



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CS202289001	CONTRACT TITLE COVID-19 Testing and Analysis Services
AMENDMENT NUMBER N/A	CONTRACT PERIOD April 24, 2020 through October 23, 2020
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 2702188090 1
CONTRACTOR NAME AND ADDRESS Viracor Eurofins 1001 NW Technology Drive Lee's Summit, MO 64086	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Health and Senior Services -Various State Agency Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.045, RSMo, the State of Missouri, Division of Purchasing hereby establishes contract CS202289001 for use by all state agencies COVID-19 testing, pursuant to all terms, conditions, prices and provisions of the attached agreement. All transactions between the state agency and the contractor shall reference the State of Missouri contract number. The contract shall consist of Viracor's proposal dated April 21, 2020, State of Missouri Terms and Conditions (rev 08/17/15), and emails from Michelle Altrich, President and Clinical Laboratory Director, dated 4/22/20, 4/23/20, and 4/24/20.	
BUYER Stacia Dawson	BUYER CONTACT INFORMATION Email: Stacia.Dawson@oa.mo.gov Phone: (573) 522- 3052 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Stacia Dawson</i>	DATE 4/24/20
DIRECTOR OF PURCHASING <i>Karen S. Boeger</i> Karen S. Boeger	

Boeger, Karen

From: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Sent: Friday, April 24, 2020 4:52 PM
To: Boeger, Karen
Cc: TroyBoutelle@viracor-eurofins.com; Deeds, Martha; Richardson, Todd; Lutmer, Brian; Dixon, Cindy; Steelman, Sarah
Subject: RE: Viracor's Missouri Proposal

Karen
I can confirm agreement with the email from April 23rd.
Regards
Michelle

Michelle Altrich PhD, HCLD (ABB)

President

Clinical Laboratory Director

Viracor Eurofins

1001 NW Technology Drive

Lee's Summit, MO 64086

Phone: 816-251-0338

Mobile: 913-205-0979

Email: MichelleAltrich@Viracor-Eurofins.com

Website: www.Viracor-Eurofins.com

From: Boeger, Karen [Karen.Boeger@oa.mo.gov]
Sent: Friday, April 24, 2020 4:48 PM
To: Michelle Altrich
Cc: Troy Boutelle; Deeds, Martha; Richardson, Todd; Lutmer, Brian; Dixon, Cindy; Steelman, Sarah
Subject: RE: Viracor's Missouri Proposal

EXTERNAL EMAIL*

Michelle, we've made progress!

- We received your W-9 and have a vendor number set up in our system;
- We received your completed Request for Tax Clearance and DOR has provided the clearance;
- We received your completed E-Verify form;
- You previously confirmed your agreement with State Terms and Conditions and Open Records provisions.
-

I think the only remaining piece is confirming Viracor's agreement with item 1 in my April 23 email below.

Karen Boeger, CPPB

Director, Division of Purchasing
 State of Missouri, Office of Administration
karen.boeger@oa.mo.gov
 573-751-1699

Division of Purchasing's Website: <https://oa.mo.gov/purchasing>
 MissouriBUYS Website: <https://missouribuys.mo.gov>

From: Boeger, Karen

Sent: Thursday, April 23, 2020 4:44 PM

To: 'Michelle Altrich' <MichelleAltrich@viracor-eurofins.com>

Cc: 'TroyBoutelle@viracor-eurofins.com' <TroyBoutelle@viracor-eurofins.com>; Deeds, Martha <martha.deeds@health.mo.gov>; Richardson, Todd <Todd.Richardson@dss.mo.gov>; Lutmer, Brian <Brian.Lutmer@health.mo.gov>; Dixon, Cindy <Cindy.Dixon@oa.mo.gov>; Steelman, Sarah <Sarah.Steelman@oa.mo.gov>

Subject: FW: Viracor's Missouri Proposal

Michelle, thank you for the emails below confirming your agreement with State Terms and Conditions and open records provisions. I have two more items. The first item is a new area since our discussion earlier this week for allowing the state to authorize some of our capacity to be used for other Missouri public or private entities. The second item below are specific items needed for getting Viracor set up as a vendor with the State of Missouri). If you'd like to get on a call to discuss, I will be off the call I'm currently on no later than 5. Please advise if Viracor is in agreement with item 1 below and please provide the requested items in item 2 to my attention as quickly as possible so that I can expedite the vendor set-up process. ...Karen

1. The contractor agrees to commit to the testing capacity for the State of Missouri at the price per test specified in the "Proposal" and "Pricing Table" provisions of the "Proposal for Services" dated April 21, 2020 provided by Michelle Altrich of Viracor for the period of April 23, 2020 through October 22, 2020.

Proposal

Viracor Eurofins will commit to providing testing and supply chain services at the Proposed Prices listed in the pricing table below.

Viracor Eurofins will commit to a testing capacity of 1500 COVID-19 PCR tests per day, beginning April 27th. These tests will have a turnaround time of 24 – 48 hours from sample receipt. The cost of shipping associated with testing will be the responsibility of Viracor.

Viracor Eurofins will commit to providing 1,500 swabs to Client during the week of April 26th to May 2nd, 4,000 swabs to Client during the week of May 3rd to May 9th, and 7,000 swabs or saliva collection devices per week for weeks beyond May 9th for the foreseeable future. Swabs will be shipped to Client designated locations at Viracor's expense. If we are able to commit to a higher level of swab fulfillment we will contact you with updated numbers. Overall testing capacity without Viracor-provided swabs can be committed at daily test level of at least 1500/day using Viracor testing facilities alone and can be enhanced utilizing the expanded Eurofins Laboratory network.

Pricing Table

Service Provided	Test Code	List Price	Proposed Price
Coronavirus (COVID-19) SARS-Cov-2 PCR	8398	\$343	\$100
Specimen Swab to Support Testing	N/A	N/A	\$0*

*Specimen Swabs provided free of charge, provided that they are used for Viracor COVID-19 testing. Supplies may not be used to send testing to other third party laboratories.

It is understood that the state may not require the total number of tests permitted herein, and the state shall only pay for the actual number of tests completed at the state's request. The vendor understands and agrees the state may authorize certain public and private entities to utilize a specified number of the state's yet unused test capacity under the contract, with payment for such testing to be made by those public and private entities, including any applicable taxes. The State shall determine such authorization based on critical need. In such a situation, the State will, by written authorization, inform the contractor of the public or private entity allowed to utilize a specifically-identified number of the State's capacity, and the contractor shall perform such tests for that entity and bill the entity directly. It is understood that the State is not responsible for any aspect of the testing done for such an authorized entity, including but not limited to payment or collection of the samples. The contractor shall work directly with the entity to accomplish the testing, up to the number of tests authorized by the State. When completed, the contractor shall inform the State of the completion of the testing, and the total number of tests performed.

In the event not all testing capacity committed for the State of Missouri is used by the state or specifically authorized for use by authorized Missouri public or private entities, the state will release the contractor to use the residual capacity for other customers.

2. In order to get Viracor properly set up as a vendor with the State of Missouri, I have to run a tax clearance, get a vendor number assigned, and confirm your agreement with our E-Verify provisions. Consequently, I need the following documents:

- Completed W-9
- Completed 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>
- Completed E-Verify form (attached)

Karen Boeger, CPPB

Director, Division of Purchasing
 State of Missouri, Office of Administration
karen.boeger@oa.mo.gov
 573-751-1699
 Division of Purchasing's Website: <https://oa.mo.gov/purchasing>
 MissouriBUYS Website: <https://missouribuys.mo.gov>

From: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Sent: Wednesday, April 22, 2020 7:41 PM
To: Boeger, Karen <Karen.Boeger@oa.mo.gov>; Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Cc: TroyBoutelle@viracor-eurofins.com; Deeds, Martha <martha.deeds@health.mo.gov>; Richardson, Todd <Todd.Richardson@dss.mo.gov>; Lutmer, Brian <Brian.Lutmer@health.mo.gov>; Dixon, Cindy <Cindy.Dixon@oa.mo.gov>; Steelman, Sarah <Sarah.Steelman@oa.mo.gov>
Subject: RE: Viracor's Missouri Proposal

Yes we are in agreement

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Boeger, Karen" <Karen.Boeger@oa.mo.gov>
Date: 4/22/20 5:12 PM (GMT-06:00)
To: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Cc: Troy Boutelle <TroyBoutelle@viracor-eurofins.com>, "Deeds, Martha" <martha.deeds@health.mo.gov>, "Richardson, Todd" <Todd.Richardson@dss.mo.gov>, "Lutmer, Brian" <Brian.Lutmer@health.mo.gov>, "Dixon, Cindy" <Cindy.Dixon@oa.mo.gov>, "Stelman, Sarah" <Sarah.Stelman@oa.mo.gov>
Subject: RE: Viracor's Missouri Proposal

EXTERNAL EMAIL*

Michelle, I'm sorry, I also need to confirm Viracor's agreement that if a contract is awarded, the contract document (your proposal plus our acceptance) would be considered an open record (see Viracor's Confidentiality Notice on the last page of your proposal). This is a statutory requirement for us in [section 610.021 RSMo.](#) ...Karen

Karen Boeger, CPPB
 Director, Division of Purchasing
 State of Missouri, Office of Administration
karen.boeger@oa.mo.gov

573-751-1699

Division of Purchasing's Website: <https://oa.mo.gov/purchasing>

MissouriBUYS Website: <https://missouribuys.mo.gov>

From: Boeger, Karen

Sent: Wednesday, April 22, 2020 4:57 PM

To: 'Michelle Altrich' <MichelleAltrich@viracor-eurofins.com>

Cc: TroyBoutelle@viracor-eurofins.com; Deeds, Martha <martha.deeds@health.mo.gov>; Richardson, Todd <Todd.Richardson@dss.mo.gov>; Lutmer, Brian <Brian.Lutmer@health.mo.gov>; Dixon, Cindy <Cindy.Dixon@oa.mo.gov>; Steelman, Sarah <Sarah.Steelman@oa.mo.gov>

Subject: RE: Viracor's Missouri Proposal

Thank you, Michelle. I will be in touch later this evening by email or first thing in the morning.

Karen Boeger, CPPB

Director, Division of Purchasing

State of Missouri, Office of Administration

karen.boeger@oa.mo.gov

573-751-1699

Division of Purchasing's Website: <https://oa.mo.gov/purchasing>

MissouriBUYS Website: <https://missouribuys.mo.gov>

From: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>

Sent: Wednesday, April 22, 2020 4:51 PM

To: Boeger, Karen <Karen.Boeger@oa.mo.gov>

Cc: TroyBoutelle@viracor-eurofins.com; Deeds, Martha <martha.deeds@health.mo.gov>; Richardson, Todd <Todd.Richardson@dss.mo.gov>; Lutmer, Brian <Brian.Lutmer@health.mo.gov>; Dixon, Cindy <Cindy.Dixon@oa.mo.gov>; Steelman, Sarah <Sarah.Steelman@oa.mo.gov>

Subject: RE: Viracor's Missouri Proposal

Karen

We are good with these terms and conditions.

Regards

Michelle

Michelle Altrich PhD, HCLD (ABB)

President

Clinical Laboratory Director

Viracor Eurofins

1001 NW Technology Drive

Lee's Summit, MO 64086

Phone: 816-251-0338

Mobile: 913-205-0979

Email: MichelleAltrich@Viracor-Eurofins.com

Website: www.Viracor-Eurofins.com



Eurofins
Clinical Diagnostics

From: Boeger, Karen [<mailto:Karen.Boeger@oa.mo.gov>]
Sent: Wednesday, April 22, 2020 2:33 PM
To: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Cc: Troy Boutelle <TroyBoutelle@viracor-eurofins.com>; Deeds, Martha <martha.deeds@health.mo.gov>; Richardson, Todd <Todd.Richardson@dss.mo.gov>; Lutmer, Brian <Brian.Lutmer@health.mo.gov>; Dixon, Cindy <Cindy.Dixon@oa.mo.gov>; Steelman, Sarah <Sarah.Steelman@oa.mo.gov>
Subject: RE: Viracor's Missouri Proposal

EXTERNAL EMAIL*

Thanks for the clarification. Terms and conditions are attached. Let me know if the document doesn't open for you.

Karen Boeger, CPPB
Director, Division of Purchasing
State of Missouri, Office of Administration
karen.boeger@oa.mo.gov
573-751-1699
Division of Purchasing's Website: <https://oa.mo.gov/purchasing>
MissouriBUYS Website: <https://missouribuys.mo.gov>

From: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Sent: Wednesday, April 22, 2020 2:25 PM
To: Boeger, Karen <Karen.Boeger@oa.mo.gov>
Cc: TroyBoutelle@viracor-eurofins.com; Deeds, Martha <martha.deeds@health.mo.gov>; Richardson, Todd <Todd.Richardson@dss.mo.gov>; Lutmer, Brian <Brian.Lutmer@health.mo.gov>; Dixon, Cindy <Cindy.Dixon@oa.mo.gov>; Steelman, Sarah <Sarah.Steelman@oa.mo.gov>
Subject: RE: Viracor's Missouri Proposal

Karen
This would be a different offering that the GSA contract as we are not providing collection supplies and logistics with the GSA contract. But that link is us. Also did you send the state's Terms and Conditions. I'm sorry I don't recall it.
Regards
Michelle

Michelle Altrich PhD, HCLD (ABB)
President
Clinical Laboratory Director

Viracor Eurofins
1001 NW Technology Drive
Lee's Summit, MO 64086

Phone: 816-251-0338
Mobile: 913-205-0979
Email: MichelleAltrich@Viracor-Eurofins.com



Eurofins
Clinical Diagnostics

From: Boeger, Karen [<mailto:Karen.Boeger@oa.mo.gov>]
Sent: Wednesday, April 22, 2020 2:21 PM
To: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Cc: Troy Boutelle <TroyBoutelle@viracor-eurofins.com>; Deeds, Martha <martha.deeds@health.mo.gov>; Richardson, Todd <Todd.Richardson@dss.mo.gov>; Lutmer, Brian <Brian.Lutmer@health.mo.gov>; Dixon, Cindy <Cindy.Dixon@oa.mo.gov>; Steelman, Sarah <Sarah.Steelman@oa.mo.gov>
Subject: RE: Viracor's Missouri Proposal

EXTERNAL EMAIL*

Michelle, in being able to move forward, I wanted to confirm whether the proposal is part of your GSA contract (just trying to confirm if this would be considered using GSA contract offering or if this is something unique for Missouri and would not be aligned with the GSA contract?). If so, is this the correct GSA contract reference?
<https://www.gsaelibrary.gsa.gov/ElibMain/home.dohttps://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do;jsessionid=RDDJ0I8-ITsk3rf11b6cgTm+.prd2pweb64?contractNumber=V797D-40042&contractorName=EUROFINS+VIRACOR%2C+INC.&executeQuery=YES>

Can Viracor confirm agreement with the State of Missouri's terms and conditions?

After I know the response to the GSA question and terms question, I will circle with our folks yet today on moving forward. ...Karen

Karen Boeger, CPPB
Director, Division of Purchasing
State of Missouri, Office of Administration
karen.boeger@oa.mo.gov
573-751-1699
Division of Purchasing's Website: <https://oa.mo.gov/purchasing>
MissouriBUYS Website: <https://missouribuys.mo.gov>

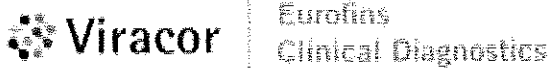
From: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Sent: Wednesday, April 22, 2020 2:16 PM
To: Boeger, Karen <Karen.Boeger@oa.mo.gov>
Cc: TroyBoutelle@viracor-eurofins.com; Deeds, Martha <martha.deeds@health.mo.gov>; Richardson, Todd <Todd.Richardson@dss.mo.gov>; Lutmer, Brian <Brian.Lutmer@health.mo.gov>; Dixon, Cindy <Cindy.Dixon@oa.mo.gov>; Steelman, Sarah <Sarah.Steelman@oa.mo.gov>
Subject: RE: Viracor's Missouri Proposal

Karen
Did any questions/concerns come up during your review that we could address?
Regards
Michelle

Michelle Altrich PhD, HCLD (ABB)
President
Clinical Laboratory Director

Viracor Eurofins
1001 NW Technology Drive
Lee's Summit, MO 64086

Phone: 816-251-0338
Mobile: 913-205-0979
Email: MichelleAltrich@Viracor-Eurofins.com
Website: www.Viracor-Eurofins.com



From: Boeger, Karen [<mailto:Karen.Boeger@oa.mo.gov>]
Sent: Tuesday, April 21, 2020 5:17 PM
To: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Cc: Troy Boutelle <TroyBoutelle@viracor-eurofins.com>; Deeds, Martha <martha.deeds@health.mo.gov>; Richardson, Todd <Todd.Richardson@dss.mo.gov>; Lutmer, Brian <Brian.Lutmer@health.mo.gov>; Dixon, Cindy <Cindy.Dixon@oa.mo.gov>; Steelman, Sarah <Sarah.Steelman@oa.mo.gov>
Subject: RE: Viracor's Missouri Proposal

EXTERNAL EMAIL*

Thank you, Michelle. We will review this evening.

Karen Boeger, CPPB
Director, Division of Purchasing
State of Missouri, Office of Administration
karen.boeger@oa.mo.gov
573-751-1699 (office); 573-257-7003 (cell)
Division of Purchasing's Website: <https://oa.mo.gov/purchasing>
MissouriBUYS Website: <https://missouribuys.mo.gov>

From: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Sent: Tuesday, April 21, 2020 4:00 PM
To: Boeger, Karen <Karen.Boeger@oa.mo.gov>
Cc: TroyBoutelle@viracor-eurofins.com; Deeds, Martha <martha.deeds@health.mo.gov>; Richardson, Todd <Todd.Richardson@dss.mo.gov>
Subject: Viracor's Missouri Proposal

Karen
Attached please find Viracor's proposal for your consideration. Please let us know if you'd like to have another call to discuss.
Regards

Michelle

Michelle Altrich PhD, HCLD (ABB)
President
Clinical Laboratory Director

Viracor Eurofins
1001 NW Technology Drive
Lee's Summit, MO 64086

Phone: 816-251-0338
Mobile: 913-205-0979
Email: MichelleAltrich@Viracor-Eurofins.com
Website: www.Viracor-Eurofins.com



Eurofins
Clinical Diagnostics

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Eurofins
Clinical Diagnostics

Proposal for Services

Missouri Office of Administration

April 21, 2020



Eurofins
Clinical Diagnostics

April 21, 2020

Karen Boeger
Director, OA-Division of Purchasing
301 West High Street, Room 630
P.O. Box 809
Jefferson City, MO 65102

Dear Mrs. Boeger,

Viracor is pleased to present a proposal for your review and consideration. We look forward to discussing the enhanced value we are able to provide with our COVID-19 assays, as well as in supporting the State of Missouri with swabs.

At Viracor Eurofins, we pride ourselves on providing our partners with fast, reliable testing and excellent service and support. Partners like you inspire us every day to deliver the highest quality testing services. Every specimen represents a life and we never forget that. We are honored to work with you to help save lives and deliver quality patient care.

I will be available at 913-205-0979, or MichelleAltrich@Viracor-Eurofins.com as your primary point of contact. I encourage you to contact me at any time with your questions, comments, and feedback.

Thank you again for entrusting Viracor Eurofins with your most critical testing needs. We are honored to explore additional opportunities to serve you and your patients.

Best regards,

Michelle Altrich PhD, HCLD (ABB)
President and Clinical Lab Director

Proposal for Testing Services

Client: Missouri Office of Administration
Proposal Date: April 21, 2020
Viracor Eurofins Contact: Michelle Altrich

Proposal

Viracor Eurofins will commit to providing testing and supply chain services at the Proposed Prices listed in the pricing table below.

Viracor Eurofins will commit to a testing capacity of 1500 COVID-19 PCR tests per day, beginning April 27th. These tests will have a turnaround time of 24 – 48 hours from sample receipt. The cost of shipping associated with testing will be the responsibility of Viracor.

Viracor Eurofins will commit to providing 1,500 swabs to Client during the week of April 26th to May 2nd, 4,000 swabs to Client during the week of May 3rd to May 9th, and 7,000 swabs or saliva collection devices per week for weeks beyond May 9th for the foreseeable future. Swabs will be shipped to Client designated locations at Viracor's expense. If we are able to commit to a higher level of swab fulfillment we will contact you with updated numbers. Overall testing capacity without Viracor-provided swabs can be committed at daily test level of at least 1500/day using Viracor testing facilities alone and can be enhanced utilizing the expanded Eurofins Laboratory network.

Pricing Table

Service Provided	Test Code	List Price	Proposed Price
Coronavirus (COVID-19) SARS-Cov-2 PCR	8398	\$343	\$100
Specimen Swab to Support Testing	N/A	N/A	\$0*

*Specimen Swabs provided free of charge, provided that they are used for Viracor COVID-19 testing. Supplies may not be used to send testing to other third party laboratories.

Ordering Tests and Shipping Specimens

Client may order Viracor's tests by one of three methods:

1. Complete a Viracor Test Request Form and include with each specimen shipped to Viracor. Viracor will provide Client with Personalized Test Request Forms. Client will be responsible for all tests ordered via such Customized Test Request Forms.
2. Access Viracor's web-based ordering and reporting system.
3. Establish a direct-connect HL7 based electronic ordering and reporting interconnection with the assistance of Viracor's information technology department.

In each case, specimens should be shipped according to Viracor's specimen requirements in the shipping materials provided by Viracor. Viracor and Client will work together to coordinate a specimen shipping arrangement with agreed upon volumes.

Confidentiality Notice

The information contained in this pricing proposal is confidential. It is supplied to Client for evaluation purposes. It is not to be disclosed to any party for any other purpose.

Pricing Disclaimer

Neither Viracor Eurofins nor Client is bound by these prices unless and until documented in a final fully executed agreement. In case of conflict between this proposal and the final agreement, the final agreement will prevail.

**STATE OF MISSOURI
DIVISION OF PURCHASING (Purchasing)**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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.

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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 immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

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

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

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.

Boeger, Karen

From: Michelle Altrich <MichelleAltrich@viracor-eurofins.com>
Sent: Thursday, April 23, 2020 8:52 PM
To: Boeger, Karen
Subject: FW: Viracor's Missouri Proposal
Attachments: Missouri E-Verify Business Entity Certification-FE-23Apr2020.pdf; Eurofins E-Verify MOU.PDF

Karen

See attached. We should have the tax form by 9:00-9:30 tomorrow morning. Need to get one ID number from tax guys.

Thanks

Michelle

Sent from my Verizon, Samsung Galaxy smartphone

EXHIBIT
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 http://www.uscis.gov/e-verify . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

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.

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 _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT, continued

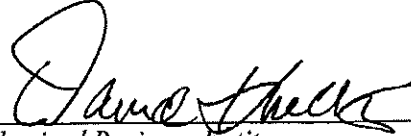
(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

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

David Knecht

Authorized Business Entity Representative's Name (Please Print)



Authorized Business Entity Representative's Signature

Eurofins Viracor, Inc.

Business Entity Name

23 APR 2020

Date

davidknecht@viracor-eurofins.com

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: <http://www.uscis.gov/e-verify>; 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.

EXHIBIT, 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 David Knecht (Name of Business Entity Authorized Representative) as Vice President, Finance (Position/Title) first being duly sworn on my oath, affirm Eurofins Viracor, Inc. (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 Eurofins Viracor, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

David Knecht

DAVID KNECHT

Authorized Representative's Signature

Printed Name

VP FINANCE

23 APR 2020

Title

Date

DAVIDKNECHT@VIPACOR-EUROFINS.COM

306647

E-Mail Address

E-Verify Company ID Number

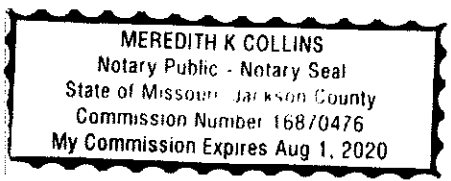
Subscribed and sworn to before me this 23rd of April, 2020. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Jackson, State of
(NAME OF COUNTY)
Missouri, and my commission expires on August 1, 2020
(NAME OF STATE) (DATE)

Meredith K Collins

April 23, 2020

Signature of Notary

Date



EXHIBIT, continued

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

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS

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

Buyer

Date

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Eurofins Scientific Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Eurofins Scientific Inc	
Name (Please Type or Print) Ramiza Talic	Title
Signature Electronically Signed	Date 02/24/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/24/2010

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Eurofins Scientific Inc
Company Facility Address	2425 New Holland Pike Lancaster, PA 17601
Company Alternate Address	
County or Parish	LANCASTER
Employer Identification Number	621098733
North American Industry Classification Systems Code	541
Parent Company	Eurofins
Number of Employees	5,000 to 9,999
Number of Sites Verified for	106

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

ALABAMA	2 site(s)
CALIFORNIA	7 site(s)
COLORADO	3 site(s)
CONNECTICUT	2 site(s)
FLORIDA	2 site(s)
GEORGIA	3 site(s)
IOWA	8 site(s)
ILLINOIS	6 site(s)
INDIANA	14 site(s)
KENTUCKY	2 site(s)
LOUISIANA	1 site(s)
MASSACHUSETTS	1 site(s)
MARYLAND	1 site(s)
MICHIGAN	3 site(s)
MINNESOTA	1 site(s)
MISSOURI	2 site(s)
NORTH CAROLINA	6 site(s)
NORTH DAKOTA	2 site(s)
NEBRASKA	4 site(s)
NEW JERSEY	6 site(s)
OHIO	9 site(s)
PENNSYLVANIA	9 site(s)
RHODE ISLAND	2 site(s)
TENNESSEE	2 site(s)
TEXAS	1 site(s)
VIRGINIA	3 site(s)
WASHINGTON	4 site(s)

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

Name Melanie Nixon-Stillman
Phone Number (717) 556 - 3530
Fax Number (717) 295 - 2513
Email Address MelanieNixon-Stillman@eurofinsUS.com

Name Ashley Spangler
Phone Number (717) 556 - 7299
Fax Number (717) 556 - 7370
Email Address AshleySpangler@eurofinsUS.com

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