

State of Missouri
DEPARTMENT OF THE NATIONAL GUARD



Invitation for Bid (IFB) for:
Comprehensive Medical Examination and Assessment Services

SOLICITATION NO.:	MONG 0000000011SL
ISSUE DATE:	Friday, October 2, 2026
CONTRACT PERIOD:	Date of award through one year

BID DUE NO LATER THAN: Friday, October 30, 2026 AT 3:00 PM CENTRAL TIME

Response should be submitted electronically through MissouriBUYS, powered by MOVERS, at <https://missouribuy.mo.gov> but may respond by hard copy (see mailing instructions below)

IFB CONTACT INFORMATION:

PROCUREMENT OFFICER: Rachel Hogrefe

PHONE NO.: (573) 638-9500 ext. 37046

EMAIL: Rachel.Hogrefe@mong.mo.gov

See “IFB Questions” in Section 1 for appropriate communications during the procurement process.

DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of the National Guard
6801 North Boundary Road
Jefferson City, MO 65109

ATTENTION:

1. After reviewing the Invitation for Bid (IFB), the vendor must complete and return **Exhibit A, Bid Signature Page and all other necessary exhibits.**
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the IFB’s Vendor Response Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must be registered in MissouriBUYS, powered by MOVERS in a “**Prospective**” or “**Spend Authorized**” registration status to submit a response. The vendor must achieve “**Approved**” registration status in MissouriBUYS (WebProcure/Proactis) and “**Spend Authorized**” registration status in MissouriBUYS, powered by MOVERS to be considered for a contract award. Reference Section 5.

IFB Organization:

IFB Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
IFB Vendor Response Exhibits (Return these exhibits with the bid)	Exhibit A	Bid Signature Page
	Exhibit B	Bid Submittal Checklist
	Exhibit C	Pricing Pages
	Exhibit D	Participation Commitment
	Exhibit E	Documentation of Intent to Participate
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit F	State of Missouri Tax Compliance
	Exhibit G	Registration of Business Name with the Missouri Secretary of State
	Exhibit H	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit I	Services Outside the United States
	Exhibit J	Employee/Conflict of Interest
	Exhibit K	Federal Funding Unique Identity ID
IFB Attachments	Attachments (Separate Documents) (Do not return these documents with response)	
	Attachment 1	Business Associate Agreement
	Attachment 2	Missouri Department of the National Guard Medical Screening Evaluation
	Attachment 3	Missouri Department of the National Guard Medical Assessment of Disability and Reasonable Accommodation
	Attachment 4	Federal Funds Requirements
	Attachment 5	Map – State of Missouri SEMA Regions D & F

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

- 1.1.1 Purpose: This document constitutes a request for competitive, sealed bids for the provision of comprehensive medical examinations and assessments, as set forth herein for the Missouri Department of the National Guard (hereinafter referred to as “state agency”).
- 1.1.2 Minimum Experience Qualifications: There are minimum experience qualifications in the IFB (See Section 2.2, Minimum Experience Requirements in Section 2: Scope of Work).
- 1.1.3 Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

1.2 Background and Historical Usage Information:

- 1.2.1 The state agency serves a dual mission, which requires supporting both the president of the United States and the governor of Missouri. As part of the daily operations, security officers are utilized to handle various responsibilities, including but not limited to: observing and reporting activities within a designated area, controlling access, and offering assistance to ensure the safety of property and lives. Security officers are employed in various locations throughout the State of Missouri. Candidates for security officer positions and current employees employed in security officer positions are required to comply with medical screening requirements of similar state security positions/agencies. The number of personnel/candidates that will be examined and assessed in any calendar year may vary based on operational and staffing needs.

1.3 Current and/or Previous Contract Information:

- 1.3.1 A current contract exists for the products and/or services being obtained via this IFB. A copy of the contract can be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search System located on the Internet at: <https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search System. Please reference the bid number RFPS30034902202238 or the contract number CS222238002 when searching for these documents.
- 1.3.2 State Expenditures: The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the site information and disclaimer links: <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm> and <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm#disclaimer>. Then, search by the contract numbers shown above when searching for the financial information.

1.4 IFB Questions:

- 1.4.1 Procurement Officer is Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the IFB, the evaluation, etc., to the procurement officer indicated on the first page of this IFB. It is preferred that questions be emailed to the procurement officer.
- 1.4.2 Except as noted herein, vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.

- 1.4.3 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and Service Disabled Veteran Enterprise certification or subcontract questions should be directed to the Office of Equal Opportunity (OEO) at <http://oeo.mo.gov>.
- 1.4.4 Vendor is Responsible for Asking Questions About the IFB: It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the state agency if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (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 vendor's ability to submit a response.
- 1.4.5 Vendor Question Deadline: Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the bid closing date and time of the bid. If not received prior to ten (10) calendar days before the bid closing date and time, the state agency may not be able to fully research and consider the respective questions or issues.
- 1.4.6 State's Response to Vendor Questions: Upon the state agency's consideration of questions and issues, if the state agency 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 a IFB amendment. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).
- 1.4.7 IFB is State's Only Official Position: The only official position of the State of Missouri shall be that which is contained in the IFB and any amendments thereto.

1.5 Amendments:

- 1.5.1 If the state agency determines that changes to the IFB are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s) prior to the bid closing date and time.

1.6 Glossary of Terms and Acronyms:

- 1.6.1 Whenever the following terms and acronyms appear in the IFB document or any amendment thereto, the definitions or meanings described below shall apply.
- 1.6.2 General Glossary, Acronyms, and Abbreviations:
- Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the state agency. The state agency is also responsible for payment, unless otherwise specified herein.
 - Amendment** means a written, official modification to a solicitation or contract.
 - Attachment** applies to all documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - Bid Closing date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
 - Procurement officer** means the procurement staff member of the state agency.
 - Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
 - Contract** means a legal and binding agreement between two or more competent parties, for consideration for the procurement of equipment, supplies, and/or services.

- h. **Contractor** means a supplier, bidder, person, or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with their response prior to the specified closing date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the state agency to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the IFB); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information; and the IFB Vendor Response Exhibits, Attachments, and Amendments of the IFB.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the response prior to the specified bid closing date and time.
- o. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
- p. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
- q. **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 operations of the state agency.
- r. **Shall** has the same meaning as the word must.
- s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- t. **State** collectively referring to the state government and/or the agencies thereof.
- u. **Supplier** has the same meaning as the word, vendor.
- v. **Vendor** means the supplier, bidder, 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.

1.7 Accuracy of Background Information:

- 1.7.1 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 IFB.

****END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION****

2. SCOPE OF WORK SECTION

2.1 General Requirements:

- 2.1.1 The contractor shall provide all qualified, licensed personnel, accredited facilities, and certified equipment necessary to perform comprehensive medical examinations, including urine diagnostic and drug testing, for current employees and applicants with conditional job offers. All medical evaluations, sample collection, and laboratory analyses shall strictly adhere to accepted medical practices, applicable state and federal clinical standards, and any applicable occupational health guidelines. All services shall be rendered for the Missouri Department of the National Guard in full accordance with the terms and specifications stated herein, and to the sole satisfaction of the state agency.
- 2.1.2 The contractor shall perform all services directly or through designated personnel who strictly comply with all terms set forth herein; accordingly, references to "the contractor" throughout this document shall apply equally to any personnel or representatives provided by the contractor. Additionally, the contractor must be a legally recognized, fully licensed medical provider (e.g., clinic, urgent care center, hospital) authorized to render clinical services, and all medical evaluations must take place at a fully licensed and appropriately accredited facility.
- 2.1.3 All medical examinations shall be provided on an as-needed basis. The state agency estimates approximately sixty (60) examinations annually; however, this projection is non-binding and intended solely for evaluation purposes. The state agency provides no guarantee regarding minimum service volume or frequency.
- 2.1.4 The contractor must obtain prior written approval from the state agency before releasing any publicity, publications, or audiovisual materials related to contract activities. All approved publicity releases must explicitly reference the contract number and the state agency, and any materials produced with contract funds must credit both the contract and the state agency.
- 2.1.5 Contractor's Obligation – The contractor shall not administer any medical examinations outlined herein without first providing and securing a fully executed, lawful written medical release authorization form authorizing the release of medical records to the State Agency. It is the contractor's sole responsibility to furnish this form and ensure that the document utilized is legally valid, binding, and sufficient under all governing federal, state, and local laws to authorize the unconditional release of health information. Upon completion, the contractor must submit both the signed authorization form and all resulting medical records to Human Resources at hr.ng@mong.gov. Unless otherwise specified herein, the contractor shall furnish and be liable for all material, labor, facilities, equipment, and supplies necessary to perform the services outlined herein.

2.2 Minimum Experience Requirements:

- 2.2.1 The contractor must meet or exceed the following minimum requirements at the time of bid submission and maintain them throughout for the duration of the contract:
 - a. The contractor must submit verifiable documentation with its bid response demonstrating active, unrestricted medical provider licensure, including all states in which the license is valid.
 - b. The contractor must possess at least five (5) years of experience performing occupational medical examinations, fitness-for-duty evaluations, and specimen collection in an occupational health setting.
 - c. The contractor must have a system in place for scheduling appointments and to securely and confidently transmit medical results to the state agency's Human Resources office.

2.3 Personnel Qualifications:

- 2.3.1 The contractor shall provide enough competent and qualified health professionals, including physicians and technical staff, to conduct the services required herein.
- 2.3.2 Point of Contact – The contractor must assign a member of the contractor’s personnel to be the state agency’s primary contact person on all matters regarding the contract, including, at a minimum, the following:
- a. Scheduling services;
 - b. Obtaining reports and results;
 - c. Payment and invoicing; and
 - d. Serve as the sole point of contact with the state agency.
- 2.3.3 By no later than ten (10) calendar days after the state agency authorizes the contractor to proceed with services, the contractor shall provide the state agency with the contact information, including an email address, for the contractor’s personnel assigned to be the contractor’s primary contact and shall update the information within thirty (30) calendar days of a change occurring.
- 2.3.4 The contractor’s health professionals shall have current, active, and unrestricted Missouri licenses or certifications, as required by the personnel’s applicable health profession.
- a. The contractor shall provide copies of the contractor’s health professional’s licenses or certifications to the state agency no later than thirty (30) calendar days after receiving a request by the state agency for such documentation.
- 2.3.5 Physicians and Advanced Practice Registered Nurses – The contractor shall provide physicians or Advanced Practice Registered Nurses (APRNs) / Certified Nurse Practitioners (NPs) who perform or oversee the contractor’s medical examinations and procedures.
- a. The contractor’s physicians shall be licensed in accordance with Chapter 334 of the Revised Statutes of Missouri (RSMo) to practice medicine as a Doctor of Medicine (MD) or Doctor of Osteopathy (DO).
 - b. The contractor’s nurse practitioners shall be licensed as Advanced Practice Registered Nurses in accordance with Chapter 335, RSMo, maintain appropriate national certification, and operate in compliance with applicable Missouri collaborative practice requirements.
 - c. The contractor’s physicians and nurse practitioners must each possess, at minimum, five (5) years of experience with the following:
 - 1) Performing medical examinations, assessments, and testing services; and
 - 2) Supervising clinical and administrative staff.
- 2.3.6 Technical Staff – The contractor shall provide technical staff who assist with the medical examinations, assessments, and testing, including blood work, urinalysis, and audiometry exams.
- a. The contractor’s technical staff must have, at minimum, one (1) year of relevant experience.
- 2.3.7 The contractor shall understand and agree that the state agency reserves the right to request that any of the contractor’s personnel be excluded from providing services without just cause. The contractor shall understand and agree that the state agency will allow the contractor reasonable time to find a replacement. The state agency shall approve all replacement personnel. The state agency reserves the right to require background checks and non-disclosure agreements (NDA) of selected contractor personnel, at the contractor’s expense.

2.4 Performance Requirements:

- 2.4.1 The contractor shall perform the following required services on individuals who are currently employed by the state agency as security guard personnel and on individuals that have received conditional job offers for employment as security guard personnel with the state agency:
- a. Medical Examinations: Conduct comprehensive physical examinations performed by licensed medical professionals to evaluate general baseline health and verify physical capacity for essential job functions.
 - b. Health & Fitness Assessments: Perform occupational health assessments, including vital signs, basic vision/hearing screenings, and fitness-for-duty evaluations tailored to job-specific requirements.
 - c. 5-Panel Urine Drug Screening: Administer and process standard 5-panel urine drug screens (screening for amphetamines, cocaine, marijuana, opiates, and PCP) on the same day as the physical examination, adhering strictly to accepted medical standards.
- 2.4.2 The contractor's facilities, clinical spaces, and diagnostic equipment must comply with applicable state and federal healthcare standards, and active credentials must be maintained throughout the contract term across the following designated regions:
- a. Region 1: Missouri State Emergency Management Agency (SEMA) Region F
 - 1) "SEMA Region F" is the geographic region designated by the Missouri State Emergency Management Agency (SEMA), corresponding to the mid Missouri region including Audrain, Boone, Callaway, Camden, Cole, Cooper, Gasconade, Howard, Miller, Moniteau, Montgomery, Morgan, and Osage counties.
 - b. Region 2: Missouri State Emergency Management Agency (SEMA) Region D
 - 1) "SEMA Region D" is the designated emergency management region of the State of Missouri corresponding to SEMA Region D / Missouri State Highway Patrol Troop D, including the following counties: Barry, Barton, Cedar, Christian, Dade, Dallas, Greene, Hickory, Jasper, Lawrence, McDonald, Newton, Polk, St. Clair, Stone, Taney, Vernon, and Webster.
- 2.4.3 The state agency will notify the contractor at least one (1) week prior to scheduled examination dates, providing total candidate counts for both conditional job applicants and current personnel. On scheduled exam days, the contractor must maintain adequate staffing, resources, and facility space to complete all evaluations between 8:00 a.m. and 5:00 p.m. CST. The state agency will send no more than ten (10) individuals for examination on any single day.
- 2.4.4 Medical Assessment – Within one (1) week of each examination, the contractor shall submit all required documentation to the state agency for each candidate. Examining physicians must exercise professional medical judgment to evaluate whether individuals can perform essential job functions as outlined in the official job descriptions for Security Officer, Advanced Security Officer, Security Manager, and related titles (accessible at <https://pers.oa.mo.gov/careers/public-safety/security>). In compliance with the Genetic Information Nondiscrimination Act (GINA), the contractor must strictly withhold and omit all GINA-protected information from all submitted materials. Required documentation includes:
- a. Attachment 2 – Missouri Department of the National Guard Medical Screening Evaluation: Signed by the appropriate physicians or Advanced Practice Registered Nurses (APRNs)/Certified Nurse Practitioners (NPs), detailing all medical examination results and the official assessment of the candidate's ability to perform essential job functions.

- b. Attachment 3 – Missouri Department of the National Guard Medical Assessment of Disability and Reasonable Accommodation: Completed and submitted only if a reasonable accommodation evaluation was performed.

2.5 Contract Monitoring: The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but are not limited to, those conditions specified below:

- a. Withholding authority to proceed with administering services until the state agency receives evidence of acceptable performance within a given contract period;
- b. Requiring additional, more detailed documentation;
- c. Additional contract monitoring;
- d. Requiring the contractor to obtain technical or management assistance; and/or
- e. Establishing additional prior approvals from the state agency.

2.6 Retention of Records and Documents: Unless the contractor shall preserve and make available, without limitation, all books, documents, papers, and records involving contract transactions in accordance with applicable state standards and the Missouri Secretary of State General Retention Schedule (<https://www.sos.mo.gov/records/recmgmt/retention/general>) . Unless a shorter period is specified in writing, all records must be retained for ten (10) years following the cancellation, expiration, or termination of the contract. Any records or supporting documentation involved in litigation or an ongoing audit must be retained for two (2) years following the final conclusion of the litigation or audit. During the contract term, the contractor shall grant access to these records through a delivery method or platform specified by the state agency. Post-contract delivery and access to all retained records shall be provided at no cost to the state agency.

2.7 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).

- a. Once annually, or otherwise as reasonably required by the state, the contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable times during the term of the contract and for three (3) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days' notice and will coordinate with the contractor regarding the scope of the audit.
- b. The contractor shall permit the Missouri State Auditor's Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure.

- c. The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the contractor to disclose information pertaining to any other customer or client of the contractor.
- d. The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

2.8 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.8.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees that the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.8.2 Invoicing: Within five (5) business days of providing comprehensive medical services, the contractor shall submit an itemized invoice to the address of the state agency. The contractor's itemized invoice must include the total number and type(s) of examinations administered and the date(s) when the services were provided. The contractor shall perform the services prior to invoicing the state agency.
 - a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address on the front page of this document / the following address:
OTAGProcurement@mong.mo.gov ATTN: Physical Security Program Manager
 - b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.
 - c. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. 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.
 - d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
 - e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.
- 2.8.3 Payment: The contractor shall be paid for services provided to the state agency utilizing the contractor's services and each state agency shall be solely responsible for payment for only those services requested by that state agency, to the contractor. Upon the state agency receipt and approval of the contractor's

itemized invoice, the contractor shall be paid in accordance with the services provided and as stated below:

- a. The contractor shall be paid the firm, fixed price per exam indicated on **Exhibit C, Pricing Pages**, of the contractor's awarded proposal for all medical examinations provided and written results specified.
- b. For each lead level test performed and reported, the contractor shall be paid the firm, fixed price per test stated on **Exhibit C, Pricing Pages**, of the contractor's awarded proposal.
- c. Payments are due upon receipt of a valid invoice, payable in thirty (30) calendar days. All invoices for services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- d. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- 2.8.4 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.8.5 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.8.6 The total payments and reimbursements to the contractor for all services shall not exceed the guaranteed not to exceed total price for each line item stated in the **Exhibit C, Pricing Pages**.
- 2.8.7 Other than the payments specified in the contract, no other payments shall be made to the contractor.

****END OF SCOPE OF WORK SECTION****

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

- 3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. 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 department.

3.2 Non-Discrimination and Affirmative Action:

- 3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

- 3.3.1 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), ADA is 42 U.S.C. section 1201, et seq.

3.4 Authorized Personnel/E-Verify:

- 3.4.1 For work performed under the contract, the contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.
- 3.4.2 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for 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 enroll and participate in the E-Verify program.
- 3.4.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. <https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal>
- 3.4.4 The contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

3.5 Business Associate Agreement:

- 3.5.1 Some of the state agencies and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein. The contractor shall abide by a Business Associate Agreement. The state's current Business Associate Agreement is contained in **Attachment 1**.

3.6 Business Registration:

- 3.6.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.7 Data Breach:

- 3.7.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.8 Elected or Appointed Officials and Employees:

- 3.8.1 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.

3.9 Indemnification:

- 3.9.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.10 Legal Proceedings:

- 3.10.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.10.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- 3.10.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.11 Federal Funds Requirements:

- 3.11.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment M or other requirements identified by the federal government.

3.12 Invoicing and Payment:

- 3.12.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.13 Non-Appropriation of Funds:

- 3.13.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).
- 3.13.2 To the extent that federal funding is used for the contract, the contract shall not be binding upon the state for any period in which such funding is reduced, terminated, withheld, restricted, or is frozen or paused.
- 3.14 Work Outside the United States:**
- 3.14.1 Unless work outside the United States is prohibited by the IFB, any work performed outside of the United States for the contract must comply with Executive Order 04-09.
- 3.15 Open Records:**
- 3.15.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review.
- 3.16 Protests:**
- 3.16.1 Any bid award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
- 3.17 Record Access:**
- 3.17.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.
- 3.18 State Preferences:**
- 3.18.1 If the contractor's awarded bid included state preferences, the contractor must comply with the rules applicable to those preferences including:
- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences; and
 - b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises
- 3.19 Taxes:**
- 3.19.1 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. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

*****END OF TERMS AND CONDITIONS SECTION*****

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

4.1.1 A binding contract shall consist of the following documents:

- a. the most current version of the IFB (including all Exhibits and Attachments included in the IFB) as amended by: IFB amendment(s) issued prior to bid closing, and contract amendment(s);
- b. the most current version of the contractor's bid, state-requested clarification responses, and contract amendment responses, and the contractor's documentation.
- c. the state agency's acceptance of the response (bid) by "notice of award".

4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

4.1.3 The vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the contractor in the event the vendor's response is accepted by the state and a contract is awarded.

4.1.4 The contractor further agrees that the language of the IFB shall govern in the event of a conflict with the contractor's response.

4.1.5 The contractor shall agree to furnish all awarded services specified in the contract, at the prices quoted therein.

4.1.6 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 services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of written authorization to proceed from the state, such as an order form, (in addition to the state agency's "notice of award").

4.1.7 The state agency will sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 Contract Amendment:

4.2.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the contractor and the state agency prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the IFB.

4.3.2 Renewal Option(s): The state agency shall have the right, at its sole option, to renew the contract for two (2) additional one-year period(s), or any portion thereof. In the event the state agency 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.

4.4 Contract Pricing:

- 4.4.1 All prices shall be firm, fixed, and as indicated in the **Exhibit C, Pricing Pages**. 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, liquidated damages, attorney fees, etc.
- 4.4.2 **Renewal Pricing:** If the option for renewal is exercised by the state agency, the contractor shall agree that the prices for the renewal period shall not exceed the prices for the applicable renewal period stated on **Exhibit C, Pricing Pages**.
- a. If renewal prices are not provided with the accepted response, then prices during the renewal period shall be the same as the original contract period pricing.
 - 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.

4.5 Termination for Convenience:

- 4.5.1 The state agency 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. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 4.5.2 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.6 Cancellation for Breach of Contract:

- 4.6.1 In the event of material breach of the contractual obligations by the contractor, the state agency may cancel the contract. At its sole discretion, the state agency may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the state agency, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the state agency within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.
- 4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately. If it is determined the state agency improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.6.3 If the state agency cancels the contract for breach, the state agency 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 state agency deems appropriate and charge the contractor for any additional costs incurred thereby.

- 4.6.4 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.7 Contract Assignment:

- 4.7.1 Any contract assignment, except as noted below, shall require prior written consent by the state, which shall not be unreasonably withheld. However, the contractor may assign the contract without the state's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The contractor must notify the state agency of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

4.8 Contractor Liability:

- 4.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.9 Insurance:

- 4.9.1 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. In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.
- 4.9.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.10 Single Point of Contact and Responsibility:

- 4.10.1 The contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

4.11 Contractor Status:

- 4.11.1 The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees 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.

4.12 Subcontractors:

- 4.12.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and 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.
- 4.12.2 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.
- 4.12.3 The contractor shall understand and agree 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.
- 4.12.4 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:
 - a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - b. 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.

4.13 Subcontractors:

- 4.13.1 The contractor shall assume and be solely responsible for fulfillment of all contractual obligations and all legal and financial responsibilities related to the execution of a subcontract.
- 4.13.2 The contractor shall understand and agree that utilization of a subcontractor to provide any of the services in the contract shall not relieve the contractor of the responsibility for providing the services specified herein. The contractor shall coordinate activities with the contractor's subcontractors. The state will coordinate activities between the contractor and third party vendors provided by the state.
- 4.13.3 Except in cases where the state's actions are the cause of a subcontractor claim, the contractor must ensure that the State of Missouri is indemnified, saved, and held harmless from all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters to the same extent the contractor indemnifies the state as described in the contract between the State of Missouri and the contractor.
- 4.13.4 The contractor must notify the State of Missouri upon establishing any new subcontracting arrangements related to the products and/or services provided to the State of Missouri as a result of the contract.
- 4.13.5 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:

- a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- b. 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.

4.14 Participation by Other Organizations:

- 4.14.1 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 response. The contractor must meet their participation commitment identified in their awarded response, regardless of the products and/or services purchased by the state from the contract.
 - a. The contractor shall prepare and submit to the state agency 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 state agency.
 - b. The state agency 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 response. 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 state agency 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 response.
 - 1) The contractor must obtain the written approval of the state agency 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 state agency detailing all efforts made to secure a replacement. The state agency 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.

4.15 Substitution of Personnel:

- 4.15.1 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 solicitation. 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.

4.16 Coordination:

- 4.16.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. 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 state agency throughout the effective period of the contract.

4.17 Property of State:

- 4.17.1 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.
- 4.17.2 The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

4.18 Inventions, Patents, and Copyrights:

- 4.18.1 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

4.19 Confidentiality and Security Documents:

- 4.19.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.
- 4.19.2 If required by the state, the contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The contractor shall have the opportunity to review, discuss, and approve the documents the contractor must sign prior to signature. The contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

4.20 Force Majeure:

- 4.20.1 Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

4.21 Actions, Suits, or Proceedings:

- 4.21.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.
- 4.21.2 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 state agency immediately.

4.22 Warranties and Representations:

- 4.22.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:
- a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state agency,
 - b. be fit and sufficient for the purpose expressed in the IFB,
 - c. for any goods provided, be merchantable,
 - d. be of good materials and workmanship, and
 - e. be reasonably free from defect.
- 4.22.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

4.23 Conflict of Interest:

- 4.23.1 The contractor agrees that during the term of the contract neither the contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.24 Remedies and Rights:

- 4.24.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- 4.24.2 The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.
- 4.24.3 The contractor understands and agrees that the state reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

4.25 Communications and Notices:

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

4.26 Survivability of Terms:

- 4.26.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

****END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION****

5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION

5.1 Bid Submission Overview:

- 5.1.1 Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
- 5.1.2 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the procurement officer of record indicated on the first page of this IFB. It is preferred that questions be emailed to the procurement officer.
- 5.1.3 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the state agency believes that any IFB provisions are: (1) ambiguous, (2) contradictory or arbitrary, (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 vendor's ability to submit a bid. Likewise, if the IFB lacks needed clarity and will otherwise necessitate the inclusion of vendor assumptions, vendor should request an amendment to the IFB prior to the closing date and time to identify needed information.
- 5.1.4 All responses must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required.
- 5.1.5 By submitting a bid, the vendor agrees to furnish the equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 5.1.6 Bid responses, including all prices therein, shall remain valid for 90 calendar days from bid opening. If the bid is accepted and awarded, the entire response, including all prices, shall be firm for the specified contract period.
- 5.1.7 All equipment and supplies offered in a bid response 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.
- 5.1.8 The state agency reserves the right to officially amend or cancel an IFB after issuance.

5.2 Preparation of Bid:

- 5.2.1 Business Compliance Pre-Work: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid response.
- 5.2.2 IFB Vendor Response Exhibits: The vendor must submit properly completed IFB Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
 - a. **Exhibit A, Bid Signature Page** should be completed and placed at the beginning of the response to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by any IFB amendments. The remaining exhibits should be placed in sequential order after **Exhibit A, Bid Signature Page**.
 - b. Vendors do not need to return the IFB Sections or IFB Attachments contained herein with their response.

- 5.2.3 Bid Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a response shall be the vendor's sole responsibility whether or not any award results from this IFB. The state shall not reimburse such costs.
- 5.2.4 Bid Page Numbering: The response should be page numbered.
- 5.2.5 Bid Font: The bid should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the bid, the font size may be smaller than 11 point.
- 5.2.6 Embedded Files, Hyperlinks, and Video Clips: The vendor should not include embedded files, hyperlinks, or video clips within their response to the IFB. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor shall understand the state is not obligated to consider such information in the evaluation of the vendor's response.
- 5.2.7 Completeness of Bid: It is the vendor's sole responsibility to submit complete and clear information in their bid in response to the IFB Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may have an adverse impact on the evaluation of their bid. Information not relevant to the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.

5.3 Compliance with Requirements, Terms and Conditions:

- 5.3.1 Non-compliant bids shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, “(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal.” Therefore, taking exception to mandatory provisions of the IFB shall place the vendor at risk for being non-responsive and ineligible for award.
- 5.3.2 Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
 - a. Exceptions to mandatory provisions of the IFB place the vendor at risk for being non-responsive and ineligible for award.
 - b. Section 1 of the IFB provides required instructions for addressing IFB questions and requesting changes or clarifications to the IFB prior to the bid closing date.
- 5.3.3 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the IFB and its contractual requirements.
- 5.3.4 In the event that the vendor is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the state agency or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the state agency. If the state agency 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.
- 5.3.5 In the event all vendors fail to meet the same mandatory requirement in an IFB, the state agency reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the state agency reserves the right to waive any minor irregularity or technicality found in any individual response.

5.4 Foreign Vendors:

- 5.4.1 Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.
- a. When submitting a response, the vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their response advising the state agency if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.
 - b. Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.5 On-line Submission of Solicitation Response:

- 5.5.1 In order for the vendor to submit their bid in MissouriBUYS, powered by MOVERS in a “Prospective” or “Spend Authorized” registration status. The vendor must achieve “Approved” registration status in MissouriBUYS (WebProcure/Proactis) and “Spend Authorized” registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri’s web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.
- 5.5.2 THE REGISTERED VENDOR MUST SUBMIT THEIR SEALED BID ELECTRONICALLY THROUGH MISSOURIBUYS, POWERED BY MOVERS. All bids must (1) be submitted by a duly authorized representative of the vendor’s organization, (2) contain all information required by the IFB, and (3) be priced as required. Unless the IFB specifies otherwise, no other means of bid submission, modification, or retraction or withdrawal shall be allowed.
- a. Registered vendors must submit their bid electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed IFB Vendor Response Exhibits (including **Exhibit A, Bid Signature Page** and all other exhibits) and all other contents of their bid. The registered vendor is instructed to review the IFB submission provisions carefully to ensure they provide all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/bid-board> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS), at: <https://missouribuys.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>. Electronic responses shall not be submitted via email.
 - b. The exhibits, forms, and Pricing Page(s) provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor’s response attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.
 - 1) In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with

an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents

- c. Faxed and emailed responses shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

- 5.5.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the bid closing date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
- 5.5.4 If a registered vendor submits multiple responses in MissouriBUYS, powered by MOVERS and if such responses are not identical, the vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.
- 5.5.5 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the vendor should submit the bid attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The vendor should use the Microsoft Edge web browser when submitting their bid response in MissouriBUYS, powered by MOVERS. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.
 - a. If vendor technical assistance is needed when submitting a bid response, contact solicitations@oa.mo.gov.
- 5.5.6 Responses may be modified online in MissouriBUYS, powered by MOVERS prior to the official closing date and time. Other methods to request to modify a response prior to the official closing date and time shall not be honored.
- 5.5.7 To retract a bid response on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: <https://missouribuy.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.
- 5.5.8 A response may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor to the state agency. Justification of withdrawal decision may include a significant error or exposure of response information that may cause irreparable harm to the vendor.
- 5.5.9 When submitting their electronic response, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the response unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- 5.5.10 It shall be the sole responsibility of the vendor to monitor the MissouriBUYS, powered by MOVERS Bid Board to obtain a copy of the IFB amendment(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an amendment being issued should receive e-mail notification of the amendment(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors 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 bid closing date and time specified in the IFB. If the IFB is cancelled after the bid closing date and time specified in the IFB, the procurement officer of record will send email notification to all vendors that responded to the IFB informing them of the cancellation of the IFB.

5.6 Bid Opening:

- 5.6.1 Bid openings are public on the closing date and at the opening time specified on the IFB document.
- 5.6.2 Late Bid: Bids which are not received prior to the official bid closing 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 and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

5.7 Award Determination:

- 5.7.1 The award(s) shall be made to the lowest and best bid(s) for the region or combination of regions outlined above determined to serve the state's best interests.
- 5.7.2 Award(s) shall be made to the vendor(s) whose bid(s) (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB, and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- 5.7.3 The state agency 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 state agency based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- 5.7.4 Any award of a contract shall be made by notification from the state agency to the successful vendor. The final determination of contract award(s) shall be made by the state agency.
- 5.7.5 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed 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.
- 5.7.6 After a contract is executed or all bids are rejected, all bids are uploaded for public viewing at MissouriBUYS, powered by MOVERS.

5.8 Evaluation Process:

- 5.8.1 In order to complete the awards identified above, the state agency will follow the evaluation process identified herein to determine the lowest and best vendor(s).
- 5.8.2 Evaluation Committee and Subject Matter Expert(s): The vendor is advised that an evaluation committee and possibly subject-matter experts may be used to review and assess the bids for responsiveness to mandatory requirements of the IFB in accordance with the evaluation criteria stated in the IFB. The ethical standards of 1 CSR 40-1.050(7)(O) will apply to evaluators.
- 5.8.3 Compliance Review: Each bid submitted in response to the IFB will be reviewed for compliance with the mandatory requirements of the IFB. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) bid.
 - a. A bid which contains non-responsiveness issues, shall be considered unacceptable and eliminated from further consideration in the evaluation.
 - b. In the event only one bid is received, the State of Missouri reserves the right to review the bid to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award in lieu of conducting an assessment of the bid in accordance with the evaluation criteria identified herein. Such determination shall be based upon information submitted in the bid.

- c. The state agency reserves the right to reject any and all bids.
- d. The state agency monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

5.8.4 Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid. In order to be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their bid may result in a non-compliance determination of their bid response. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

- a. Business Compliance **Exhibit F, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
- b. Business Compliance **Exhibit G, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority from be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
- c. Business Compliance **Exhibit H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** – Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:~:text=285.530.,liability%20of%20contractors%20and%20subcontractors>), the vendor must affirm the vendor'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 vendor should complete applicable portions of **Exhibit H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
- d. Business Compliance **Exhibit I, Services Outside the United States** - If any services offered under this IFB are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the bid.
- e. Business Compliance **Exhibit J, Employee/Conflict of Interest**
- f. Business Compliance **Exhibit K, Federal Funding Unique Identity ID** – The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on **Exhibit K, Federal Funding Unique Identity ID**.
- g. General Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor 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. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the state agency. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- 1) Taxes (e.g., city/county/state/federal)
- 2) State and local certifications (e.g., professions/occupations/activities)
- 3) Licenses and permits (e.g., city/county license, sales permits)
- 4) Insurance (e.g., worker's compensation/unemployment compensation)

- h. Each bid submitted in response to the IFB will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.8.5 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the procurement officer before contract award. Upon discovering an apparent clerical error, the procurement officer will contact the vendor and request clarification of the intended response. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- a. The state agency reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

Evaluation Criteria	Evaluation Element	Maximum Points
COST BID		200 points
TOTAL		200 points
BONUS POINT PREFERENCES		
	Missouri Service-Disabled Veteran Business Enterprise Preference	3 points
Details for each of the evaluation categories, evaluation criteria, and evaluation elements outlined above are further defined in the following sections.		

5.8.6 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. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's case studies, or from any other source.

5.8.7 In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.

5.9 Cost Bid Evaluation:

5.9.1 Objective Evaluation of Cost: The cost evaluation shall be based on a total cost determined by multiplying the quantities by the prices for each line item stated on **Exhibit C, Pricing Pages** for the original contract period and each potential renewal period.

- a. The evaluation of cost will include the original contract period and any potential renewal periods.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{X}} =$$

Compared Vendor's Price	Maximum Cost Evaluation Points (200)	Assigned Cost Points
5.9.2 Cost Evaluation Quantities: The vendor shall understand and agree that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.		
5.9.3 Prompt Payment Discount: The vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. However, since such discounts would be conditional upon the state agency being able to meet the payment deadline, such discount shall not be considered in the cost bid evaluation.		
5.9.4 Maximum Potential Financial Liability to the State of Missouri: Unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.		
5.10 Question and Answer (Q&A) Conference or Interview:		
5.10.1 After an initial evaluation phase, one or more question and answer conference(s) or interview(s) may be conducted with the vendor, in person or via a virtual meeting, if deemed necessary by the state agency.		
5.10.2 If requested to be in person at the state's location, the cost of attending the conference shall be at the vendor's expense. All arrangements for the question and answer conference(s) or interview(s) facility and scheduling of the question and answer conference(s) or interview(s) shall be coordinated by the state agency. The state will issue a 'hold the date' statement to the vendors prior to the question and answer conference(s) or interview(s) date(s) to allow the vendor time to prepare and book travel arrangements.		
5.11 Evaluation of Bonus Point Preference - Service-Disabled Veteran Business Enterprises (SDVEs) Preference:		
5.11.1 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit D, Missouri Service-Disabled Veteran Business Enterprise Preference with the solicitation. If the solicitation does not include the completed Exhibit D in accordance with the instructions provided therein, no preference points will be applied. In order to be considered a qualified SDVE for purposes of this IFB, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the bid opening date.		

****END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION****

EXHIBIT A BID SIGNATURE PAGE



**STATE OF MISSOURI
DEPARTMENT OF THE NATIONAL GUARD
INVITATION FOR BID (IFB)**

IFB MONG0000000011SL COMPREHENSIVE MEDICAL TESTING AND ASSESSMENT SERVICES

Vendor's Organization Name:			
MissouriBUYS Supplier Number:			
Point of Contact:			
Phone Number:		Email Address:	
Mailing Address:			
City/State/Zip:			
Vendor Tax Filing Type with IRS (check one):	☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt		

I am authorized to submit a bid to the State of Missouri in response to the IFB, on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB and any previously issued IFB amendments.

Authorized Signature	Date
Printed Name	Title

EXHIBIT B, BID SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their bid. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their bid, including all exhibits, are properly completed and submitted with their bid. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description – While not all documents/items listed below are mandatory in submitting a responsive bid, failure to provide adequate information to completely address the specified evaluation criteria may at least result in minimal subjective consideration and may result in <u>rejection</u> of the vendor's response.	Task Complete
1.	Complete and sign Exhibit A, Bid Signature Page .	☐
2.	Complete all pricing required on Exhibit B, Pricing Page(s) .	☐
3.	Complete Exhibit C, Participation Commitment for any SDVE proposed.	☐
4.	Complete Exhibit D, Documentation of Intent to Participate , identifying each Organization for the SDVE proposed.	☐
5.	Complete Business Compliance Exhibit E, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	☐
6.	Complete Business Compliance Exhibit F, Registration of Business Name with the Missouri Secretary of State .	☐
7.	Complete and sign Business Compliance Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required).	☐
8.	Complete Business Compliance Exhibit H, Services Outside the United States .	☐
9.	Complete Business Compliance Exhibit I, Employee/Conflict of Interest .	☐
10.	Complete Business Compliance Exhibit J, Federal Funding Unique Identity ID .	☐
11.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the IFB).	☐

REMINDER: Vendors do not need to return IFB sections 1 through 5 or the IFB attachments, if any, with their response.

EXHIBIT C - PRICING PAGES

1. Pricing Requirements and Instructions:

- a. Pricing For Line Items: The vendor must provide pricing for all line items as required on the **Exhibit C, Pricing Pages**.
- b. The vendor's prices shall include all packing, handling, and shipping charges FOB Destination, Freight Prepaid and Allowed unless otherwise specified in the IFB.
- c. The vendor must provide firm, fixed pricing and must not enter "TBD" (to be determined) or similar comment in response to the line items identified herein. Failure to fully complete the required cost information may lead to a determination that the bid is non-responsive. The vendor must not propose any per transaction fees or administrative fees to be paid by the state or the vendor selling goods or services to the state.

EXHIBIT C, PRICING PAGES

1. **Mandatory Pricing Pages Requirements:** The vendor shall provide firm, fixed pricing for **Comprehensive Medical examinations, including urine testing**, pursuant to all mandatory requirements herein. The vendor must clearly describe any one-time required firm, fixed costs necessary to meet the IFB requirements herein. The vendor must indicate any other relevant information related to the pricing of their proposed services. The vendor must provide firm, fixed pricing for all products and services needed to meet the requirements identified herein and to fulfill all of the vendor's commitments included in their bid thereto. The vendor must understand and agree, if awarded a contract, no additional costs shall be assessed to the State of Missouri to meet the requirements identified herein unless the State of Missouri amends the contract to request additional Scope of Work.
2. **Required Pricing:** The vendor shall provide firm, fixed pricing for the specified items listed in the table below. (*UNSPSC Code(s): 85122201 Individual Health Assessment*)

Line Item	Mandatory Specifications	Estimated Quantity	Unit	Initial Contract Period Firm, Fixed Price	1 st Renewal Contract Period Maximum Price	2 nd Renewal Contract Period Maximum Price
1	REGION 1 (SEMA Region F) Medical Examination and Assessment Services	60	Exam	\$ _____ per Exam	\$ _____ per Exam	\$ _____ per Exam
2	REGION 2 (SEMA Region D) Medical Examination and Assessment Services	60	Exam	\$ _____ per Exam	\$ _____ per Exam	\$ _____ per Exam

3. **Prompt Payment Discount:** The vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. Any proposed discounts are conditional based upon the state agency's ability to meet the payment deadline. Therefore, any proposed prompt payment discounts cannot be considered in the cost bid evaluation.

Vendor's Response:

EXHIBIT D, PARTICIPATION COMMITMENT

Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment - If the vendor is committing to SDVE Participation (as detailed in Section 5, Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the vendor is a qualified SDVE Participant?, the vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the vendor's response, in order to receive evaluation consideration for the Participation.

SDVE Resources: A list of Certified Service Disabled Veteran Business Enterprises (SDVE) can be found at the following website: <https://oeo.mo.gov/sdve-certification-program/> by clicking the "Certified SDVE Vendor Database" button.

Participation Commitment Submission Instructions:

For each SDVE proposed the vendor must:

1. identify the name of each qualified SDVE,
2. describe the proposed products/services and/or identify IFB Paragraph number of IFB Scope of Work which requires the proposed products/services,
3. if participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and
4. enter the committed participation percentage of the actual total contract value in the appropriate column.

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 SDVE Proposed	Description of Proposed Products/Services and IFB Paragraph Number Which Requires Proposed Products/Services within the Statement of Work	If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed	Committed Percentage of Participation (% of the Actual Total Contract Value)
			%
			%
			%
Total Committed Percentage(s) (must minimally be 3%)			%

REMINDER: The vendor must also provide a properly completed **Exhibit E, Documentation of Intent to Participate Form** for each qualified SDVE.

EXHIBIT E, DOCUMENTATION OF INTENT TO PARTICIPATE

Instructions: If the vendor is proposing to include the participation of a qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the vendor must either provide this exhibit or letter of intent recently signed by the proposed SDVE documenting the following information with the vendor's response.

~ Copy This Form for Each Organization Proposed ~

Vendor 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 vendor identified above.

Indicate appropriate business classification(s): ☐ SDVE

Name of Organization:			
(Name of SDVE)			
Contact Name:		Email:	
Address (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:	

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 (SDVE)

Date

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the signature page of **Exhibit A, Bid Signature Page** of this original document and any amendment signature page(s) that the vendor 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 vendor shall provide documentation of compliance with the vendor's response and upon request by the state agency.

- Business Compliance **Exhibit F**, State of Missouri Tax Compliance
- Business Compliance **Exhibit G**, Registration of Business Name with the Missouri Secretary of State
- Business Compliance **Exhibit H**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance **Exhibit I**, Services Outside the United States
- Business Compliance **Exhibit J**, Employee/Conflict of Interest
- Business Compliance **Exhibit K**, Federal Funding Unique Identity ID

**BUSINESS COMPLIANCE EXHIBIT F -
STATE OF MISSOURI TAX COMPLIANCE**

In accordance with section 34.040.7, RSMo, the state agency is precluded from contracting with a vendor or its affiliate who 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.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)

Yes ☐ No ☐

If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR

Date: __/__/____ (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT G,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of bid submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification	
Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business. Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at https://openforbiz.mo.gov/ for additional information.	
Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes ☐ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)
Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.	
Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

**BUSINESS COMPLIANCE EXHIBIT H,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The vendor 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 https://www.e-verify.gov/ . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency. |

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, 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.

(Complete Box A if you are a non-business entity as defined above)

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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 this IFB 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 state agency 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

**BUSINESS COMPLIANCE EXHIBIT H,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

(Complete Box B 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 _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- ☐- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; 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 vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor'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.

**BUSINESS COMPLIANCE EXHIBIT H,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

AFFIDAVIT OF WORK AUTHORIZATION:

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

Comes now _____ (Name of Business Entity Authorized Representative) as
_____ (Position/Title) first being duly sworn on my oath, affirm _____
(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 _____ (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.)

_____ <i>Authorized Representative's Signature</i>	_____ Printed Name
_____ Title	_____ Date
_____ E-Mail Address	_____ E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of _____
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

_____ <i>Signature of Notary</i>	_____ Date
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**BUSINESS COMPLIANCE EXHIBIT H,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

(Complete Box C 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 state agency 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 vendor's name and the MOU signature page completed and signed by the vendor 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 State Agency** to Which Previous E-Verify Documentation Submitted:

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:

Procurement officer

Date

**BUSINESS COMPLIANCE EXHIBIT I,
SERVICES OUTSIDE THE UNITED STATES**

Pursuant to [Executive Order 04-09](#) subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work (or having a subcontractor perform work) pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor (or a proposed subcontractor) be performed at sites outside the United States? <u>If the answer is "yes", then provide the information below.</u> If the answer is "no", then the vendor does not need to complete the rest of this exhibit.		Yes ☐	No ☐
Identify the name of the vendor and/or proposed subcontractor(s) that would be performing services at a site outside the United States.			
Describe the services proposed to be performed at sites outside the United States.			
Identify where the services would be performed at sites outside the United States.			
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States.			
Identify why the services need to be performed at sites outside the United States.			
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below.		Yes ☐	No ☐
Mark the appropriate exemption below, and provide the requested details: (a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically provided good or service that can adequately duplicate the unique features provided by the vendor or its subcontractor. EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE: _____ (b) ☐ Foreign firm hired to market Missouri services/products to a foreign country. IDENTIFY THE APPLICABLE IFB PARAGRAPHS HEREIN: _____ (c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor or subcontractor's services would result in economic hardship to the state. EXPLAIN HOW: _____ (d) ☐ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: _____ %			

**BUSINESS COMPLIANCE EXHIBIT J,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are 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 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**BUSINESS COMPLIANCE EXHIBIT K,
FEDERAL FUNDING UNIQUE IDENTITY ID**

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name:	Vendor's Unique Identity ID Number:
Parent Organization's Name:	Parent Organizations Unique Identity ID Number:

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate” and “Department” as used in this section shall mean “covered entity.”
2. The contractor agrees that for purposes of the Business Associate Agreement contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
 - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. “Health Care” as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:
 - 1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - 2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.
 - h. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - i. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - j. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - k. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer
 - l. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Agreement.

- m. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - n. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
- 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- 6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- 6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- 6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- 6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor**
- 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

- d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under this agreement for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Agreement of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this agreement.
8. **Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor

maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

HEALTH QUESTIONNAIRE

Date _____ Patient Name: _____ Date of Birth: _____

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

INSTRUCTIONS:

- Type or legibly print (in ink), or complete.
- This medical history statement is confidential. If hired, the information you provide will be part of your medical record, separate from your personnel file.
- The initial examination has been contracted. Any additional x-rays, tests, or examinations may be at your expense.

	Not at all sure	Several days	Over half the days	Nearly every day
1. Feeling nervous, anxious, or on edge.	0	1	2	3
2. Not being able to stop or control worrying.	0	1	2	3
3. Worrying too much about different things.	0	1	2	3
4. Trouble relaxing.	0	1	2	3
5. Being so restless that it's hard to sit still.	0	1	2	3
6. Becoming easily annoyed or irritable.	0	1	2	3
7. Feeling afraid as if something awful might happen.	0	1	2	3
Add the score for each column				

Total Score (add your column scores): _____

If you checked off any problems, how difficult have these made it for you to do your work, take care of things at home, or get along with other people? (Circle one)

Not difficult at all

Somewhat difficult

Very Difficult

Extremely Difficult

Over the last 2 weeks, how often have you been bothered by any of the following problems?

Please circle your answers.

	Not at all	Several days	More than half the days	Nearly every day
1. Little interest or pleasure in doing things.	0	1	2	3
2. Feeling down, depressed, or hopeless.	0	1	2	3
3. Trouble falling or staying asleep, or sleeping too much.	0	1	2	3
4. Feeling tired or having little energy.	0	1	2	3
5. Poor appetite or overeating.	0	1	2	3
6. Feeling bad about yourself – or that you are a failure or have let yourself or your family down.	0	1	2	3
7. Trouble concentrating on things, such as reading the newspaper or watching television.	0	1	2	3
8. Moving or speaking so slowly that other people could have noticed. Or the opposite – being so fidgety or restless that you have been moving around a lot more than usual.	0	1	2	3
9. Thoughts that you would be better off dead, or of hurting yourself in some way.	0	1	2	3
Add the score for each column				

Total Score (add your column scores): _____

If you indicated any problems, how difficult have these made it for you to do your work, take care of things at home, or get along with other people? (Circle one)

Not difficult at all

Somewhat difficult

Very Difficult

Extremely Difficult

10. Section for healthcare provider to input any patient comments/explanations regarding answers provided on prior page.

Y	N	?	ANSWER EACH OF THE FOLLOWING QUESTIONS.
☐	☐	☐	11. Have you ever done a medical screening as part of a pre-employment or post-employment purpose?
☐	☐	☐	12. Have you ever been refused employment or been unable to hold a job because of any physical, psychological, or other medically-related reason?
☐	☐	☐	13. Have you ever been treated for or diagnosed with any condition affecting judgment, impulse control, or decision-making?
☐	☐	☐	14. Have you ever coughed, or wheezed, or had chest discomfort during or after exercise?
☐	☐	☐	15. Do you have any physical limitations?
☐	☐	☐	16. Have you been rejected for, or discharged from the military because of, physical, mental, or other medically-related reasons?
☐	☐	☐	17. Do you need any reasonable accommodation to assist you in performing required job tasks?
☐	☐	☐	18. Have you ever been absent from work due to job stress?
☐	☐	☐	19. Have you missed more than five days from work in the past 12 months due to medically-related reasons?
☐	☐	☐	20. Have you ever been absent from work because of back/neck pain or problems? Have you ever seen a doctor for this?
☐	☐	☐	21. Do you have any mental health conditions and/or diagnoses?
☐	☐	☐	22. Do you currently receive psychological or mental health treatment and/or counseling?
☐	☐	☐	23. In the past year, have you had a change in the size and color of a mole or a sore that would not heal?
☐	☐	☐	24. Do you ever wake up short of breath?
☐	☐	☐	25. Have you ever had any breathing problems using a gas mask? (Check "NO" if you have never used a gas mask.)
☐	☐	☐	26. Do you currently smoke cigarettes? If YES: How many packs per day? For how long (in years)?
☐	☐	☐	27. Are you an ex-smoker? If YES: How many years did you smoke? Packs per day? Approximate date quit:
☐	☐	☐	28. Have you used chewing tobacco or smoked cigars/pipes in the last 15 years?
☐	☐	☐	29. Have you ever had a positive drug or alcohol test?
☐	☐	☐	30. Are you now or have you ever been enrolled in a drug or alcohol rehabilitation program?
☐	☐	☐	31. Per week: I drink _____ bottles / cans of beer _____ glasses of wine _____ glasses of hard liquor
☐	☐	☐	32. Has anyone ever been concerned about your drinking or suggested that you cut down?
☐	☐	☐	33. Have you ever been convicted of driving while under the influence (DUI)?
☐	☐	☐	34. Do you struggle with depression, anxiety, and/or with your moods?
☐	☐	☐	35. Have you ever had a drink first thing in the morning to steady your nerves or get rid of a hangover?
			36. I am: ☐ Right-handed ☐ Left-handed
☐	☐	☐	37. Have you ever been hospitalized overnight (except for pregnancy)?
☐	☐	☐	38. Have you had any surgical operations?
☐	☐	☐	39. Have you been exposed to loud noise today? If YES: Were you wearing hearing protection?

☐	☐	☐	40. Have you sustained any disabling illnesses or medical conditions within the past 5 years?
☐	☐	☐	41. Do you occasionally use, or are you currently taking, any prescription or over-the-counter medications?
☐	☐	☐	42. Have you taken any medication within the past 12 months for any reason?
☐	☐	☐	43. Have you been rejected for, or discharged from the military because of a medical injury?
☐	☐	☐	44. If you served in the military and were discharged, did you ever apply to the Veteran's Administration (VA) for service-connected disability for medical injuries?

SECTION 3: MEDICAL HISTORY continued

44. Briefly explain any items you marked "Yes" or "?". In addition, describe anything else which you feel may be important to evaluating your medical suitability for the position, including any condition(s) not specifically referred to in the preceding questions.

[illegible]

SECTION 4: MEDICAL CONDITIONS — Indicate if you have, or ever had, any of the following conditions. If you're unsure, mark "?"

	Y	N	?		Y	N	?		Y	N	?
45. EYE, EAR, NOSE, THROAT											
A) Eye surgery	☐	☐	☐	H) Glaucoma	☐	☐	☐	O) Ringing or buzzing in ears	☐	☐	☐
B) Refractive surgery (e.g., Lasik, PRK)	☐	☐	☐	I) Blurred or double vision	☐	☐	☐	P) Decreased hearing	☐	☐	☐
C) Orthokeratology / retainer lenses	☐	☐	☐	J) Abnormal color vision test	☐	☐	☐	Q) Ear surgery	☐	☐	☐
D) Vision therapy	☐	☐	☐	K) Sinus trouble	☐	☐	☐	R) Earache	☐	☐	☐
E) Vision impairment	☐	☐	☐	L) Loss of smell	☐	☐	☐	S) Abnormal audiogram	☐	☐	☐
F) Need to wear corrective lenses	☐	☐	☐	M) Allergy / Hay fever	☐	☐	☐		☐	☐	☐
G) Cataracts	☐	☐	☐	N) Ruptured ear drum	☐	☐	☐		☐	☐	☐
46. RESPIRATORY											
A) Asthma (age at last episode _____)	☐	☐	☐	D) Positive TB skin test	☐	☐	☐	G) Chest tightness	☐	☐	☐
B) Shortness of breath	☐	☐	☐	E) Coughed up blood	☐	☐	☐	H) Wheezing	☐	☐	☐
C) Chronic or frequent cough	☐	☐	☐	F) Pneumothorax (collapsed lung)	☐	☐	☐	I) Blood clot in lung	☐	☐	☐
47. GASTROINTESTINAL											
A) Ulcer / Stomach trouble	☐	☐	☐	F) Gall bladder trouble	☐	☐	☐	K) Abnormal liver test / Liver disease	☐	☐	☐
B) Vomited blood	☐	☐	☐	G) Hepatitis	☐	☐	☐	L) Hernia	☐	☐	☐
C) Persistent diarrhea	☐	☐	☐	H) Mucous in stool	☐	☐	☐	M) Irritable Bowel Syndrom	☐	☐	☐
D) Colitis	☐	☐	☐	I) Black / bloody bowel movement	☐	☐	☐	N) Crohn's Disease	☐	☐	☐
E) Recurrent hemorrhoids	☐	☐	☐	J) Pancreatitis	☐	☐	☐		☐	☐	☐
48. GENITOURINARY											
A) Kidney disease or stone	☐	☐	☐	D) Blood in urine	☐	☐	☐	G) Menstrual discomfort kept you from work	☐	☐	☐
B) Bladder trouble	☐	☐	☐	E) Prostatitis	☐	☐	☐	H) Currently pregnant	☐	☐	☐
C) Difficulty urinating	☐	☐	☐	F) Irregular vaginal bleeding	☐	☐	☐		☐	☐	☐
49. CARDIOVASCULAR											
A) Heart attack	☐	☐	☐	E) Enlarged heart	☐	☐	☐	I) Rheumatic fever	☐	☐	☐
B) Heart murmur	☐	☐	☐	F) Palpitation (irregular heartbeat)	☐	☐	☐	J) Swelling of foot or leg	☐	☐	☐
C) Heart failure	☐	☐	☐	G) High blood pressure	☐	☐	☐	K) Painful varicose veins	☐	☐	☐
D) Heart valve abnormality	☐	☐	☐	H) Pain or discomfort in chest	☐	☐	☐		☐	☐	☐
50. MUSCULOSKELETAL											
A) Fracture / Broken bone	☐	☐	☐	C) Neck trouble / pain	☐	☐	☐	E) Arthroscopy	☐	☐	☐
B) Back trouble / pain	☐	☐	☐	D) Shin pain	☐	☐	☐	F) Arthritis / Rheumatism	☐	☐	☐
51. JOINT INJURY / SURGERY / DISLOCATION / PAIN / SWELLING											
A) Shoulder	☐	☐	☐	D) Fingers / Toes	☐	☐	☐	G) Ankle / Foot	☐	☐	☐
B) Elbow	☐	☐	☐	E) Hip	☐	☐	☐	H) Other joint pain or swelling	☐	☐	☐
C) Wrist	☐	☐	☐	F) Knee	☐	☐	☐		☐	☐	☐

SECTION 4: MEDICAL CONDITIONS continued

				Y	N	?					Y	N	?
52. NEUROLOGICAL													
A) Epilepsy	☐	☐	☐	F) Head Injury	☐	☐	☐	K) Skull defect	☐	☐	☐		
B) Convulsion / Seizure	☐	☐	☐	G) Loss of consciousness	☐	☐	☐	L) Tremors	☐	☐	☐		
C) Fainting spells / Blackouts	☐	☐	☐	H) Frequent / recurrent headache	☐	☐	☐	M) Meningitis / Encephalitis	☐	☐	☐		
D) Recurrent dizziness	☐	☐	☐	I) Migraine / Sinus headaches	☐	☐	☐	N) Numbness of extremities	☐	☐	☐		
E) Carpal Tunnel Syndrome	☐	☐	☐	J) Multiple Sclerosis	☐	☐	☐						

53. MISCELLANEOUS

A) Diabetes	☐	☐	☐	I) Cancer / Leukemia	☐	☐	☐	Q) Recurrent fever in the last year	☐	☐	☐
B) Low blood sugar	☐	☐	☐	J) Wool allergy	☐	☐	☐	R) Eczema	☐	☐	☐
C) Thyroid trouble	☐	☐	☐	K) Non-healing sores	☐	☐	☐	S) Claustrophobia	☐	☐	☐
D) Bleeding tendencies	☐	☐	☐	L) Chronic fatigue	☐	☐	☐	T) Sleep apnea	☐	☐	☐
E) Anemia	☐	☐	☐	M) Night sweats	☐	☐	☐	U) Snoring	☐	☐	☐
F) Enlarged glands	☐	☐	☐	N) Undesired weight loss or gain	☐	☐	☐	V) Sleep problems / disorders	☐	☐	☐
G) Cyst / tumor	☐	☐	☐	O) Heat stress	☐	☐	☐	W) Any other problem or illness not listed that may affect job performance	☐	☐	☐
H) Skin problems / rashes	☐	☐	☐	P) Multiple chemical sensitivity	☐	☐	☐		☐	☐	☐

54. Explain any medical conditions you marked "Yes" or "?". Reference the corresponding item number and letter in your response (for example, 47B, 51F, etc.)

[illegible]

I hereby authorize the performance of a complete medical examination, x-rays, blood testing, and urine testing. I am aware that laboratory testing may be used to detect illegal substances and therapeutic medications, and to verify my answers to the questions contained in this medical questionnaire. I also authorize the medical examiner to obtain current or past medical records and to discuss my medical status and history with my treating physician or other medical consultants as necessary. I declare that my answers are true to the best of my knowledge and belief. I am aware that any willful inaccuracy may be regarded as cause for disqualification for employment.

DATE _____

ITEM #	COMMENTS / NOTES
--------	------------------

[illegible]

SECTION 7: VISION

PASSED ☐ **FAILED** ☐

COMMENTS (IF ANY)



ATTACHMENT 3

MONG Medical Assessment of Disability and Reasonable Accommodation

TO BE COMPLETED BY PHYSICIAN/ HEALTH CARE PROVIDER -- *Must also consult job/position description.*

THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 ("GINA") PROHIBITS EMPLOYERS AND OTHER ENTITIES COVERED BY GINA TITLE II FROM REQUESTING OR REQUIRING GENETIC INFORMATION OF EMPLOYEES OR THEIR FAMILY MEMBERS. IN ORDER TO COMPLY WITH THIS LAW, WE REQUEST THAT YOU NOT PROVIDE ANY GENETIC INFORMATION WHEN RESPONDING TO THIS REQUEST FOR MEDICAL INFORMATION. 'GENETIC INFORMATION,' AS DEFINED BY GINA, INCLUDES AN INDIVIDUAL'S FAMILY MEDICAL HISTORY, THE RESULTS OF AN INDIVIDUAL'S OR FAMILY MEMBER'S GENETIC TESTS, THE FACT THAT AN INDIVIDUAL OR AN INDIVIDUAL'S FAMILY MEMBER SOUGHT OR RECEIVED GENETIC SERVICES, AND GENETIC INFORMATION OF A FETUS CARRIED BY AN INDIVIDUAL OR AN INDIVIDUAL'S FAMILY MEMBER OR AN EMBRYO LAWFULLY HELD BY AN INDIVIDUAL OR FAMILY MEMBER RECEIVING ASSISTIVE REPRODUCTIVE SERVICES.

1. HOW LONG HAVE YOU BEEN THE PATIENT'S PHYSICIAN/HEALTH CARE PROVIDER? _____

2. DOES THE PATIENT HAVE A PHYSICAL AND/OR MENTAL IMPAIRMENT/LIMITATION? ☐ YES ☐ NO

IF **YES**, WHAT IS THE PATIENT'S DIAGNOSIS? _____

3. APPROXIMATELY WHEN DID THE PATIENT FIRST EXPERIENCE THIS MEDICAL CONDITION(S)? _____

4. DOES THE PHYSICAL OR MENTAL IMPAIRMENT LIMIT ONE OR MORE MAJOR LIFE ACTIVITIES OR BODILY FUNCTIONS? ☐ YES ☐ NO

IF **YES**, WHAT MAJOR LIFE ACTIVITIES OR BODILY FUNCTIONS ARE AFFECTED? (CHECK ALL THAT APPLY.)

☐	BENDING	☐	REACHING	☐	BLADDER	☐	ALLERGY/INTOLERANCE
☐	BREATHING	☐	READING	☐	BOWEL	☐	MUSCULOSKELETAL
☐	CARING FOR SELF	☐	SEEING	☐	BRAIN	☐	NEUROLOGICAL
☐	CONCENTRATING	☐	SITTING	☐	CARDIOVASCULAR	☐	NORMAL CELL GROWTH
☐	EATING/DIGESTIVE	☐	SLEEPING	☐	CIRCULATORY	☐	ORGAN TRANSPLANT
☐	HEARING	☐	SPEAKING	☐	LYMPHATIC	☐	OTHER (DESCRIBE):
☐	INTERACTING WITH OTHERS	☐	STANDING	☐	ENDOCRINE	☐	
☐	LEARNING	☐	THINKING	☐	GENITOURINARY	☐	REPRODUCTIVE
☐	LIFTING/CARRYING RESTRICTIONS	☐	WALKING	☐	HEMIC	☐	RESPIRATORY
☐	PERFORMING MANUAL TASKS	☐	WORKING	☐	IMMUNE	☐	SPECIAL SENSE ORGANS AND SKIN

5. FOR EACH AFFECTED AREA THAT IS CHECKED IN #4 ABOVE, PLEASE SPECIFY THE LEVEL OF SEVERITY:

AFFECTED AREAS	PLEASE INDICATE: MILD, MODERATE, OR SEVERE
•	•
•	•
•	•
•	•
•	•

6. IS THE IMPAIRMENT/LIMITATION PERMANENT? ☐ YES ☐ NO

IF **NOT** PERMANENT, HOW LONG WILL THE IMPAIRMENT/LIMITATION LIKELY LAST? _____

7. DOES THE IMPAIRMENT/LIMITATION REQUIRE PERIODIC VISITS FOR TREATMENT OR CARE? ☐ YES ☐ NO IF

YES, PLEASE ESTIMATE HOW OFTEN? _____

8. WILL THE IMPAIRMENT/LIMITATION CONTINUE OVER AN EXTENDED PERIOD OF TIME? ☐ YES ☐ NO

IF **YES**, ESTIMATED DURATION: _____

9. IS THE PATIENT TAKING MEDICATIONS OR TREATMENTS THAT WOULD BE EXPECTED TO AFFECT JOB PERFORMANCE OR WOULD POSE A DIRECT THREAT OR SAFETY RISK TO THE EMPLOYEE AND/OR SOMEONE ELSE?

☐ YES ☐ NO

IF **YES**, PLEASE DESCRIBE THE EFFECTS AND HOW THE IMPAIRMENT/LIMITATION IS MITIGATED. (PLEASE INCLUDE INFORMATION ABOUT ANY SIDE EFFECTS THAT THE EMPLOYEE EXPERIENCES AS A RESULT OF MEDICATION AND/OR TREATMENT BEING USED.)

10. PLEASE REVIEW THE PATIENT'S POSITION DESCRIPTION/WORK REQUIREMENTS. WHAT ESSENTIAL JOB FUNCTION(S) IS THE EMPLOYEE HAVING TROUBLE PERFORMING BECAUSE OF HIS OR HER IMPAIRMENT(S)/LIMITATION(S)?

11. WHAT REASONABLE ACCOMMODATIONS WOULD YOU SUGGEST THAT MAY ENABLE THE PATIENT TO PERFORM THE ESSENTIAL FUNCTIONS OF HIS OR HER JOB?

CERTIFICATION OF PHYSICIAN/HEALTH CARE PROVIDER: I HEREBY CERTIFY THAT I AM A LICENSED PHYSICIAN/HEALTH CARE PROVIDER AND THAT MY ASSESSMENTS HEREIN ARE BASED OFF MY PROFESSIONAL JUDGMENT AND EVALUATION(S).

SIGNATURE OF PHYSICIAN/HEALTH CARE PROVIDER AND DATE:

PRINTED NAME:

SUBMISSION INSTRUCTIONS FOR PHYSICIAN/HEALTH CARE PROVIDER: PLEASE SEND TO MISSOURI NATIONAL GUARD'S HUMAN RESOURCES VIA EMAIL: HR.NG@MONG.MO.GOV OR VIA MAIL: MISSOURI NATIONAL GUARD, STATE RESOURCES - HUMAN RESOURCES, 2302 MILITIA DRIVE, JEFFERSON CITY, MO 65101.

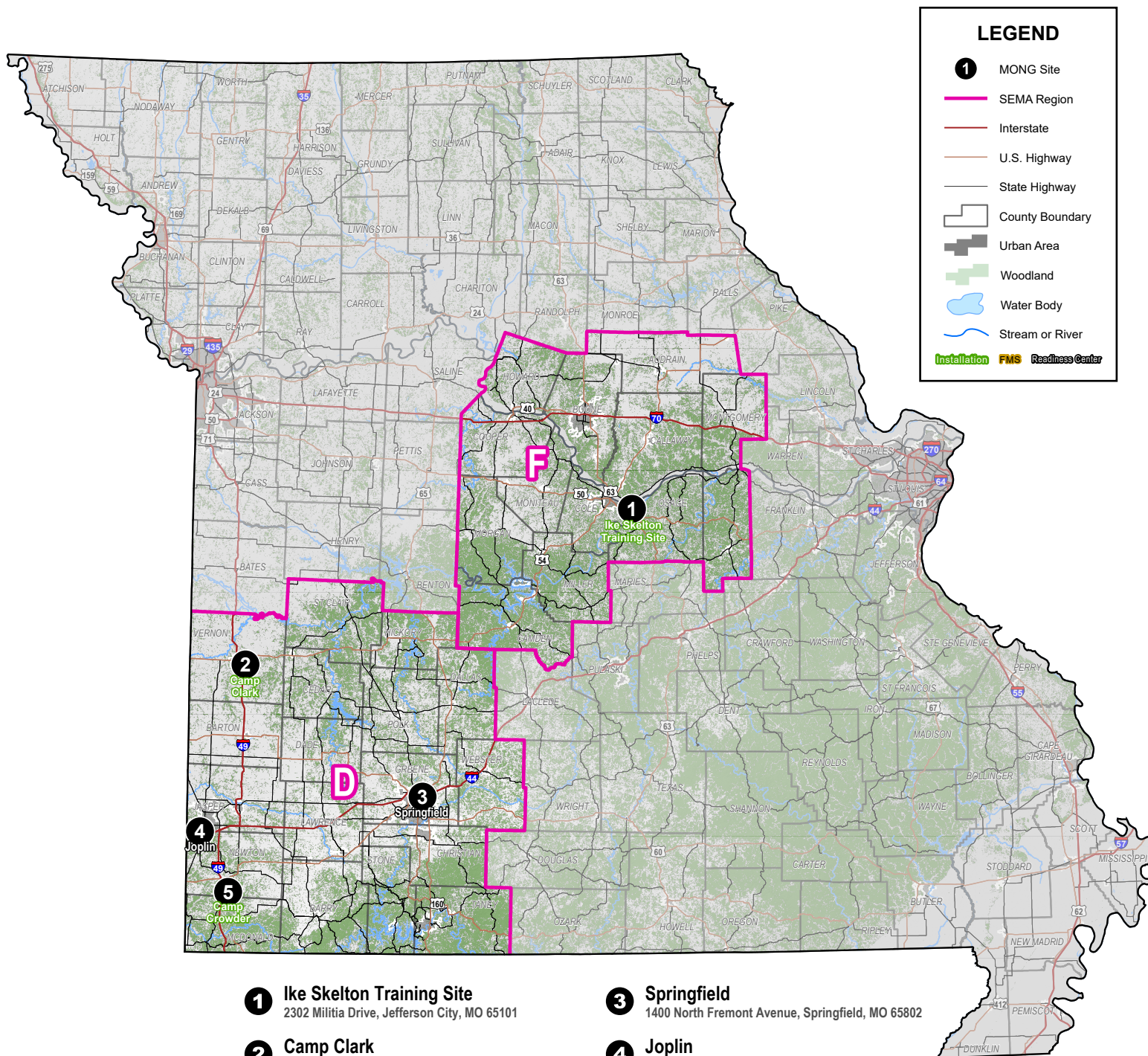
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SEPTEMBER 2026

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