

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

RFP NO. OSCA 23-01792

CONTACT: Mitchell Bonine

TITLE: Drug/Alcohol Testing Equipment

PHONE NO.: (573) 522-6766

Monitoring Equipment & Services E-MAIL: osca.contracts@courts.mo.gov

Proposal submission: Proposals may be 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

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State, Zip		
E-Mail Address		
Telephone Number	Facsimile Number	

Notice Of Award (OSCA Use Only)

Accepted By Office Of State Courts Administrator As Follows		
Contract No.		Contract Period
Contracts Section	Date	Deputy State Courts Administrator

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 Bio analysts.

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 there to 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, 2027.

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

OFFEROR NAME: _____

_____ 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: _____

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: \$_____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: _____

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the offeror's business and type of services performed, etc.
- 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.
- d. 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.
- 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.
- 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.

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: _____	
Subcontractor Name, if applicable: _____	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company: ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Prior Services:	
Dollar Value of Prior Services:	
Description of Prior Services Performed:	

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: _____

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
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: _____

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)?
 - b. Describe how the sample is transported to the testing laboratory (U S Postal, Fed Ex, UPS, etc.).
 - c. Describe the methods of testing which are employed (LC/MS/MS, GS/MS, LC/MS, and/or Immunoassay methods).
 - 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
 - e. Describe the turnaround time for results.
 - f. Describe how test results will be reported (by telephone, fax, vendor portal or e-mail).
2. Describe the instruction or training provided to treatment court staff pertaining to properly collecting a sample and completing necessary documentation.
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.
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.
- 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 ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the state of Missouri.

EXHIBIT D. cont.

METHOD OF PERFORMANCE

OFFEROR NAME: _____

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 _____	No _____
Describe and provide details:		

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		
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:		_____ %

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
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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
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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).

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.

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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.

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- 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

of a proposal and the award of a contract.

- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from OSCA to the successful vendor. OSCA reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by OSCA based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the 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

Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the 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