



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN JANUARY 30, 2019 TO:

Steven W. Beeson, Procurement Officer I
steven.beeson@doc.mo.gov
(573) 526-6590 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
January 8, 2019	Chad Cooper, Lab Manager PDC Laboratories, Inc. 1805 W. Sunset Springfield, MO 65807	Amendment 001 Y17708504	Wastewater Testing for Missouri Department of Corrections Ozark Correctional Center

CONTRACT Y17708504 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 3.1.2 and 3.1.3. on page 10, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of November 1, 2018 through October 31, 2019.

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

If in agreement, the contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: PDC Laboratories Inc.

Mailing Address: 1805 W. Sunset

City, State, Zip: Springfield, MO 65807

Telephone: 417-864-8924

Fax: 417-864-7081

MissouriBUYS SYSTEM ID: _____

Email: ccooper@pdclab.com

Authorized Signer's Printed Name and Title: Chad Cooper, Laboratory Manager

Authorized Signature: _____

Date: 1/8/2019

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Alana Boyles
Alana Boyles, Director, Division of Adult Institutions

1-11-19
Date

INVITATION FOR BID



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

**Buyer of Record:
Beth Lambert, CPPB
Purchasing Manager
Telephone: (573) 526-6494
Beth.Lambert@doc.mo.gov**

IFB931Y17708504

**Wastewater Testing
FOR
Department of Corrections
Ozark Correctional Center**

**Contract Period:
Date of Award through One Year**

**Date of Issue: July 12, 2017
Page 1 of 47**

Bids Must Be Received No Later Than:

2:00 p.m., August 9, 2017

Bids may be submitted electronically through MissouriBUYS only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED** and be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

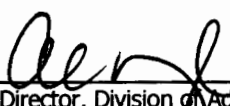
We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: PDC Laboratories Inc.
Mailing Address: 1805 W. Sunset
City, State, Zip: Springfield, MO 65807
Telephone: 417-864-8924 Fax: 417-864-7081
MissouriBUYS SYSTEM ID# NA
Email: ccooper@pdclab.com

Authorized Signer's Printed Name and Title: Chad Cooper, Laboratory Manager

Authorized Signature:  Bid Date: 8-7-2017

NOTICE OF AWARD: This bid is accepted by the Missouri Department of Corrections as follows: **In its entirety.**

 Contract No. **Y17708504**
Alana Boyles, Director, Division of Adult Institutions 11-1-17
Date

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

Instructions for Submitting a Solicitation Response

The Department of Corrections is now posting some of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, bidders now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save bidders the expense of submitting a hard copy response and to provide bidders both the ease and the timeliness of responding from a computer, bidders are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.).

Notice: The bidder is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the bidder and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the bidder must first register as a vendor with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the bidder should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the bidder's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the bidder must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the bidder must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the bidder should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Bidders should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered bidder responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf.

- Bidders are encouraged to submit their entire bid electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a bidder may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered bidder electronically submits a solicitation response and also mails hard copy documents that are not identical, the bidder should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document has been issued, please follow these steps to accept the addendum document(s).

EXHIBIT A**PRICING PAGE**

The offeror shall provide a firm, fixed price per sample for the following methods and matrices. All costs associated with providing the services required in this IFB shall be included in the firm, fixed prices

Wastewater			
Line Item	Analysis Type	Method	Original Contract Period Firm, Fixed Price
001	Bio-Chemical Oxygen Demand (BOD)	SM 5210B	\$ <u>25.00</u> Per Sample
002	Solids - Total Suspended Solids (TSS)	SM 2540D	\$ <u>11.00</u> Per Sample
003	Nitrate - N	US EPA 300.0	\$ <u>16.00</u> Per Sample
004	Ammonia - N	US EPA 350.1	\$ <u>27.00</u> Per Sample
005	Oil & Grease - Total	US EPA 1664	\$ <u>55.00</u> Per Sample
006	E. Coli	SM9223B - QT	\$ <u>25.00</u> Per Sample
007	Aluminum	US EPA 200.7	\$ <u>17.00</u> Per Sample
008	Iron	US EPA 200.7	\$ <u>17.00</u> Per Sample
009	Phosphorus	US EPA 200.7	\$ <u>17.00</u> Per Sample
010	Arsenic	SW 6010	\$ <u>10.00</u> Per Sample
011	Barium	SW 6010	\$ <u>10.00</u> Per Sample
012	Cadmium	SW 6010	\$ <u>10.00</u> Per Sample
013	Chromium	SW 6010	\$ <u>10.00</u> Per Sample
014	Final pH	SW 1311	\$ <u>10.00</u> Per Sample

EXHIBIT A, PRICING PAGE, CONTINUED

Line Item	Analysis Type	Method	Original Contract Period Firm, Fixed Price
015	Lead	SW 6010	\$ <u>10.00</u> Per Sample
016	Mercury	SW 7470	\$ <u>10.00</u> Per Sample
017	Selenium	SW 6010	\$ <u>10.00</u> Per Sample
018	Silver	SW 6010	\$ <u>10.00</u> Per Sample

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

All increases or decreases shall be calculated against the **original** contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + <u>0</u> %	or	Original Price - <u>0</u> %
Second Renewal Period	Original Price + <u>0</u> %	or	Original Price - <u>0</u> %

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

Exhibit A, Pricing Page, continued on next page

EXHIBIT A, PRICING PAGE, CONTINUED**Details About Payment Terms:**

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

0 % discount off total invoice price if paid within NA calendar days of the Department's receipt of invoice.

Check here if the state purchasing card (Visa) is acceptable as a method of payment: YES Yes, acceptable

Web Site:

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

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specification contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: PDC Laboratories Inc.

Authorized Signature:  Printed Name: Chad Cooper

Date: 8-7-2017 Email: ccooper@pdclab.com

EXHIBIT B

BIDDER INFORMATION

The bidder should provide the following information about the bidder's organization:

- 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 bidder's business, type of services performed, etc. Identify the bidder's website address, if any.
- c. Provide a list of and a short summary of information regarding the bidder's current contracts/clients. List, identify, and provide reasons for each contract/client gained and lost in the past 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.

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
 2. Select the **Solicitations** tab.
 3. Select **View Current Solicitations**.
 4. Select **My List**.
 5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
 6. Click on **Review Response** from the navigation bar.
 7. Click on **Retract** if your response needs to be revised.
 8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
 9. Click on **Respond** and revise as applicable.
 10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

End of Instructions for Submitting Solicitation Response

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Exhibit A -	Pricing Page
Exhibit B -	Bidder Information
Exhibit C -	Current/Prior Experience
Exhibit D -	Expertise of Personnel
Exhibit E -	Method of Performance
Exhibit F -	Participation Commitment
Exhibit G -	Document of Intent to Participate
Exhibit H -	Business Entity Certification, Enrollment Documentation & Affidavit of Work Authorization
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Exhibit J -	Miscellaneous Information

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1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive, sealed bids for the provision of chemical analysis of wastewater for the Missouri Department of Corrections (hereinafter referred to as "Department") Ozark Correctional Center (hereinafter referred to as "OCC") as set forth herein.

1.2 Questions Regarding the IFB:

- 1.2.1 IFB Questions - It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the bidder believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the bidder's ability to submit a bid.
- a. Except as may be otherwise stated herein, the bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the buyer.
 - 1) The bidder may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the buyer. It is preferred that questions be e-mailed to the buyer at Beth.Lambert@doc.mo.gov.
 - c. The Department will attempt to ensure that a bidder receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB amendment as the questions and issues did not provide further clarity to the IFB. All bidders will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

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

1.3 Background and Historical Usage Information:

- 1.3.1 The Ozark Correctional Center is a minimum security male institution which houses approximately 738 offenders. The Ozark Correctional Center is located at 929 Honor Camp Road, Fordland, Missouri 65652.

- 1.3.2 In order for the Department to maintain compliance with the Missouri Department of Natural Resources, the Department is required to test the wastewater at the OCC on a weekly basis.
- 1.3.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Bid.

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

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

2.1 General Requirements:

- 2.1.1 The contractor shall provide the provision of waste water testing for the Department of Corrections (hereinafter referred to as the Department), Ozark Correctional Center (hereinafter referred to as OCC) in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.1.2 The contractor must be Environmental Protection Agency (EPA) certified to provide waste water analysis services. In addition, the contractor should maintain an accreditation to provide all other methods for chemical analysis.
- 2.1.3 The contractor shall provide the required services on an as needed basis to the sole satisfaction of the state agency.
 - a. The State of Missouri makes no guarantee as to a minimum or maximum amount of the contractor's services that may be required.

2.2 Performance Requirements:

- 2.2.1 Upon determination of the need for the contractor's services, the Department shall contact the contractor to request shipping coolers for shipping the samples to the contractor for analysis.
- 2.2.2 The contractor shall provide pre-preserved and pre-labeled sample bottles for sample collection to the Department.
- 2.2.3 The Department shall ship the wastewater samples in contractor provided shipping coolers to the contractor for analysis.
- 2.2.4 The contractor must perform sample preparation and analysis for all samples in accordance with the applicable and acceptable methods as identified on **EXHIBIT A, Pricing Page**.
 - a. The contractor must comply with the holding time established or accepted by the EPA for each sample preparation and analysis method
 - b. The contractor must comply with the quality control requirements and procedures specified in each of the individual sample preparation and analysis methods.
- 2.2.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.3 Reporting Requirements:

- 2.3.1 Within ten (10) calendar days of receipt of a sample by the contractor, the contractor shall submit a final analysis report of the sample(s) analyzed to the state agency. The contractor shall include the following in the final analysis report:
 - a. The contractor's laboratory sample identification number.

- b. The Department's sample identification number.
 - c. A list of each analyte with the quantified result or detection limit for each.
 - d. The reference number of the method of analysis used for each analyte.
 - e. The units of concentration for each analyte.
 - f. The date prepared and the date analyzed for each analyte.
- 2.3.2 The contractor must submit complete final analysis reports, including all supporting documentation, by mailing the reports to the OCC at the following address:

Missouri Department of Corrections
Ozark Correctional Center
Attn: Larry Trap
929 Honor Camp Lane
Fordland, Missouri 65652

2.4 Invoicing and Payment Terms:

- 2.4.1 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page** and shall issue one invoice per order.
- 2.4.2 If the Department issues a purchase order, an itemized invoice shall be emailed to doc.payables@doc.mo.gov or mailed to:
- Accounts Payable/OCC
Missouri Department of Corrections
Fiscal Management Unit
PO Box 236
Jefferson City, MO 65102
- 2.4.3 Each invoice submitted must be specific to one purchase order number, referenced on the invoice, 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. Emailed invoices should contain the purchase order number in the subject line.
- 2.4.4 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.4.5 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.
- 2.4.6 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>
- 2.4.7 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the items.
- 2.4.8 The contractor shall understand and agree the Department reserves the right to make contract payments to the contractor through Electronic Funds Transfer (EFT). Each contractor invoice must be on the

contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

- 2.4.9 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges. **The state purchasing card shall not be charged until the items are received and accepted.**
- a. If the state purchasing card (Visa) will be used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day.
- 2.4.10 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.
- 2.4.11 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to, taxes, lodging, per diem costs, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.4.12 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever. including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

END OF PART TWO: SCOPE OF WORK

3. GENERAL CONTRACTUAL REQUIREMENTS:

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

3.1 Contractual Requirements:

- 3.1.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.1.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.1.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 3.1.4 Contract Price - All prices shall be as indicated on the Pricing Page. The state shall not pay 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.
- a. Prices shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.
- 3.1.5 Termination - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 3.1.6 Transition - Upon award of the contract, the contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.
- a. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Department.
- 3.1.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.
- 3.1.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
 - d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 3.1.9 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.
- a. The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.
 - b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- 3.1.10 No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at [http:// oa.mo.gov/sites/default/files/bswaffidavit.doc](http://oa.mo.gov/sites/default/files/bswaffidavit.doc) or another affidavit providing the same information.

- 3.1.11 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the bid must be with individual(s) of equal or better qualifications than originally proposed.
- 3.1.12 Authorized Personnel: The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
 - b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - d. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 3.1.13 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.1.14 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the

contract shall be made available by the contractor to the Department or the Department throughout the effective period of the contract.

- 3.1.15 Order Quantities - The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.
- 3.1.16 Substitution of Products - The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Department.
- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
 - b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Department shall be the final authority as to acceptability of any proposed substitution.
 - c. Any item substitution shall require a formal contract amendment authorized by the Department prior to the state acquiring the substitute item under the contract.
 - d. The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.
- 3.1.17 Delivery Performance - The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the Department upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the Department's dock or other designated unloading site as requested by the Department. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the Department
- 3.1.18 Property of State – The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.
- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- 3.1.19 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.

- b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 3.1.20 The contractor shall not perform any work under the contract that by Missouri law (section 290.250, RSMo) requires prevailing wage. The contractor must notify the Department if any requested work would involve prevailing wage; the Department shall then arrange for said work outside the subject contract in accordance with Missouri law.
- 3.1.21 Inventions, Patents, and Copyrights - If any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.
- 3.1.22 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- a. Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the Department is obtained and unless they clearly state the following as provided by the Department:
 - 1) The percentage of the total costs of the program or project which will be financed with Federal funds;
 - 2) The dollar amount of Federal funds for the project or program; and
 - 3) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

4.1 Submission of Bids:

- 4.1.1 On-line Bid - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The registered vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuy.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
 - b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
 - c. If a registered vendor submits an electronic and hard copy bid response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 4.1.2 Hard Copy Bid - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. The bid should be page numbered.
 - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
- 4.1.3 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 4.1.4 Submission of Information – To facilitate the evaluation process, the bidder is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit any information if it is not included with the bid. The bidder's failure to submit information with the bid, including pricing and renewal information, may cause an adverse impact on the evaluation of the bid.
- 4.1.5 Contact – Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first

page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

- 4.1.6 Compliance with Terms and Conditions – The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

4.2 Evaluation and Award Process:

- 4.2.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best bid.

Cost	50
Bidder's Experience, Reliability, and Expertise of Personnel	35
Method of Performance	15
TOTAL	100

- 4.2.2 After an initial screening process, a question and answer conference or interview may be conducted with the bidder, if deemed necessary by the Department. In addition, the bidder may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the bidder's expense. All arrangements and scheduling shall be coordinated by the Department.
- 4.2.3 Open Competition – Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
- a. The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

4.3 Evaluation of Cost:

- 4.3.1 Pricing – The bidder shall submit firm, fixed pricing for each line item on the Pricing Page, Exhibit A, including pricing for all renewal periods. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed.
- 4.3.2 Cost Evaluation – For cost evaluation purposes only, line item pricing shall be evaluated by multiplying the bidder's cost per sample for each line item by an estimated quantity of twelve (12).
- a. The evaluation of cost will include the original and any potential renewal periods.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \frac{\text{Maximum Cost Evaluation points (100)}}{100} = \text{Assigned Cost Points}$$

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

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

4.4.1 Experience and reliability of the bidder's organization will be considered subjectively in the evaluation process. Therefore, the bidder is advised to submit information concerning the bidder's organization and information documenting the bidder's experience in past performances, especially those performances related to the requirements of this IFB. If the bidder is proposing an entity other than the bidder to perform the required services, the bidder should also submit the information requested for such proposed subcontractor.

- a. Bidder Information - The bidder should provide information about the bidder's organization on Exhibit B
- b. Experience - The bidder should provide information related to previous and current services/contracts of the bidder or bidder's proposed subcontractor where performance was similar to the required services of this IFB. The information may be shown on Exhibit C, or in a similar manner.
 - 1) As part of the evaluation process, the State of Missouri may contact the bidder's references, including references not listed or identified within the bidder's bid but who have current or previous experiences with the bidder.
 - 2) The bidder shall agree and understand that the State of Missouri is not obligated to contact the bidder's references.

4.4.2 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB, whether from the bidder's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. Personnel Expertise - The bidder should provide the information requested on Exhibit D for each key person proposed to provide the services required herein. If additional personnel resources are available, the bidder may provide information for such personnel by completing Exhibit D.
 - 1) 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 IFB.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- b. Personnel Qualifications - If personnel are not yet hired, the bidder 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.
- c. Licenses - The bidder should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the bid, the State of Missouri reserves the right to request and obtain

a copy of any license or certification required to perform the defined services prior to contract award.

4.5 Evaluation of Method of Performance:

- 4.5.1 Bids will be subjectively evaluated based on the bidder's plan for performing the requirements of the IFB. Therefore, the bidder should present information which demonstrates the method or manner in which the bidder proposes to satisfy these requirements and which confirms the bidder's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.5.2 Description of Proposed Services - Exhibit E is provided for the bidder's use in providing information about the proposed method of performance. The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
- 4.5.3 Preprinted Marketing Materials – The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- a. It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.
- 4.5.4 Bid Detail Requirements and Deviations – It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- a. Bidders should note: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

4.6 Organizations for the Blind and Sheltered Workshop Preferences:

- 4.6.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- 4.6.2 In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
- a. The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an

amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

- b. The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
 - 1) Participation Commitment - The bidder must complete Exhibit F, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - 2) Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- d. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- e. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- f. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

4.7 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference:

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

- 1) The bidder must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) In order to receive evaluation consideration for participation by the SDVE, the bidder must provide the following information with the bid:
 - ✓ Participation Commitment - The bidder must complete Exhibit F, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the bid is a qualified SDVE, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - ✓ Documentation of Intent to Participate - The bidder must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
 - ✓ Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DEPARTMENT or to the Office of Administration, Division of Purchasing and Materials Management, the bidder must provide the following Service-Disabled Veteran (SDV) documents:
 - a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
 - a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

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

- b. Commitment - If awarded a contract, the SDVE participation committed to by the bidder on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
 - 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

- 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.8 Other Bid Submission Requirements:

- 4.8.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a "business entity" (Section: 285.0525 Definitions. RSMO 285.525), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of Exhibit H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit H must be submitted prior to an award of a contract.
- 4.8.2 Debarment Certification – The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., Exhibit I with the bid. This document must be satisfactorily completed prior to award of the contract.
- 4.8.3 Miscellaneous Information – The bidder should complete and submit Exhibit J, Miscellaneous Information.
- 4.8.4 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

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

For Exhibit B, Part a

Company Summary:

PDC Laboratories, Inc. is a wholly-owned subsidiary of Coulter Companies, Inc. Coulter Companies, Inc. was founded (as Peoria Disposal Company) in 1923 by John Coulter and continues to be operated as a family-owned business by the 3rd and 4th generations of the Coulter family. Coulter Companies has expanded into a full service environmental company that now includes 3 operating landfills, a non-hazardous liquid waste treatment plant, 4 recycling and processing centers, one RCRA hazardous waste stabilization facility, 3 environmental testing laboratories, an environmental engineering firm and numerous waste hauling and trash collection transportation facilities.

PDC Laboratories was incorporated in 1981 in Peoria, Illinois to provide analytical testing for PDC's landfills as well as servicing surrounding municipalities and industry. By 1995 the lab was rapidly outgrowing its space and moved into a new 26,000 square-foot, state of the art facility. Since then, PDC Laboratories has grown and is now comprised of four full service, independent laboratories supporting diverse clients in the industrial, environmental and government sectors. The addition of the the Missouri locations, in McHenry, Il, Florissant, Mo and Springfield, Mo, has allowed for continued growth and enabled the company to expand its excellent tradition of personal customer care to a broader market area.

Or from the Website....

Our History

Peoria Disposal Company (PDC) was founded by John Coulter in 1923. By 1980, PDC had grown from a one-man garbage collection operation into a large solid waste disposal company. In 1983, John Coulter's grandson Royal Coulter became the third generation of Coulters to lead the company. Under Royal's guidance, PDC realized rapid growth with the acquisition of AREA Disposal Service. From 1987 to 1992, PDC acquired nearly 30 companies located in central Illinois consisting of four landfills, 200 trucks, 100 pieces of heavy construction equipment, a non-hazardous liquid waste treatment plant, four recycling and processing centers, and one RCRA hazardous waste

stabilization facility. By 2012, the company had evolved into Coulter Companies, Inc. composed of 17 different companies with over 500 employees.

PDC Laboratories was incorporated in 1981 in Peoria, Illinois to provide analytical testing for PDC's landfills as well as servicing surrounding municipalities and industry. By 1995 the lab was rapidly outgrowing its space and moved into a new 26,000 square-foot, state of the art facility. Since then, PDC Laboratories has made acquisitions of three other environmental labs: Katalyst Labs (1999), Daily Analytical Labs (1999), and Environmetrics (2006) located near St. Louis, MO.

Early in its history, the laboratory was tasked to provide analytical support for other affiliated PDC companies that included a RCRA subtitle C landfill, a non-hazardous wastewater treatment facility, an environmental emergency response team, a remediation company, an environmental engineering firm and several solid waste landfills. As a result of these relationships, there are many internal resources available for environmental compliance assistance, regulatory training for staff and expertise available to our clients.

PDC Laboratories, Inc. currently provides analysis for over 7,000 customers annually. Over 10,000 samples are received on a monthly basis by our facilities in Peoria, Illinois, Florissant, Missouri and Springfield, Missouri. The majority of matrices include solid waste, hazardous waste, groundwater, wastewater and drinking water. Specialized analytical testing includes highly sensitive dioxin testing, transformer oil testing and hexavalent chromium analysis. Our testing results are used by clients to address many EPA Federal and State programs including NPDES discharges, drinking water regulations, RCRA site investigations, stormwater, industrial process control, and permitting for proper waste disposal.

For Exhibit B, Part b

PDC Laboratories, Inc. offers analytical capabilities for:

- **RCRA Investigations & Compliance**
- **Drinking Water Analyses**
- **Clean Water Act Compliance**
- **Groundwater Monitoring**
- **Waste Characterization Analyses**
- **Treatability Studies**
- **Wastewater Analyses**
- **UST Analyses**

Bacteriological Analyses

Field Sampling

Dedicated Project Managers

Courier Service

Electronic Deliverables

State-of-Art LIMS

RCRA Investigations & Compliance

Drinking Water Analyses

Clean Water Act Compliance

Groundwater Monitoring

Waste Characterization Analyses

Treatability Studies

Wastewater Analyses

UST Analyses

www.pdclab.com

For Exhibit B, Part c

I would just attach the references here

For Exhibit B, part d

Erin will send over an updated org chart.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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

Offeror Name or Subcontractor Name: <u>PDC Laboratories, Inc.</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For)	
Name of Reference Company/Client:	MDOC, Ozark Correctional Center
Address of Reference Company/Client:	929 Honor Camp Lane Fordland, MO 65652
Reference Contact Person Name, Phone #, and E-mail Address:	Mr. Larry Trapp, (417)767-4491, larry.trappjr@oa.mo.gov
Title/Name of Service/Contract	Laboratory Services
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	
Size of Service/Contract (in terms of offeror's total amount of business)	<1%
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	Annual, quarterly and monthly wastewater analysis.
Personnel Assigned to Service/Contract (include position title):	Chad Cooper, Project Manager
Attach sample of results/work, if applicable	General examples provided

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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

Offeror Name or Subcontractor Name: <u>PDC Laboratories, Inc.</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For)	
Name of Reference Company/Client:	City of Springfield WWTP
Address of Reference Company/Client:	3301 S FF Highway Springfield, MO 65807
Reference Contact Person Name, Phone #, and E-mail Address:	Ms. Stephanie Gott, (417)891-1600 x130, sgott@springfieldmo.gov
Title/Name of Service/Contract	Laboratory Services
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	
Size of Service/Contract (in terms of offeror's total amount of business)	<1%
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	Annual, quarterly and monthly wastewater analysis.
Personnel Assigned to Service/Contract (include position title):	Chad Cooper, Project Manager
Attach sample of results/work, if applicable	General examples provided

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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

Offeror Name or Subcontractor Name: <u>PDC Laboratories, Inc.</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For)	
Name of Reference Company/Client:	City Utilities
Address of Reference Company/Client:	5701 S Kissick Ave Springfield, MO 65804
Reference Contact Person Name, Phone #, and E-mail Address:	Mr. Ted Salveter, (417)831-8848, ted.salveter@cityutilities.net
Title/Name of Service/Contract	Laboratory Services
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	
Size of Service/Contract (in terms of offeror's total amount of business)	<1%
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	Annual, quarterly and monthly wastewater analysis.
Personnel Assigned to Service/Contract (include position title):	Chad Cooper, Project Manager
Attach sample of results/work, if applicable	General examples provided

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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

Offeror Name or Subcontractor Name: <u>PDC Laboratories, Inc.</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For)	
Name of Reference Company/Client:	Missouri Department of Natural Resources
Address of Reference Company/Client:	PO Box 176 Jefferson City, MO 65102
Reference Contact Person Name, Phone #, and E-mail Address:	Mr. Kevin Thoenan: (573)526-6972, kevin.thoenen@dnr.mo.gov
Title/Name of Service/Contract	C308129001 Chemical analysis services
Dates of Service/Contract:	2008 - Present
If service/contract has terminated, specify reason:	
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	
Size of Service/Contract (in terms of offeror's total amount of business)	<1%
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	Overflow work from DNR lab, specialty services or services for methods not readily available at DNR.
Personnel Assigned to Service/Contract (include position title):	Lisa Grant, Project Manager
Attach sample of results/work, if applicable	General examples provided

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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

Offeror Name or Subcontractor Name: <u>PDC Laboratories, Inc.</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For)	
Name of Reference Company/Client:	Illinois Environmental Protection Agency Laboratory
Address of Reference Company/Client:	1021 N Grand Avenue E Springfield, IL 62794
Reference Contact Person Name, Phone #, and E-mail Address:	Ms. Celeste Crowley. 217-557-0274, celeste.crowly@illinois.gov
Title/Name of Service/Contract	Miscellaneous non-contract services
Dates of Service/Contract:	Continuing
If service/contract has terminated, specify reason:	
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	Multiple contacts for various services
Size of Service/Contract (in terms of offeror's total amount of business)	<1%
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	Primarily overflow drinking water work due to instrument problems at IEPA lab. Also includes miscellaneous specialty work for field staff.
Personnel Assigned to Service/Contract (include position title):	Sarah Raper, Project Manager Kurt Stepping, Senior Project Manager
Attach sample of results/work, if applicable	Generic example report attached

EXHIBIT C**CURRENT/PRIOR EXPERIENCE**

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

Bidder Name or Subcontractor Name: _____

Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

EXHIBIT D**EXPERTISE OF PERSONNEL**

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)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

Analysis Table

Matrix	Analysis	Method	Instrument	Analyst	Prep Analyst
Wastewater	BOD	SM 5210B	Hach LDO Thermo Scientific 3721	Jason Davis Ryley Gardner	Jason Davis Ryley Gardner
Wastewater	TSS	SM 2540D	Ohaus Explorer E12140 Fisher Isotemp 516G	Jason Davis Ryley Gardner	Jason Davis Ryley Gardner
Wastewater	Nitrate	US EPA 300.0	Dionex DX-ICS-5000 IC Dionex DX-ICS-1000 IC	Lauren McClure Troy Stieglitz	Lauren McClure Troy Stieglitz
Wastewater	Ammonia	US EPA 350.1	Lachat 8000 Auto Analyzer	Amanda Sohn Lauren McClure Jim David	Tara Houghm Tin Tin Htay Troy Stieglitz
Wastewater	Oil & Grease	US EPA 1664	Horizon SPEDEX 3000XL Grease & Oil Extractors	Jim David, Andrew Melaga, Derrick Jacobson	Jim David, Andrew Melaga, Derrick Jacobson
Wastewater	E Coli	SM 9223B - QT	Idexx Quanti-Tray Sealer Model 2X Fisher Isotemp 650D	Karra McCarty Ryley Gardner Jason Davis	Karra McCarty Ryley Gardner Jason Davis
Wastewater	Aluminum	US EPA 200.7/200.8	PE NexION 300X ICP MS PE DRC-e ICP MS PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter

Analysis Table

Matrix	Analysis	Method	Instrument	Analyst	Prep Analyst
Wastewater	Iron	US EPA 6010	PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter
Wastewater	Phosphorus	US EPA 200.7/200.8	PE NexION 300X ICP MS PE DRC-e ICP MS PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter
Wastewater	Arsenic	SW-846 6010/6020	PE NexION 300X ICP MS PE DRC-e ICP MS PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter
Wastewater	Barium	SW-846 6010/6020	PE NexION 300X ICP MS PE DRC-e ICP MS PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter
Wastewater	Cadmium	SW-846 6010/6020	PE NexION 300X ICP MS PE DRC-e ICP MS PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter

Analysis Table

Matrix	Analysis	Method	Instrument	Analyst	Prep Analyst
Wastewater	Chromium	SW-846 6010/6020	PE NexION 300X ICP MS PE DRC-e ICP MS PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter
Wastewater	Final pH	SW-846 1311	Denver Instrument UB-5	Karra McCarty Ryley Gardner	Karra McCarty Ryley Gardner
Wastewater	Lead	SW-846 6010/6020	PE NexION 300X ICP MS PE DRC-e ICP MS PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter
Wastewater	Mercury	SW-846 6010/6020	PE NexION 300X ICP MS PE DRC-e ICP MS PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter
Wastewater	Selenium	SW-846 6010/6020	PE NexION 300X ICP MS PE DRC-e ICP MS PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter
Wastewater	Silver	SW-846 6010/6020	PE NexION 300X ICP MS PE DRC-e ICP MS PE-Optima 7300 DV ICP	Kevin Cranford Jennifer Will Kathy Porter Tara Houghm Scott Wickman Tammy Herman	Thomas Jenkins Todd Tatum Kathy Porter

EXHIBIT E**METHOD OF PERFORMANCE**

The bidder should present a written plan for performing the requirements specified in this Invitation for Bid. In presenting such information, the bidder should specifically address each of the following issues:

1. **Organizational Chart** - The bidder 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.
 - 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 bidder's organization.
2. Along with a detailed organizational chart, the bidder should describe the following:
 - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - **Total Personnel Resources** - The bidder should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the bidder has other ongoing contracts that also require personnel resources, the bidder should document how sufficient resources will be provided to the State of Missouri.
3. **Economic Impact to Missouri** - the bidder should describe the economic advantages that will be realized as a result of the bidder performing the required services. The bidder should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

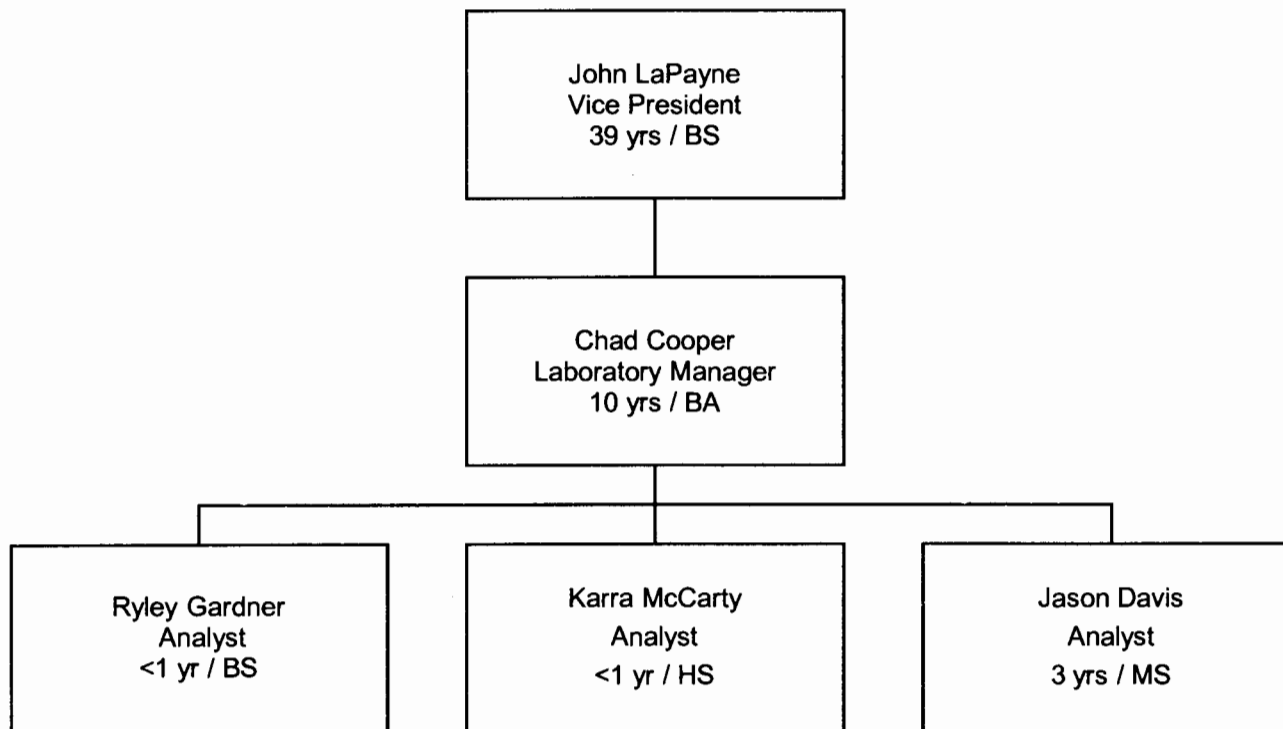
EXHIBIT F**PARTICIPATION COMMITMENT**

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

Organization for the Blind/Sheltered Workshop	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- IFB Paragraph References:
2.	Product/Service(s) proposed: ----- IFB Paragraph References:

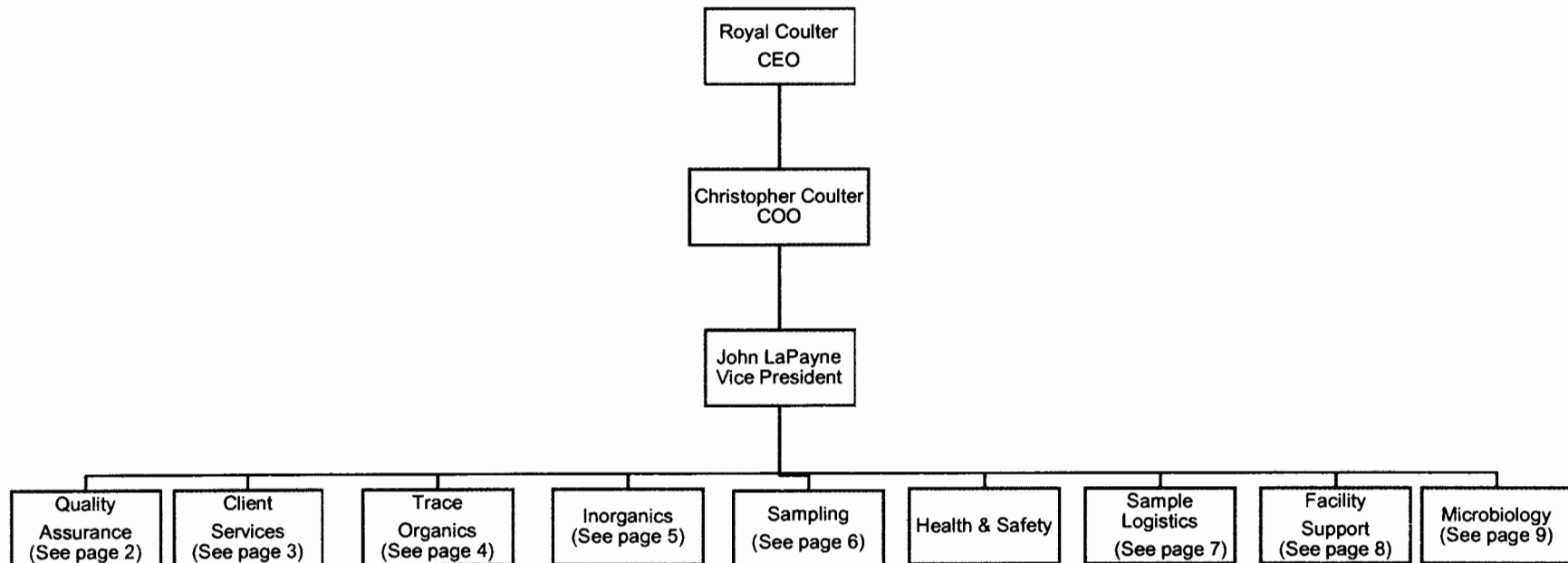
SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The bidder should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- IFB Paragraph References:
2.	%	Product/Service(s) proposed: ----- IFB Paragraph References:
Total SDVE Percentage:	%	

PDC Laboratories, Inc. – Springfield, MO
June, 2017

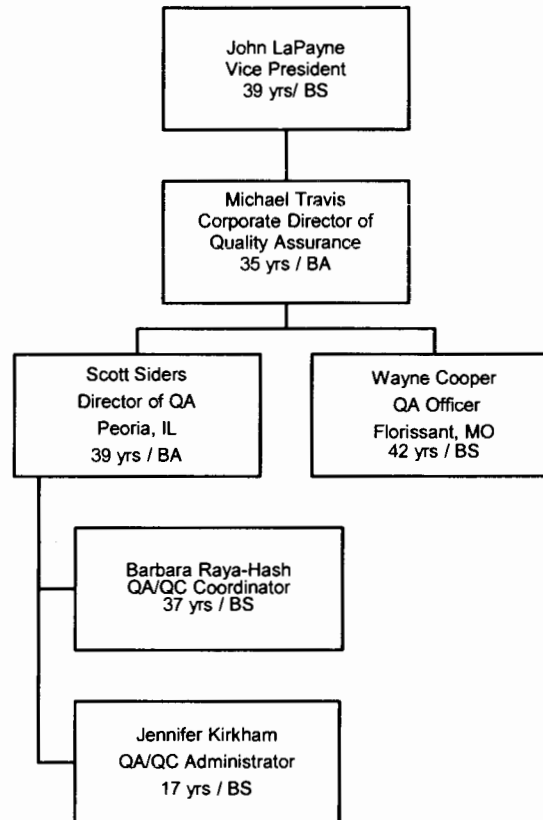


% = Also works in other areas
- Years of experience updated each year
June/July

PDC Laboratories, Inc. – Peoria, IL
Organizational Chart
January 2017

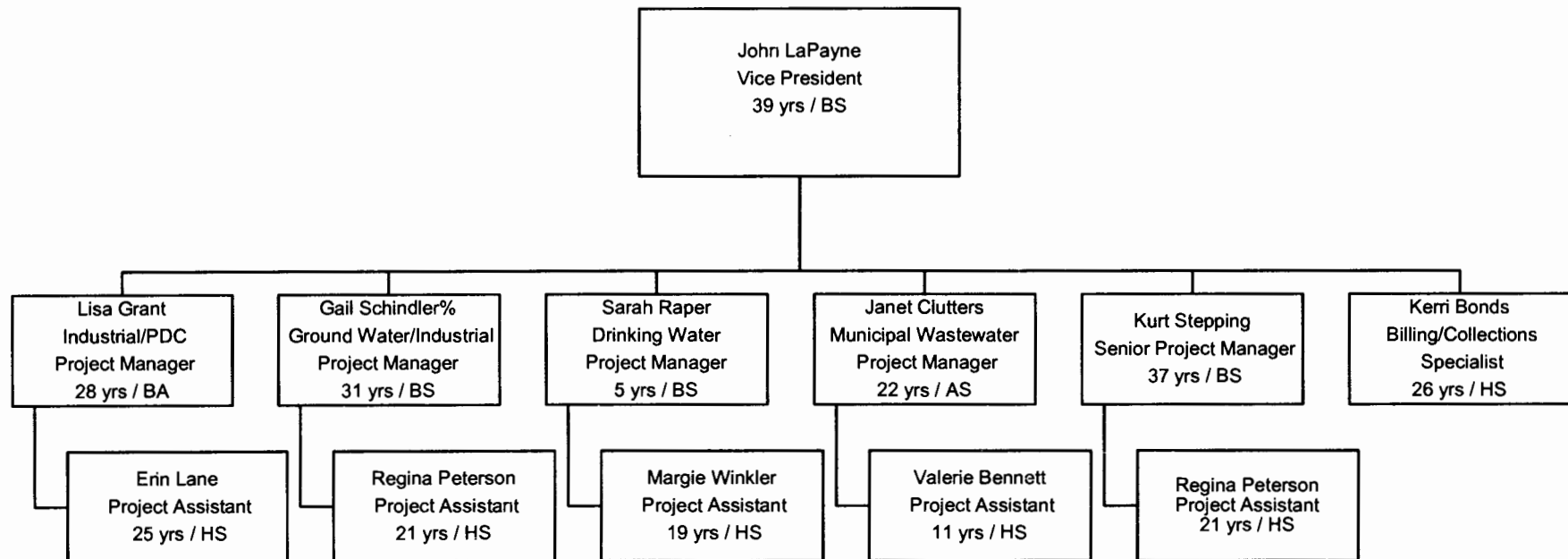


PDC Laboratories, Inc. – Peoria, IL
Quality Assurance Section – Page 2
January 2017



- Years of experience updated each year
June/July

PDC Laboratories, Inc. – Peoria, IL
Client Services Section – Page 3
January 2017

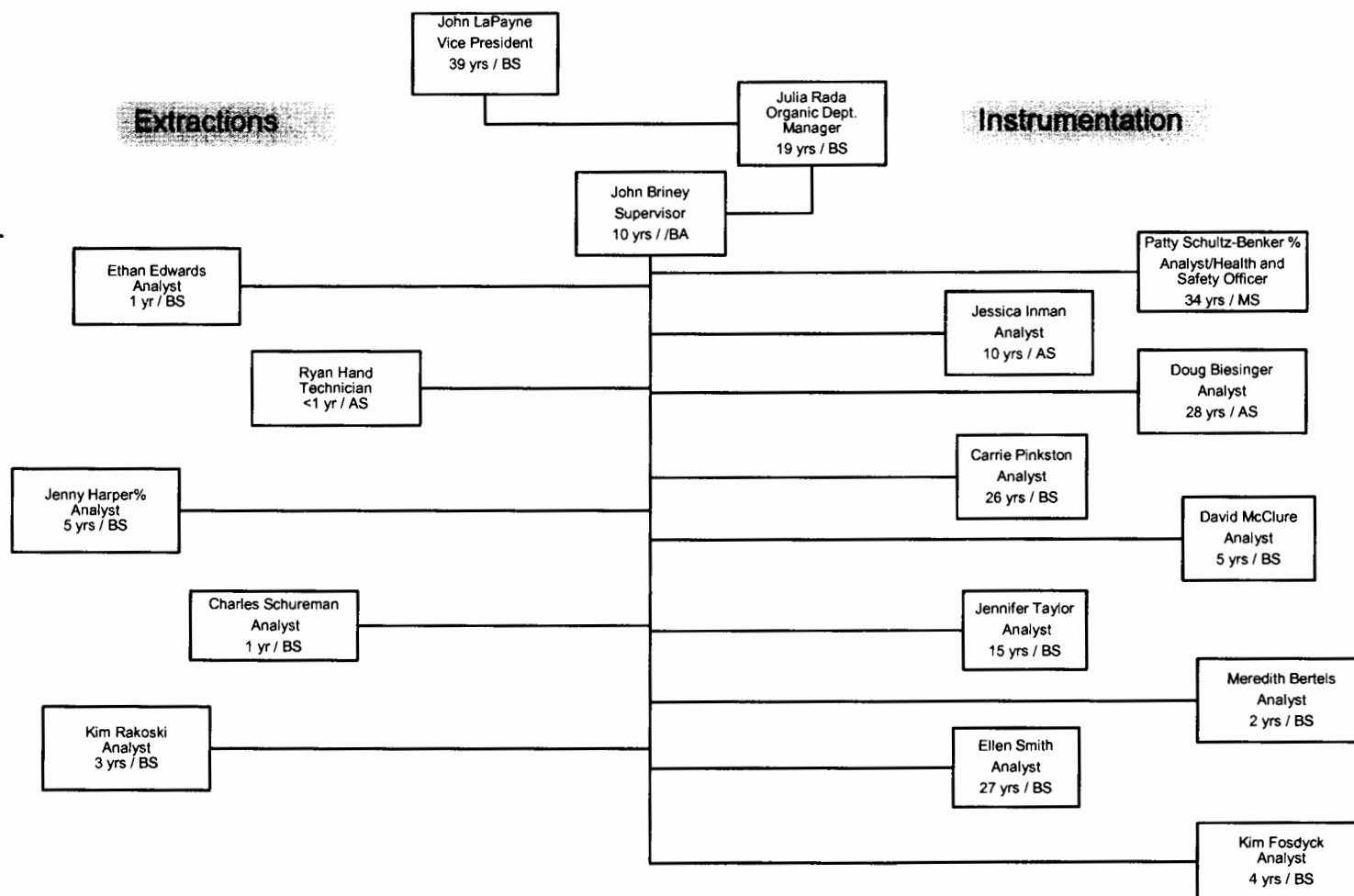


% = Also works in other areas
- Years of experience updated each year
June/July

PDC Laboratories, Inc. – Peoria, IL

Trace Organics Section – Page 4

January 2017



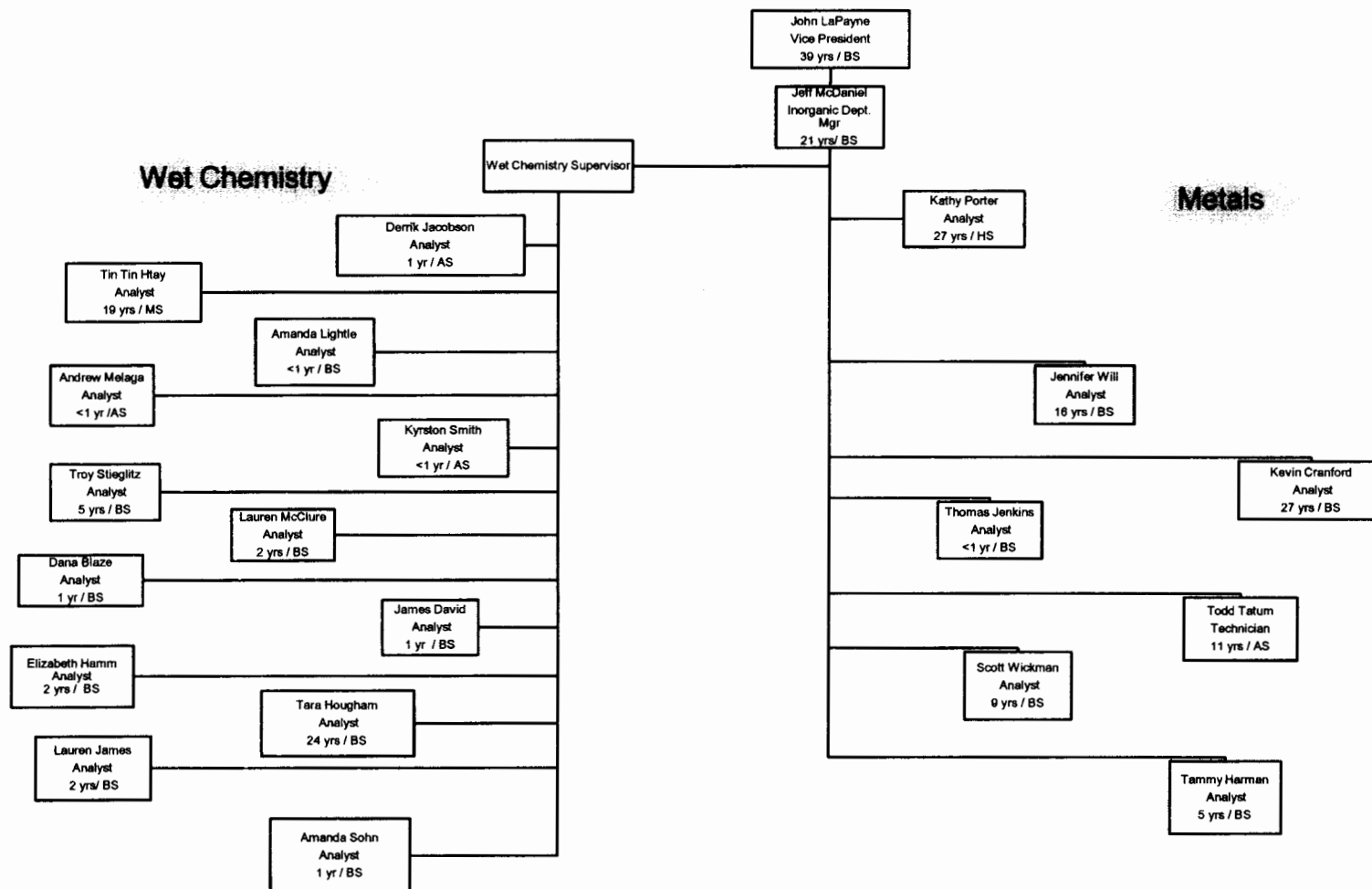
% = Also works in other areas

- Years of **experience updated each year** June/July

PDC Laboratories, Inc. – Peoria, IL

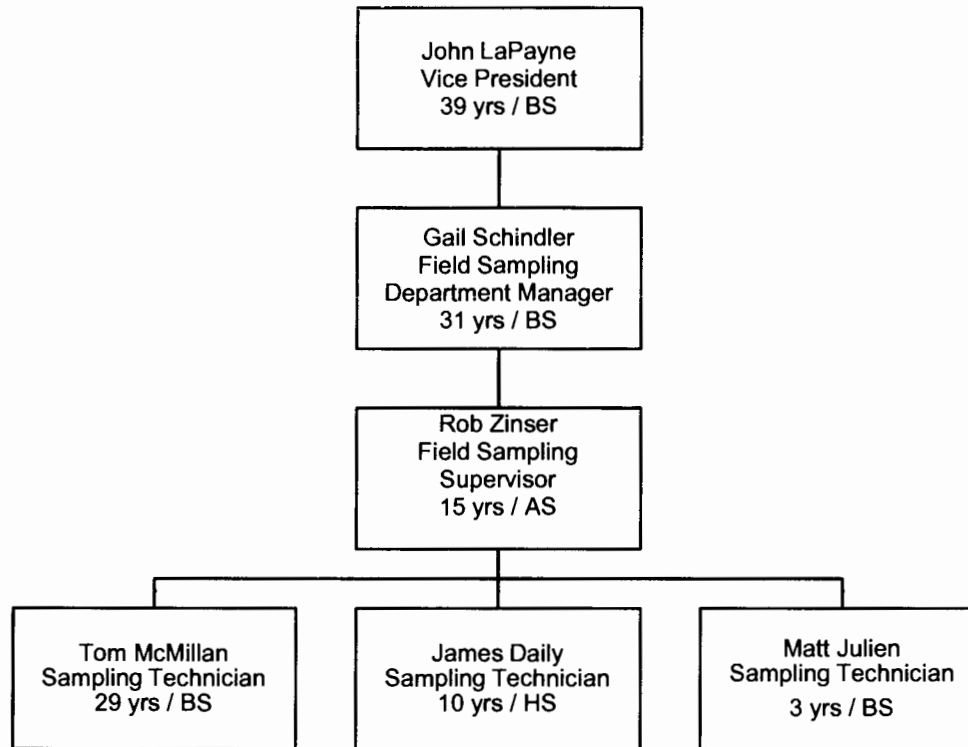
Inorganics Section – Page 5

January 2017



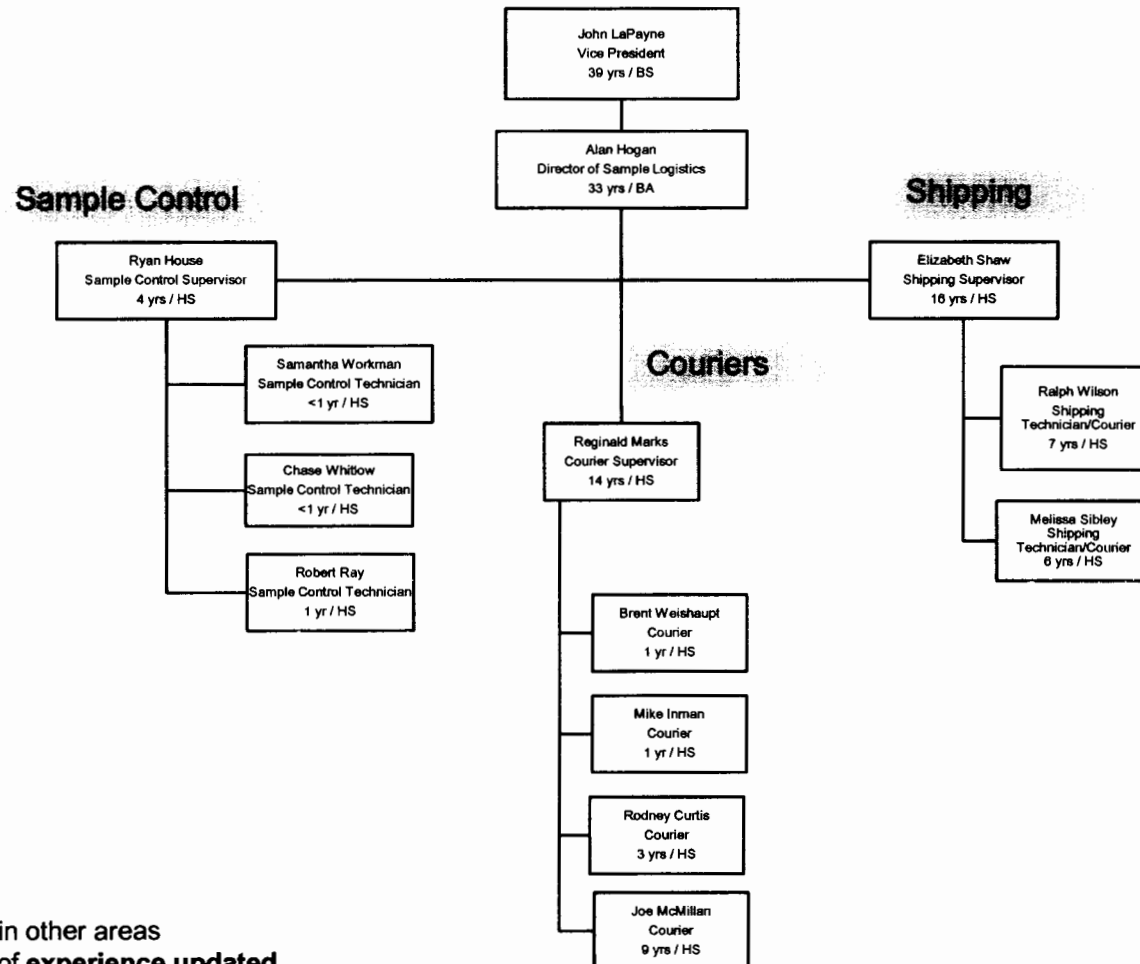
% = Also works in other areas
 - Years of **experience updated each**
 year June/July

PDC Laboratories, Inc. – Peoria, IL
Sampling Section – Page 6
January 2017



% = Also works in other areas
- Years of experience updated each year
June/July

PDC Laboratories, Inc. – Peoria, IL
Login/Shipping/Couriers Section – Page 7
January 2017



% = Also works in other areas
 - Years of **experience** updated
 each year June/July

PDC Laboratories, Inc. – Peoria, IL
Facility Support Section – Page 8
January 2017

John LaPayne
Vice President
39 yrs / BS

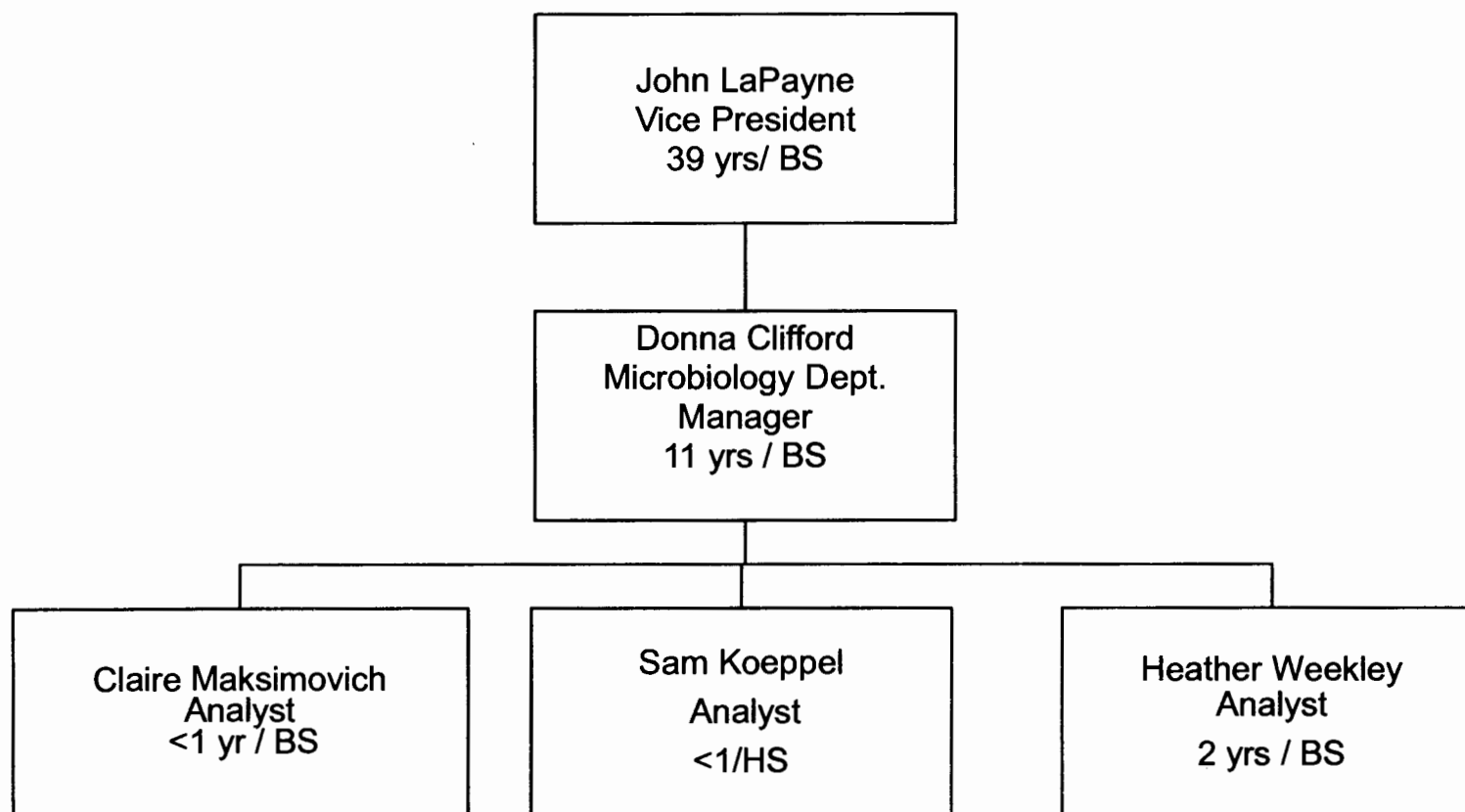
Steven Zajicek
Facility Manager
33 yrs /BS

Schuron Russell
Facility Support Supervisor
22 yrs / HS

Richard Mullins
Facility Support Technician
2 yrs / HS

% = Also works in other areas
- Years of **experience updated**
each year June/July

PDC Laboratories, Inc. – Peoria, IL
Microbiology Section – Page 9
January 2017

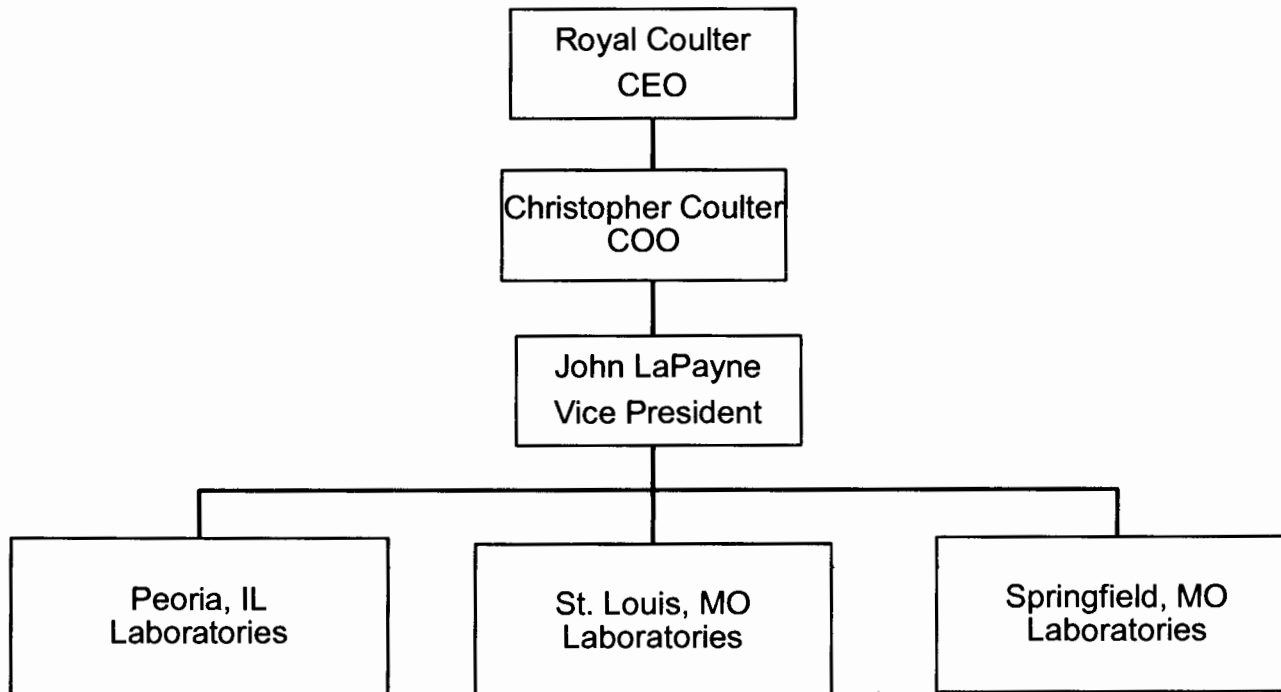


% = Also works in other areas

-Years of experience updated each year
June/July

* = Based on time in department

PDC Laboratories, Inc.
Organizational Chart
January 2017



Missouri Impact Statement

PDC Laboratories, Inc has a very strong economic presence in Missouri given that we are operating laboratories in both Florissant and Springfield. We have had activity in Springfield for over 10 years and have shown significant growth in employee counts, customers serviced and analytical testing services provided. Our Florissant lab has provided services to the St Louis metropolitan area since 2006. While the Peoria, IL lab is our largest and most diversified, from a business standpoint we believe in shared successes amongst all 4 laboratories.

Our Missouri laboratories employ 17 full time staff members and as of this bid date there are 2 more openings in those locations. Our payroll taxes to the state of Missouri for 2016 was over \$20,000. Our Missouri labs are encouraged to buy services and products in their local communities. We utilize the services of several other laboratories in the state such as Environmental Analysis South, Engineered Lubricants, and Envirohealth Technologies. Our staff are active in many organizations in Missouri such as:

- Greater Ozark Certified Hazardous Material Managers (SPMO)
- Gateway Society of Certified Hazardous Material Managers (STL)
- Missouri Rural Water Association
- St. Louis Air and Waste Association
- Missouri Automobile and Truck Recycling Association
- Missouri Public Utility Alliance

Project Management (Control/Management of Contract)

One of the most crucial aspects of a successful analytical effort is effective laboratory project management. PDC maintains an experienced project management team. Each project manager averages over 15 years of environmental experience, to assure accurate and timely project performance. For each of our clients, PDC provides an experienced laboratory management team and a project manager (PM) as a single point of contact. The PM is directly responsible for communication with the client on the technical, financial and scheduling aspects of the project. Project managers have particular expertise such as Groundwater, Wastewater, Drinking water, and Industrial Wastes. PDC has adapted a service-oriented strategy that enables our clients to have rapid access to their data and the reliability of an experienced, problem-solving project manager.

Our primary goal is to establish long-term partnerships with our clients. Our integrated approach to project management is dependent upon establishing open communication lines between PDC and your project team. We will assist you in evaluating and defining the best analytical approach to your project. This upfront planning is critical to avoiding potential problems or misunderstandings. Project managers have the responsibility and authority to ensure success of the analytical project. As such, the project planning is critical to the success of internal laboratory communications.

The project manager is responsible for planning and scheduling your project within the laboratory, updating you on project status as well as reporting final results to meet your pre-defined needs. On-site visits and scheduled audits are available.

PDC's Project Management Staff are involved in the planning and overseeing of projects including groundwater sampling and analyses at a RCRA Part B hazardous waste facility, over 60 subtitle D facilities, and numerous industrial facilities. Because groundwater data is subjected to rigorous statistical analysis and modeling by professional engineers, PDC's Project Managers review all groundwater test results from a historical perspective of the site to assure that apparent data anomalies are identified and explained before data is reported.

EXHIBIT G**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____

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

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification Expiration Date: _____ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____
(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

*Authorized Signature of Participating Organization
(Organization for the Blind, Sheltered Workshop, or SDVE)*

*Date
(Dated no earlier than
the IFB issuance date)*

EXHIBIT G (continued)**DOCUMENTATION OF INTENT TO PARTICIPATE****SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

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

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

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

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

- ☐ No, I have not previously submitted the SDV documents specified above to the state agency or to the Office of Administration, Division of Purchasing and Materials Management (DPMM) and therefore have enclosed the SDV documents.
- ☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the state agency.
- ☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing and Materials Management (DPMM).

Date SDV Documents were Submitted: _____

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

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV's Documents - Verification Completed By:

Procurement Officer

Date

EXHIBIT H

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

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Department. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ - I am a self-employed individual with no employees; OR
- ☐ - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFQ Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT H, continued

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

BOX B - CURRENT BUSINESS ENTITY STATUS

I certify that PDC Laboratories, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

John R. LaPayne
Authorized Business Entity Representative's
Name (Please Print)

John R. LaPayne V.P.
Authorized Business Entity
Representative's Signature

PDC Laboratories, Inc.
Business Entity Name

June 20, 2017
Date

jlapayne@pdc lab.com
E-Mail Address

As a business entity, the bidder must perform/provide each of the following. The bidder should check each to verify completion/submission of all of the following:

- ☒ - Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ - Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted;

AND

- ☒ - Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT H, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now PDC Laboratories, Inc. (Name of Business Entity Authorized Representative) as Vice President (Position/Title) first being duly sworn on my oath, affirm PDC Laboratories (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that PDC Laboratories, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

John R. LaPayne
Authorized Representative's Signature

John R. LaPayne
Printed Name

Vice President
Title

June 20, 2017
Date

j.lapayne@pdc-lab.com
E-Mail Address

236301
E-Verify Company ID Number

Subscribed and sworn to before me this 20 (DAY) of June, 2017 (MONTH, YEAR) I am
commissioned as a notary public within the County of Wayne (NAME OF COUNTY), State of
Illinois (NAME OF STATE), and my commission expires on 12/22/2019 (DATE).

Margaret L. Nobiling
Signature of Notary

6/20/17
Date

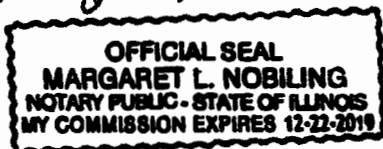


EXHIBIT H, continued

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

BOX C AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri Department or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT I

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Department.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

<u>PDC Laboratories, Inc.</u> Company Name	<u>119618007</u> DUNS # (if known)
<u>John R. LaPayne</u> Authorized Representative's Printed Name	<u>Vice President</u> Authorized Representative's Title
<u>John R. LaPayne</u> Authorized Representative's Signature	<u>June 20, 2017</u> Date

Instructions for Certification

1. By signing and submitting this bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS – INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Addendum** means a written official modification to an IFB.
- d. **Amendment** means a written, official modification to a contract.
- e. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- f. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- g. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- h. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- i. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- j. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- k. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- l. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Addendums thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- o. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- p. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- q. **Shall** has the same meaning as the word **must**.
- r. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs may be available for viewing and downloading on the Department's website or on the MissouriBUYS Statewide eProcurement System. For IFB's posted on MissouriBUYS, registered bidders are electronically notified of those bid opportunities that match the commodity codes for which the bidder registered in MissouriBUYS. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the bid on-line 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 IFB.

5. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the

specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. For bids posted on the MissouriBUYS Statewide eProcurement System, registered bidders may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number **and** the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered bidder may be retracted on-line prior to the official end date and time. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative provided proper identification

is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.

- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Bidders submitting a hard copy must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All bidders may view the same bid response information on the MissouriBUYS Statewide eProcurement System. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

8. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.

- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A Notice of Award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

11. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

12. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

13. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements, or which are otherwise unacceptable or defective, may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection), may be rejected.
- c. The Department reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

14. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.

15. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Department of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the Department for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or

deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.

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

23. FORCE MAJEURE

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

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

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

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status

unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

- a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a bidder if the bidder or an affiliate of the bidder 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 bidder" shall mean any person or entity that is controlled by or is under common control with the bidder, whether through stock ownership or otherwise. Therefore a bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

32. TITLES

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

Revised 08/19/2016

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

PDC LABORATORIES, INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

PO BOX 9071

City, state, and ZIP code

PEORIA, IL 61612-9071

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

3 7 - 1 1 0 8 3 6 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

Date ▶

4-21-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Company ID Number: 236301

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: PDC Laboratories, Inc.

Company Facility Address: 2831 W. Alton Dr.

Peoria, IL 61615

Company Alternate
Address:

County or Parish: PEORIA

Employer Identification

Number: 371108366

North American Industry
Classification Systems

Code: 541

Parent Company: Coulter Company

Number of Employees: 20 to 99

Number of Sites Verified

for: 3

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 2 site(s)



Company ID Number: 236301

- ILLINOIS 1 site(s)

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

Name: Charles Davis
Telephone Number: (309) 681 - 3323
E-mail Address: cdavis@pdcare.com

Fax Number:



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 236301

Approved by:

Employer PDC Laboratories, Inc

Charles Davis

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/07/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/07/2009

Date

Company ID Number: 236301

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR DESIGNATED AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **PDC Laboratories, Inc** (Designated Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **PDC Laboratories, Inc** (Designated Agent) on behalf of the Designated Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the Designated Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a Designated Agent, the Designated Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's databases to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

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5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer shall display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer shall provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer shall comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain

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the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. Participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
6. The Employer shall initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer (through the Designated Agent) must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
7. The Employer may not use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use

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not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through the Designated Agent) shall follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer shall not take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
10. The Employer shall comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer shall not engage in such illegal practices as selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or

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sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer shall record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer will use the information it receives from SSA or DHS (through its Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The information that the Employer receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. EMPLOYERS THAT ARE FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30

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calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.
- d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as

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long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. If the Employer is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

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- B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
 5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
 6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
 7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the

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employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer shall not ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer shall refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer shall provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. If an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer shall send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. If the Employer cannot determine whether there is a photo match/non-match, the

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Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

- A. This MOU is effective upon the signature of the parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require Designated Agents to take mandatory refresher tutorials. A Designated Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the Designated Agent must provide written notice to DHS. If the Designated Agent fails to provide such notice, it will remain a participant in the E-Verify program on behalf of the Employer, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all the Employer's newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Designated Agent understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by

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contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS and the Designated Agent.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

JOHN R. ASHCROFT

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SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING

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Gen. Business - For Profit Details as of 10/6/2017

Business Entity Fees & Forms	<div>*Required Field</div> <div>File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.</div> <div>File Registration Reports - click FILE REGISTRATION REPORT.</div> <div>Copies or Certificates - click FILE COPIES/CERTIFICATES.</div>
Business Entity FAQ	
Business Entity Home Page	
Business Entity Online Filing	
Business Outreach Office	
Business Entity Contact Us	
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Secretary of State Home Page	

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Duration Perpetual			
Report Due 11/30/2018			

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