to perform and methodology proposed to successfully perform in accordance with the requirements.
- 4.4.9 Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be utilized. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors, including management, supervisory, and other key personnel.

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, 2024.

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

OFFEROR NAME: Intoximeters, Inc.

<u>See attached Pricing Page/Terms for</u>	<u>Product/Service</u>	\$_____	firm, fixed price per each unit
<u>Breath Alcohol Testing Instruments</u>	<u>Product/Service</u>	\$_____	firm, fixed price per each unit
<u>and Supplies on Page 39.</u>	<u>Product/Service</u>	\$_____	firm, fixed price per each unit
_____	<u>Product/Service</u>	\$_____	firm, fixed price per each unit
_____	<u>Product/Service</u>	\$_____	firm, fixed price per each unit
_____	<u>Product/Service</u>	\$_____	firm, fixed price per each unit
_____	<u>Product/Service</u>	\$_____	firm, fixed price per each unit

Electronic Monitoring No Bid

Pricing per participant

per day: _____

per week: _____

per month: _____

Is there a minimum number of days? Yes_____No_____

If yes, please indicate number of days:_____

Deposit or Start Up fee required? Yes_____No_____

If yes, what is the cost?_____

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: _____

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: \$ No Bid per hour, or
\$ _____ per test

For the following county and circuit:

County: _____ Circuit: _____

County: _____ Circuit: _____

County: _____ Circuit: _____

County: _____ Circuit: _____

County: _____ Circuit: _____

County: _____ Circuit: _____

EXHIBIT A
OFFEROR INFORMATION

The offeror should provide the following information about their organization:
--

OFFEROR NAME: Intoximeters Inc.

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.

Intoximeters, Inc. was started in 1937 and was incorporated in 1945. Intoximeters has been in business for 75+ years.

- b. Describe the nature of the offeror's business and type of services performed, etc.

Manufacture and sales of breath alcohol testing instruments and supplies

- c. Provide a list of, and a short summary of information regarding the offeror's current contracts/clients. List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

Current contracts for Breath Alcohol Testing Instruments include:

MO DOT – Contract 60523C0406, State of Wisconsin – Contract 395505-S23-TRC3214-01, State of Utah – Contract MA 1957, State of Iowa – Contract 5007-15A. Intoximeters is the oldest and largest manufacturer of breath alcohol testing instruments for law enforcement and the workplace industry.

- c. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

Intoximeters is a privately owned company located in the State of Missouri. Executive Officers include:

M. Rankine Forester – Chief Executive Officer

Christopher H. Dalton - President

- e. Provide a list summarizing pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc., that could affect the offeror's ability to perform. Failure to list such litigation may result in rejection of the proposal or in termination of any subsequent contract.

None

- f. Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

Intoximeters is in GOOD STANDING with the State of Missouri.

EXHIBIT B

PRIOR EXPERIENCE REFERENCE

The offeror should copy and complete this form for each reference being submitted as a demonstration of the offeror's and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name: <u>Intoximeters Inc.</u>	
Subcontractor Name, if applicable: _____	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	Wisconsin Department of Transportation
Address of Reference Company: ✓ Street Address ✓ City, State, Zip	3502 Kinsman Boulevard Madison, WI 53707
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Melissa Kimball 606-243-2946 melissa.kimball@dot.wi.gov
Dates of Prior Services:	Customer is currently on Contract and has been doing business with Intoximeters since the early 1980s
Dollar Value of Prior Services:	Thousands of hand-held and hundreds of evidential instruments have been purchased by the State of Wisconsin During this time period.
Description of Prior Services Performed:	Customer is currently on contract with Intoximeters. Contract includes evidential and hand-held instruments and supplies.

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by OSCA for additional discussions regarding my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT C
PERSONNEL EXPERTISE SUMMARY

(Complete this Exhibit for personnel proposed. Resumes or summaries of key information should be provided)

OFFEROR NAME: Intoximeters, Inc. _____

Personnel	Background and Expertise of Personnel and Planned Duties
1. Tim Brewer _____ (Name) Regional Sales Manager _____ (Title) In-Field Sales/Service Support _____ (Proposed Role/Function)	Tim has been with Intoximeters for over 24 years providing sales and service to customers throughout the Midwest. He will manage the day-to-day needs associated with the instruments and customer support.
2. Jay Dee Dupree _____ (Name) Director of North American Sales & Marketing _____ (Title) _____ (Proposed Role/Function)	Jay Dee has been the Director of North American Sales for Intoximeters for 3 months and is responsible for the management of all sales and marketing related activities for the United States and Canada. Jay Dee reviews all contract documents and details for final approval. Post-award, he closely follows the project management of all domestic contracts of this size and scope to make sure that we have fulfilled all obligations under the contract and is available to all State personnel to help with any questions they may have.
3. Cindy Moreno _____ (Name) Customer Service Manager _____ (Title) Customer Service / Orders _____ (Proposed Role/Function)	Cindy has 30 years of experience as a Customer Service Manager, 18 of which have been with Intoximeters managing the daily operations of the Customer Service Department. She works closely with the Accounting, Technical and Shipping Departments to make sure customer orders are processed in an expeditious manner. Cindy maintains close communication and coordination with Senior Management to ensure the Customer Service Representatives are kept up-to-date on all products and services offered by Intoximeters. Cindy and her department are available to assist with ordering consumables and/or answering any questions a State agency may have.
4. Jeff Govero _____ (Name) Inside Sales Lead _____ (Title) Bid / Contract Manager _____ (Proposed Role/Function)	Jeff Govero has 4 years of experience with bid submission and contract management for along with 8 years of Inside Sales experience with Intoximeters. He has worked with Intoximeters for 8 years as part of the Sales and Marketing Team to ensure bids are complete and accurate and that contract renewals are executed efficiently.
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT D

METHOD OF PERFORMANCE

The offeror should use this Exhibit, or similar format, to present a written plan for performing the requirements specified in this Request for Proposal (RFP).

OFFEROR NAME: Intoximeters, Inc.

1. Describe testing procedures, including but not limited to the following:
 - a. What is provided with which to collect each sample (cups, chain of custody forms, mailing packets)?
Intoximeters manufactures and provides breath alcohol testing instruments and supplies. Please see attached Alco-Sensor III and Alco-Sensor FST product literature - Pages 40 - 43.
 - b. Describe how the sample is transported to the testing laboratory (U S Postal, Fed Ex, UPS, etc.).
There is no need for a lab. Results are provided within seconds on the instrument's screen.
 - c. Describe the methods of testing which are employed (LC/MS/MS, GS/MS, LC/MS, and/or Immunoassay methods).
The subject will blow into the instrument's mouthpiece. The breath sample is then analyzed using fuel-cell technology and the result is available within seconds on the instrument's screen.
 - d. Provide the testing cutoff levels which are available (100ng/mL, 250ng/mL, 500ng/mL, 1000 ng/mL). What cutoff level is recommended to safe guard against incidental false positives? _____ng/mL
The standard range of detection is .000 - .440 BrAC with other ranges available.
 - e. Describe the turnaround time for results.
Test Results will be available in under 5 seconds.
 - f. Describe how test results will be reported (by telephone, fax, vendor portal or e-mail).
Test Results are displayed on the LCD screen in a three digit format.
2. Describe the instruction or training provided to treatment court staff pertaining to properly collecting a sample and completing necessary documentation.
Intoximeters provides an e-manual and online training for the Alco-Sensor FST. There is a dedicated sales and service agents available for questions. as well as a technical and customer service department available Monday-Friday from 8am-5pm.
3. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
 - a. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.

Please see Page 44.
4. Along with a detailed organizational chart, the offeror should describe the following:
 - a. How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
Intoximeters builds approximately 1,000 handheld instruments per month. Given our production track record, lead times and quantities required under this contract will be easily met.
 - b. Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure the completion of all requirements on time and on target. If the offeror has other ongoingcontracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the state of Missouri.
Intoximeters has a dedicated sales and service agent as well as a technical and customer service department to assist in instrument orders and distribution.

EXHIBIT D, cont.

METHOD OF PERFORMANCE

OFFEROR NAME: Intoximeters, Inc.

5. Outside United States - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <u> </u>	No <u> x </u>
Describe and provide details: Intoximeters Alco-Sensor line of breath alcohol testing instruments is manufactured in St. Louis, MO.		

EXHIBIT E

EMPLOYEE BIDDING/CONFLICT OF INTEREST

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

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

RFP MO OSCA 23-01792

**PRICING PAGE
AND TERMS**

Item	Qty	Price Each
Alco-Sensor FST/Part #40-2010-00	1	\$420.00
	2-9	\$415.00
	10-19	\$395.00
	20+	\$365.00
Alco-Sensor III / Part #12-0210-00	1+	\$348.00
108L Dry Gas (.082)C / Part #22-0080-01	1+	\$170.75
1.5 LPM Regulator / Part #22-0200-00	1+	\$124.50
6 LPM Regulator / Part #22-0640-00	1+	\$124.50
ASFST Mouthpiece / Part #23-0120-00	200-499	\$0.29
	500-999	\$0.28
	1000-4999	\$0.26
	5000-9999	\$0.24
	10000+	\$0.21
ASIII Mouthpiece / Part #23-0040-00	200-499	\$0.29
	500-999	\$0.28
	1000-4999	\$0.26
	5000-9999	\$0.24
	10000+	\$0.21

Terms:

1. Intoximeters agrees to hold the above pricing firm through June 30, 2024.
2. For any subsequent renewal options the Missouri Office of State Courts Administration chooses to exercise, Intoximeters reserves the right to increase the above pricing.

Intoximeters

Experience • Service • Integrity



Alco-Sensor® III

Evidential-grade, handheld breath alcohol tester

Made in the U.S.A.

Since 1945, Intoximeters, Inc., the oldest operating breath alcohol instrument manufacturer in the world, has been manufacturing the highest quality instrumentation to assist in DUI enforcement.

Since the 1970's, the Alco-Sensor® line of handheld breath alcohol detectors has defined and has been at the forefront of innovation in the handheld breath alcohol analyzer market. With over 500,000 instruments placed into service, Intoximeters has an advantage over its competitors. It has market knowledge and experience acquired through the customer feedback from our more than 70 years in business.

Intoximeters, Inc. developed the first evidential grade fuel cell based breath alcohol analytical system. We have been the pioneer in improving the fuel cell sensor's stability and longevity. The data shows that our instruments are the highest quality analytical sensors available in the law enforcement market today, and our record indicates that we offer the longest lasting fuel cell sensors available.

The Alco-Sensor III is a pocket-sized, evidential-grade, handheld breath alcohol tester that provides a simple, accurate, and economical method for determining a subject's breath alcohol concentration.

The instrument offers last test recall, a mouthpiece ejector for hygiene, an internal temperature sensor for software-controlled temperature compensation, and automated calibration. It features a large, bright, three-digit display that captures and holds the results, and can be read in low light and nighttime operations with ease.

Simplified operation allows for a single button activation to initiate the automated sample analysis.

As a NHTSA-approved evidential-grade device, the Alco-Sensor III is relied upon by State, County, and Municipal Police Departments, as well as Military Police and Highway Patrol.

Intoximeters

Analytical System

Utilizes an Intoximeters electrochemical fuel cell sensor which generates an electrical response that is proportional to the Breath Alcohol Concentration in the provided, fixed volume sample. The fuel cell sensor is highly selective for alcohol. It does not respond to acetone or other substances found in the human breath after a fifteen minute deprivation period.

Measurement Types

Direct Test / Manual Sample
Passive Test / Manual Sample
Headspace Test / Manual Sample

Measurement Range

.000 to .500 g/210L (custom ranges and units of measure are available)

Accuracy and Precision

Meets the NHTSA model specifications for Evidential Breath Test Devices

Environmental Limitations

Instrument is designed to be used and has a proven track record in most all environments that an operator exposes breath alcohol testing instruments to. Instrument operates in a wide range of temperatures, ambient humidity, and ambient pressures.

Mouthpiece

Direct Sample - Available in two models: standard straight through, or optional one-way/check valve configuration
Headspace Sample - not required to perform test

Visual Output

A large, high visibility, red LED display

Data Storage

Last test

Power Options

Disposable Batteries - 1 x 9V alkaline battery
Optional Rechargeable Batteries - 1 x 9V rechargeable (battery charger sold separately)

Case Construction

Instrument - Impact resistant ABS plastic
Carrying Case - Blow molded plastic case is provided in standard package

Physical

Instrument Dimensions - 5.0" x 3.5" x 1.25"
Instrument Weight (with batteries) - 0.38 lbs
Standard Carrying Case Dimensions - 7" x 3.5" x 9"
Standard Carrying Case Weight (loaded) - 1.35 lbs

Approvals

NHTSA (US DOT) EBT, Inquire for list of approved US States or certifications in countries outside of the USA. CE Mark

Standard Package Includes

Printed Manual
25 Mouthpieces

Instrument Options

Mouthpiece Ejector Kit

Alco-Sensor® III

Evidential-grade, handheld breath alcohol tester



Training

Intoximeters offers in person training and has a variety of training tools available to help a user cascade training to their own operators. Contact our training department (for more information see Training section of our website at www.intox.com/training)

Intoximeters

Experience • Service • Integrity



Alco-Sensor FST®

Evidential-grade, handheld breath alcohol tester with a patented rear-facing display designed for officer safety

Made in the U.S.A.

Since 1945, Intoximeters, Inc., the oldest operating breath alcohol instrument manufacturer in the world, has been manufacturing the highest quality instrumentation to assist in DUI enforcement.

Since the 1970's, the Alco-Sensor® line of handheld breath alcohol detectors has defined and has been at the forefront of innovation in the handheld breath alcohol analyzer market. With over 500,000 instruments placed into service, Intoximeters has an advantage over its competitors. We have market knowledge and experience acquired through the customer feedback from more than 70 years in business.

Intoximeters, Inc. developed the first evidential grade fuel cell based breath alcohol analytical system. We have been the pioneer in improving the fuel cell sensor's stability and longevity. Data shows that our instruments are the highest quality analytical sensors available in the law enforcement market today, and our records indicate that we offer the longest lasting fuel cell sensors available.

Handheld breath test devices are often used in an uncontrolled environment. Frequently they are enlisted at the side of the road, most often at night and sometimes with a combative suspect. Designing the device to be easy to use with a form factor and operating protocol that reduces danger to the operator was a need that Intoximeters identified and met.

The following features of the Alco-Sensor FST are some of the reasons we have sold more evidential handheld breath alcohol detection instruments than all other manufacturers combined:

Fuel Cell Performance:

- Highest quality instruments for accuracy and precision available
- Longest lived fuel cells available in the market today

Officer Safety Features:

- Patented Rear Facing Display –
 - allows the operator to view the instrument's display while remaining in control of the subject and monitoring the surrounding environment.
 - orients the subject in a manner that s/he is away from the officers sidearm
- Lighted Mouthpiece Guide – Assists in attaching the mouthpiece in low light conditions
- Unique Lever and Snap mouthpiece:
 - makes proper mouthpiece installations quick and easy
 - diverts the subject's breath away from the operator during the sample collection process.

A Variety of Testing Methods:

- Direct Subject Testing with Automatic and/or Manual Sampling
- Passive Testing Mode with Automatic and/or Manual Sampling
- Manual Sampling the headspace of an open container for alcohol content

Sure-grip™ Sleeve:

- Soft Touch surface for reliable, comfortable grip
- Enhanced impact resistance
- Includes a display lens that offers additional protection for the display
- Includes magnets within the sleeve to adhere the device to the frame of the police vehicle, if not the hood. This reduces the likelihood of loss or damage in the midst of an arrest.
- Easy change battery access design makes changing batteries while the grip is on simple and quick.

Intoximeters

Analytical System

Utilizes an Intoximeters electrochemical fuel cell sensor which generates an electrical response that is proportional to the Breath Alcohol Concentration in the provided, fixed volume sample. The fuel cell sensor is highly selective for alcohol. It does not respond to acetone or other substances found in the human breath after a fifteen minute deprivation period.

Measurement Types

Direct Test / Manual Sample
Direct Test / Automatic Sample
Passive Test / Manual Sample
Passive Test / Automatic Sample
Headspace Test / Manual Sample

Measurement Range

.000 to .440 g/210L (custom ranges and units of measure are available)

Accuracy and Precision

Meets the NHTSA model specifications for Evidential Breath Test Devices

Environmental Limitations

Instrument is designed to be used, and has a proven track record in almost any environment that law enforcement could expose breath alcohol testing instruments to. Instrument operates in a wide range of temperatures, ambient humidity, and ambient pressures.

Mouthpiece

Direct Sample - The Intoximeters-designed mouthpiece provides both a "lever and snap" alignment for simple installation and provides a tested and proven mouthpiece that produces accurate and repeatable results.
Passive Sample - Passive cup adapter
Headspace Sample - drink sniffer adapter

Visual Output

Easy to read backlit, multi-colored graphic display and lighted mouthpiece guide

Audio Output

Audible tone to support visual messaging

Data Storage

Last test

Power Options

Disposable Batteries - 2 1.5V AA alkaline batteries
Optional Rechargeable Batteries - 2 NiMH batteries (battery charger sold separately)

Case Construction

Instrument - ABS/Polycarbonate with a yellow rubber Sure-grip™ sleeve. The Sure-grip™ sleeve is also available, upon request, in black or blue.
Carrying Case - Blow molded plastic case is provided in standard package

Physical

Instrument Dimensions - 4.75" x 2.75" x 1.75"
Instrument Weight (with batteries) - 0.47 lbs
Standard Carrying Case Dimensions - 7" x 3.5" x 9"
Standard Carrying Case Weight (loaded) - 1.3 lbs

Approvals

NHTSA (US DOT) EBT, Inquire for list of approved US States or certifications in countries outside of the USA. CE Mark

Alco-Sensor FST®

Evidential-grade, handheld breath alcohol tester with a patented rear-facing display designed for officer safety



Magnets on both sides of the instrument strongly adhere to ferrous metal surfaces such as a car, to prevent instrument loss during the heat of an arrest.



Standard Package Includes

eManual
25 Mouthpieces
Magnets on both sides of instrument sleeve
Access to online web-based training

Training

Access to online web-based training with instrument serial number.

Intoximeters Organizational Chart

June 2023

OSCA 23-01792 Drug/Alcohol Testing Equipment and Services

