



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID (IFB)

AMENDMENT NO.: 002  
IFB NO.: B3E10113  
TITLE: Janitorial Services for St. Joseph, DOC  
ISSUE DATE: January 4, 2010

REQ NO.: NR 931 YYY10709050  
BUYER: Amy Spray  
PHONE NO.: (573) 751-1686  
E-MAIL: amy.spray@oa.mo.gov

RETURN BID NO LATER THAN: January 11, 2010 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM  
301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: February 1, 2010 through January 31, 2011

| DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS: | STATE AGENCY'S NAME AND ADDRESS:                      |
|-------------------------------------------------------------------------------------|-------------------------------------------------------|
| 3305 Faraon Street & 902 Edmond Street, Suite 300<br>St. Joseph, MO                 | Department of Corrections<br>Jefferson City, MO 65102 |

The bidder 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 as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or 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 bidder and the State of Missouri.

SIGNATURE REQUIRED

|                              |                                                                    |
|------------------------------|--------------------------------------------------------------------|
| DOING BUSINESS AS (DBA) NAME | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. |
| MAILING ADDRESS              | IRS FORM 1099 MAILING ADDRESS                                      |
| CITY, STATE, ZIP CODE        | CITY, STATE, ZIP CODE                                              |

|                                                                                                                                                              |                                                        |                          |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------|--|
| CONTACT PERSON                                                                                                                                               |                                                        | EMAIL ADDRESS            |  |
| PHONE NUMBER                                                                                                                                                 |                                                        | FAX NUMBER               |  |
| TAXPAYER ID NUMBER (TIN)                                                                                                                                     | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br>___ FEIN ___ SSN | VENDOR NUMBER (IF KNOWN) |  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br>___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____ |                                                        |                          |  |
| AUTHORIZED SIGNATURE                                                                                                                                         |                                                        | DATE                     |  |
| PRINTED NAME                                                                                                                                                 |                                                        | TITLE                    |  |

B3E10113 Janitorial Services for St. Joseph, Missouri  
Department of Corrections

IFB B3E10113 is hereby amended as follows:

1. The following items are hereby revised:

- a. The Return Bid No Later Than date has been changed to January 11, 2010 at 2:00 pm in lieu of January 5, 2010 at 2:00 pm.
- b. Paragraph 1.2.1



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID (IFB)

AMENDMENT NO.: 001  
IFB NO.: B3E10113  
TITLE: Janitorial Services for St. Joseph, DOC  
ISSUE DATE: December 22, 2009

REQ NO.: NR 931 YYY10709050  
BUYER: Amy Spray  
PHONE NO.: (573) 751-1686  
E-MAIL: [amy.spray@oa.mo.gov](mailto:amy.spray@oa.mo.gov)

The Return Bid No Later Than Date has been changed by Amendment 002.

**RETURN BID NO LATER THAN: January 11, 2010 AT 2:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

**RETURN BID AND AMENDMENT(S) TO:**

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

**CONTRACT PERIOD: February 1, 2010 through January 31, 2011**

| DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS: | STATE AGENCY'S NAME AND ADDRESS:                      |
|-------------------------------------------------------------------------------------|-------------------------------------------------------|
| 3305 Faraon Street & 902 Edmond Street, Suite 300<br>St. Joseph, MO                 | Department of Corrections<br>Jefferson City, MO 65102 |

The bidder 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 as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or 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 bidder and the State of Missouri.

**SIGNATURE REQUIRED**

|                              |                                                                    |
|------------------------------|--------------------------------------------------------------------|
| DOING BUSINESS AS (DBA) NAME | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. |
| MAILING ADDRESS              | IRS FORM 1099 MAILING ADDRESS                                      |
| CITY, STATE, ZIP CODE        | CITY, STATE, ZIP CODE                                              |

|                                                                                                                                                              |                                                        |                          |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------|--|
| CONTACT PERSON                                                                                                                                               |                                                        | EMAIL ADDRESS            |  |
| PHONE NUMBER                                                                                                                                                 |                                                        | FAX NUMBER               |  |
| TAXPAYER ID NUMBER (TIN)                                                                                                                                     | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br>___ FEIN ___ SSN | VENDOR NUMBER (IF KNOWN) |  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br>___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____ |                                                        |                          |  |
| AUTHORIZED SIGNATURE                                                                                                                                         |                                                        | DATE                     |  |
| PRINTED NAME                                                                                                                                                 |                                                        | TITLE                    |  |

B3E10113 Janitorial Services for St. Joseph, Missouri  
Department of Corrections

IFB B3E10113 is hereby amended as follows:

1. The following item is hereby revised:

a. Attachment #1



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID (IFB)

IFB NO.: B3E10113  
TITLE: Janitorial Services for St. Joseph, DOC  
ISSUE DATE: December 17, 2009

REQ NO.: NR 931 YYY10709050  
BUYER: Amy Spray  
PHONE NO.: (573) 751-1686  
E-MAIL: [amy.spray@oa.mo.gov](mailto:amy.spray@oa.mo.gov)

The Return Bid No Later Than Date has been changed by Amendment 002.

**RETURN BID NO LATER THAN: January 11, 2010 AT 2:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

|                              |                                |
|------------------------------|--------------------------------|
| (U.S. Mail)                  | (Courier Service)              |
| RETURN BID TO: DPMM          | DPMM                           |
| PO BOX 809                   | 301 WEST HIGH STREET, ROOM 630 |
| JEFFERSON CITY MO 65102-0809 | JEFFERSON CITY MO 65101-1517   |

**CONTRACT PERIOD: February 1, 2010 through January 31, 2011**

| DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS: | STATE AGENCY'S NAME AND ADDRESS:                      |
|-------------------------------------------------------------------------------------|-------------------------------------------------------|
| 3305 Faraon Street & 902 Edmond Street, Suite 300<br>St. Joseph, MO                 | Department of Corrections<br>Jefferson City, MO 65102 |

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 08/28/08). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or 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 bidder and the State of Missouri.

**SIGNATURE REQUIRED**

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| MAILING ADDRESS              | IRS FORM 1099 MAILING ADDRESS                                      |
| CITY, STATE, ZIP CODE        | CITY, STATE, ZIP CODE                                              |

|                                                                                                                                                                                                             |                                                        |                          |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------|--|
| CONTACT PERSON                                                                                                                                                                                              |                                                        | EMAIL ADDRESS            |  |
| PHONE NUMBER                                                                                                                                                                                                |                                                        | FAX NUMBER               |  |
| TAXPAYER ID NUMBER (TIN)                                                                                                                                                                                    | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br>___ FEIN ___ SSN | VENDOR NUMBER (IF KNOWN) |  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br>___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____<br>(NOTE: LLC IS NOT A VALID TAX FILING TYPE.) |                                                        |                          |  |
| AUTHORIZED SIGNATURE                                                                                                                                                                                        |                                                        | DATE                     |  |
| PRINTED NAME                                                                                                                                                                                                |                                                        | TITLE                    |  |

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of janitorial services for buildings located at 3305 Faraon Street and 902 Edmond Street, St. Joseph, Missouri as set forth herein.
- 1.1.2 This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:
- 1) Introduction and General Information
  - 2) Contractual Requirements
  - 3) Bid Submission Information
  - 4) Pricing Page
  - 5) Exhibits A - F
  - 6) Attachment 1
  - 7) Terms and Conditions

### 1.2 Background Information:

|                                                    |
|----------------------------------------------------|
| Paragraph 1.2.1 has been revised by Amendment 002. |
|----------------------------------------------------|

- 1.2.1 The building located at 3305 Faraon Street, St. Joseph, Missouri, is a Community Supervision Center and consists of the offices of the Department of Corrections, Probation and Parole, and adult male and female offenders. The building is occupied by approximately forty-three (43) full-time employees. The building is approximately 11,552 cleanable square feet and contains approximately 5,009 square feet of carpet and 6,543 square feet of hard surface floors.
- 1.2.2 The building located at 902 Edmond, Suite 300, St. Joseph, Missouri consists of offices of the Department of Corrections, Probation and Parole and the Western Region Training Academy. The Building is occupied by approximately sixteen (16) employees. The building is approximately 11,319 total square feet and contains approximately 8,851 square feet of carpet and 2,468 square feet of hard surface floors.

### 1.3 Tour of Buildings:

- 1.3.1 A tour of the buildings located at 3305 Faraon Street and 902 Edmond, Suite 300, St. Joseph, Missouri will be held on Tuesday, December 29, 2009 beginning promptly at 10:30 a.m. The tour will begin at 3305 Faraon Street and proceed to 902 Edmond, Suite 300, St. Joseph, Missouri. The purpose of the tour is to allow potential bidders an opportunity to inspect the buildings prior to submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential bidders attending the tour will be maintained for verification purposes.
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the buildings and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.
- 1.3.3 Bidders are strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the scheduled tour of the buildings, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.3.4 All questions regarding the Invitation for Bid and/or the competitive procurement process **must** be directed to Amy Spray of the Division of Purchasing and Materials Management at (573) 751-1686 or [amy.spray@oa.mo.gov](mailto:amy.spray@oa.mo.gov).

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide janitorial services for the state-leased buildings located in St. Joseph, MO for the Department of Corrections, (hereinafter referred to as the “*state agency*”), in accordance with the provisions and requirements specified herein.
- 2.1.2 As of the effective date of the contract, the contractor shall provide janitorial services for the buildings located at 3305 Faraon Street and 902 Edmond, Suite 300, St. Joseph, Missouri.
- 2.1.3 The contractor shall provide services for all occupied areas of the buildings, unless otherwise specified by the state agency. However, the state agency reserves the right to add or delete areas of the buildings for which the contractor shall provide services.
  - a. Any changed, added, or deleted areas of the buildings for which the contractor shall provide services shall be made by an amendment to the contract issued by the Division of Purchasing and Materials Management.
- 2.1.4 The contractor must perform all janitorial services as required herein in a consistent manner satisfactory to and acceptable by the state agency in order to provide a clean and sanitary environment for the buildings, the buildings’ contents, and the buildings’ tenants. The contractor shall agree and understand that the buildings’ tenants shall assign a contact person (hereinafter referred to as the “*lead tenant contact person*”) to inspect, review, oversee, and coordinate janitorial services with the contractor.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, and supplies necessary to perform the services required herein.

### **2.2 Equipment and Supply Requirements:**

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.
  - a. The contractor must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes “Green Label” Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at [www.carpet-rug.org](http://www.carpet-rug.org).)
  - b. Vacuums must be equipped with the proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer’s recommendations. Vacuum bags or canisters shall be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
- 2.2.2 Products, Supplies, and Materials (also referred to as “*products*”) – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.
  - a. *Environmentally Preferable* - In the performance of the services required herein, the contractor should use environmentally preferable products, unless specified elsewhere.
    - 1) For the purposes of the contract, “*environmentally preferable*” shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.

- b. Active microfiber technology should be used where appropriate to reduce cleaning chemical consumption.

2.2.3 The contractor shall furnish plastic waste/trash container liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, sand for ash trays, blood spill and bodily fluid cleanup kits, and all cleaning products necessary to perform the services required herein unless otherwise stated herein.

- a. Toilet tissue should be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building(s), and should contain a minimum 20% post-consumer recycled paper ( Envision, Scott, Cascades, Green Select, or equal).
- b. Paper towels should be unbleached, must be folded to fit dispensers installed in the building(s), and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).
- c. Liquid hand soap must be a good grade containing antiseptic.
- d. Plastic waste/trash container liners should be manufactured using 30% recycled materials and of good grade.
- e. Blood spill and body fluid kits shall meet OSHA standards for blood borne pathogen exposure control.
- f. Waste/trash container liners, sanitary napkin receptacle liners, soap, toilet tissue and paper towels will be provided for the contractor for the lower level restrooms at 902 Edmond Street, Suite 300.

2.2.4 The contractor must provide and maintain in good repair rugs/mats of the size, type, and quantity deemed necessary by the state agency. The contractor must replace such rugs/mats as deemed necessary by the state agency.

2.2.5 The contractor shall be assigned a janitorial closet in the building(s) for storage of all janitorial equipment and products necessary for the building(s).

2.2.6 The contractor shall not use any equipment or products which may be injurious or damaging to the surfaces upon which they are to be applied.

2.2.7 Prior to the contractor's use of any product/chemical in the building(s), the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building(s). The Material Safety Data Sheets shall become the property of the State of Missouri.

**2.3 Specific Service Requirements:** The contractor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc. The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday. The contractor shall provide services for the building located at 3305 Faraon Street on state holidays; however services for the building located at 902 Edmond, Suite 300 shall not be required on state holidays.

2.3.1 DAILY REQUIREMENTS: The contractor shall perform the following tasks on a daily basis (Monday through Friday).

- a. Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats.
- b. Replace rugs/mats when necessary.

- c. Spot clean all carpet as spots appear.
- d. Thoroughly sweep and wet mop all hard service floors to give a clean and satisfactory appearance.
- e. Empty all wastebaskets, trash cans and disposal containers, and place trash in appropriate containers.
- f. Change all liners in kitchens, break rooms, and the lobby.
- g. Wash wastebaskets and replace plastic liners, as needed in general staffing areas.
- h. Clean all kitchens and break rooms; wash and disinfect all hard surfaces.
- i. Clean and disinfect drinking fountains.
- j. Clean and disinfect all sinks in the building.
- k. Wash all tables in building, including classroom and dining room tables.
- l. Wipe all plastic chairs, as needed.
- m. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside), removing all fingerprints and dirt. Spot clean all other doors and frames.
- n. Spot clean all interior glass, as needed.
- o. Spot clean all walls, doors, frames, and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
- p. Clean light fixtures, as needed, to remove insects, dirt, etc. in and/or on the fixtures.
- q. Remove all trash and sweep sidewalks for ten (10) feet from all entrances/exits to the building.
- r. Clean janitorial closets as needed after completion of the daily tasks and before exiting the building.
- s. Perform any and all other related and contingent miscellaneous janitorial cleaning duties, which may arise from time to time.

2.3.2 WEEKLY REQUIREMENTS: The contractor shall perform the following tasks at least one (1) time per week.

- a. Wipe/dust all horizontal and vertical surfaces to give a clean and satisfactory appearance.
- b. Clean the tops, fronts, and sides of all vending machines.
- c. Spray buff/high speed buff all vinyl tile floors.
- d. Clean and disinfect all telephones.
- e. Remove all trash and debris from the outside perimeter of the building(s), including parking lot(s).

2.3.3 MONTHLY REQUIREMENTS: The contractor shall perform the following tasks one (1) time per month, within the first ten (10) consecutive work days of each month. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant contact person. Prior to

performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply two (2) coats of skid-proof floor wax finish to vinyl tile. Do not wax ceramic tile.
- b. Clean/dust all venetian/mini-blinds.
- c. Clean all baseboards.
- d. Clean/vacuum cloth cubicle partitions, including the bases and tops.
- e. Clean/vacuum all vent covers.
- f. Dust all coat racks.

2.3.4 **QUARTERLY REQUIREMENTS:** The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant contact person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Clean interior windows and other glass surfaces.
- b. Brush and spot clean fabric furniture as needed.
- c. Thoroughly wash, clean, and disinfect all wastebaskets.
- d. Clean tops of wall-mounted cabinets.

2.3.5 **SEMI-ANNUAL REQUIREMENTS:** The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10<sup>th</sup> of the month. The first performance of each task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building(s), the state agency may waive the requirement for performing one or more of the following tasks for the first six months of the original contract period only. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant contact person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Strip and refinish all vinyl tile floors with two (2) coats of skid-proof wax. Do not wax ceramic tile.
- b. Deep clean all carpet via wet extraction method. The contractor must notify the lead tenant contact person at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall resolve problem areas as requested by the lead tenant contact person or the state agency.
- c. Dust all exposed pipes and ductwork.
- d. At 3305 Faraon Street, thoroughly wash all exterior windows, including frames and mullions, to maintain a satisfactory appearance.
- e. Vacuum all upholstered furniture.

- 2.4 **Restroom Requirements:** The contractor shall clean and disinfect all restrooms located in the buildings, in accordance with the following. For purposes of restroom, kitchen, and break room requirements, “clean” shall be defined as disinfecting, polishing, and removing all water spots. Disinfectant must be a “hospital” grade quaternary disinfectant that kills fungus, viruses, and bacteria and has organic soil tolerance.

The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday. The contractor shall provide services for the building located at 3305 Faraon Street on state holidays; however services for the building located at 902 Edmond, Suite 300 shall not be required on state holidays.

- 2.4.1 **DAILY REQUIREMENTS:** The contractor shall perform the following tasks on a daily basis (Monday through Friday).

- a. Clean all restrooms including washing and disinfecting all hard surfaces located in the building.
- b. Clean toilet bowls and seats, urinals, hand basins, counter tops, baby changing stations, and the walls around these fixtures.
- c. Clean all mirrors, bright work, chrome pipes, and fittings.
- d. Sweep and wet mop all restroom floors using a disinfectant.
- e. Clean stall partitions, doors, door frames, and push plates (all sides).
- f. Dust or wipe all horizontal surfaces.
- g. Empty and clean (inside and out) all trash containers and disposals; change liners daily.
- h. Replace all sanitary napkin receptacle liners.
- i. Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- j. Remove all spots, stains, scuff marks, finger and handprints from surfaces.
- k. Report any and all damage found.

- 2.4.2 **WEEKLY REQUIREMENTS:** The contractor shall perform the following weekly tasks one (1) time per week.

- a. Clean air diffusers in all restrooms.
- b. Spray buff/burnish floors.
- c. Spot clean exposed pipes.
- d. Clean all vent covers.

- 2.4.3 **MONTHLY REQUIREMENTS:** One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly tasks listed below. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Clean and disinfect all walls.

- b. Thoroughly machine scrub all restroom floors, removing all scuff and black marks. Apply two (2) coats of skid proof finish on vinyl floors. Do not wax ceramic tile.

## **2.5 Personnel Requirements:**

- 2.5.1 The state agency reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The state agency also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.
- 2.5.2 The contractor shall supervise all the contractor's personnel and the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- 2.5.3 The contractor, or the contractor's personnel designated as a representative of the contractor must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the state agency and the lead tenant contact person regarding the janitorial services.
  - a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
  - b. By no later than ten (10) days after the award of the contract, the contractor shall provide the state agency and lead tenant contact person with the name, address, and telephone number for the contractor contact person.
- 2.5.4 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's personnel are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.
- 2.5.5 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.
- 2.5.6 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site, are wearing an article of clothing identifying the contractor, and have a visible picture ID tag at all times.
- 2.5.7 The contractor and/or the contractor's personnel must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency.
- 2.5.8 The contractor's personnel shall not loiter in the building(s) nor smoke anywhere in the building(s), including any interior loading dock area.
- 2.5.9 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones and/or equipment in the building(s).

## **2.6 Security Requirements:**

- 2.6.1 The contractor shall not assign any person who is currently under the supervision of the federal, state, or county government or being supervised by a municipal correctional agency for a conviction of moral turpitude to provide services under this contract. The contractor must obtain the state agency's Division

Director's prior approval to assign any person who has been convicted of a felony or misdemeanor. These prohibitions include the contractor, the contractor's designees and personnel.

- 2.6.2 The contractor shall prevent all unauthorized persons from entering the building(s) and shall keep the building(s) locked while the contractor and the contractor's personnel are on the premises.
- 2.6.3 When the contractor and/or the contractor's personnel leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to state agency instructions in order to protect the security of the building.
- 2.6.4 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the State of Missouri shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.
  - a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the lead tenant contact person within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
  - b. At the expiration/termination/cancellation of the contract, the contractor must surrender all the keys issued to the contractor by the lead tenant contact person. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
- 2.6.5 The contractor and each of the contractor's personnel assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain each of the required security clearances from the Missouri State Highway Patrol.
  - a. By no later than fifteen (15) days after the effective date of the contract and prior to assignment of any new person to provide services under the contract, the contractor shall provide the state agency with:
    - 1) A completed *Authorization for Release of Information* form (Attachment #1) individually signed by the contractor and each person assigned to the building.
    - 2) A copy of the security clearance information obtained from the Missouri State Highway Patrol for each of the contractor's personnel assigned to the building.
  - b. In order to comply with Federal Criminal Information Systems Security Policy, the contractor must obtain, at its own expense, both a state of residence and a national finger-print based records search from the Missouri State Highway Patrol for each person assigned to the building.
    - 1) All fingerprint cards must be submitted to the Missouri Highway Patrol, Criminal Records and Identification Division, electronically through the Missouri Applicant Processing Service or in person at the Criminal Records and Identification Division offices located at 1510 East Elm Street, Jefferson City, Missouri.
    - 2) The Missouri State Highway Patrol will send all results of the national fingerprint-based records search to the state agency.

- 3) The state agency shall provide the contractor with specific instructions for completing the Originating Agency Identifier (ORI#) and the OCA field number of the fingerprint application.
- 4) An informational brochure on how to obtain a national fingerprint-based record's check is available on the Missouri Highway Patrol's website at: [www.mshp.dps.mo.gov](http://www.mshp.dps.mo.gov) and clicking on the "Criminal Records Check" link at the top of the page.

2.6.6 The state agency and/or lead tenant contact person shall have the right to deny access to the building(s) to any of the contractor's personnel for any reason.

## **2.7 Reporting Requirements:**

2.7.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the lead tenant contact person in writing of the anticipated beginning and completion date for each required task. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from the state agency. Such notification shall hereinafter be referred to as the "*task schedule notice*".

2.7.2 The contractor shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building(s) or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor's personnel from performing the contractual service. The daily log shall remain at the building(s) at a mutually agreed to location accessible to both the contractor and the lead tenant contact person. The daily log shall become the property of the State of Missouri.

## **2.8 Payment and Invoicing Requirements:**

2.8.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. 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 Payment Website at <https://www.vendorpay.oa.mo.gov>.

2.8.2 Invoicing - The contractor shall submit a monthly invoice for services actually provided to the state agency at the addresses stated below. The contractor's invoice must identify building cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, the contract number, and the dates of service.

For the building located at 3305 Faraon Street, St. Joseph, Missouri:

Missouri Department of Corrections  
St. Joseph Community Supervision Center  
Division of Human Services / FMU  
PO Box 236  
Jefferson City, MO 65102

For the building located at 902 Edmond, Suite 300, St. Joseph, Missouri:

Missouri Department of Corrections  
 Western Region Training Academy  
 Division of Facilities Management, Design and Construction  
 Lease Number: 01101316  
 PO Box 809  
 Jefferson City, MO 65102

2.8.3 Payment – Upon approval by the state agency of the invoice and services provided during the month, the contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for janitorial services actually provided, subject to the assessment of any liquidated damages as specified herein. If a partial month of service is provided, the firm, fixed per square foot, per month price shall be divided by the total number of work days in that particular month to obtain a per square foot, per day price. The per square foot, per day price shall be, multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.

2.8.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

## **2.9 Contractual Compliance and Liquidated Damages:**

2.9.1 The contractor shall understand and agree that the contractor's failure to tour the building(s) prior to the submission of the awarded proposal to the Division of Purchasing and Materials Management shall not relieve the contractor of the performance of the provisions and requirements specified herein.

2.9.2 Contract Monitoring - The state agency and/or lead tenant contact person shall monitor the contract throughout the effective period of the contract to ensure contractual compliance. If there are reported concerns related to the performance of services by the contractor or the contractor's personnel, if the contractor's performance does not meet the requirements stated herein, or if the contractor's services are not to the satisfaction of the state agency or are otherwise substandard, deficient, or incomplete, the contractor shall be considered in breach of contract and subject to the remedies available to the State of Missouri, including charging the contractor any of the liquidated damages described in the Liquidated Damages paragraphs below and/or contract cancellation (as described in the Cancellation of Contract provisions included in the attached Terms and Conditions). The contractor shall understand and agree that the state agency and/or lead tenant contact person shall be the final judge as to what constitutes a substandard, deficient, or incomplete service or other performance concern as stated herein. Any such determination by the state agency shall be final and without recourse.

2.9.3 Liquidated Damages - The contractor shall agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. For each task required herein that is not performed by the contractor or that is performed in a substandard, deficient, or incomplete manner, as documented in the daily log and/or by observation of the state agency, the contractor shall be assessed liquidated damages in the amount specified below for each day after the task was required to be performed until it is performed and approved:

|                             |                  |
|-----------------------------|------------------|
| 1) Daily Requirement        | \$2.50 per task  |
| 2) Twice Weekly Requirement | \$5.00 per task  |
| 3) Weekly Requirement       | \$7.50 per task  |
| 4) Monthly Requirement      | \$10.00 per task |
| 5) Quarterly Requirement    | \$15.00 per task |
| 6) Semi-Annual Requirement  | \$20.00 per task |

## 7) Annual Requirement

\$25.00 per task

- b. The contractor must respond to any contact from the state agency and/or lead tenant contact person regarding substandard, deficient, or incomplete service within twenty-four (24) hours following notification of such problems. The contractor must correct the problem within a reasonable period of time after notification. The contractor shall understand and agree that the state agency and/or lead tenant contact person shall be the final judge as to what shall be considered as a reasonable period of time. In the event the contractor fails to respond to the state agency or lead tenant contact person within twenty-four (24) hours or in the event the contractor fails to correct the problem within a reasonable period of time, the contractor shall be assessed liquidated damages in accordance with one of the following calculations:
    - 1) If the state agency hires an outside/private company to correct the substandard, deficient, or incomplete service, the contractor shall be responsible for the total cost charged by such company to perform the service.
    - 2) If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, or incomplete service, the contractor shall be responsible for the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who performed the service and shall include material costs, etc.
  - c. For each day that a required report, document, or notification is late or not provided after it is due, the contractor shall be assessed liquidated damages in the amount of \$10.00 per day until it is received. Such liquidated damages shall apply to each of the following:
    - 1) Security Clearance documentation
    - 2) Task Schedule Notice
    - 3) Daily Log
    - 4) Material Safety Data Sheets
    - 5) Response to any contact from the state agency regarding substandard, deficient, or incomplete service
  - d. In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building(s) through negligence or other inappropriate actions of the contractor or the contractor's personnel while working on the building's premises, the contractor shall be responsible for damages to the state agency in the actual amount of such loss.
  - e. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
  - f. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
  - g. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- 2.9.4 If, as a result of contract monitoring, the state agency and/or lead tenant contact person 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 by the state agency and/or lead tenant contact person of the determination of high-risk and of any special conditions or restrictions to be imposed.

**2.10 Other Contractual Requirements:**

- 2.10.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.10.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management 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.
- 2.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. In addition, the contractor shall understand and agree that renewal period price 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.
- 2.10.4 Termination - The Division of Purchasing and Materials Management 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/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

#### 2.10.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
  - 1) Such assistance shall include completing of all daily requirements on the last effective day of the contract including restocking of all dispensers to normal limits.
  - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
  - 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) days calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

#### 2.10.6 Contractor Liability - 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.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

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

#### 2.10.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost

(including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section, 285.530 RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section, 285.530 RSMo) if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530 RSMo and
  - 2) shall not henceforth be in such violation and
  - 3) 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.

2.10.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.10.10 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the

program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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

2.10.12 Coordination - 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 or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.10.13 Property of State - 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.

2.10.14 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- c. In the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's personnel must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.

2.10.15 Contractor Equipment Use:

- a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.10.16 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management 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 to fulfill the participation requirements committed to in the contractor's awarded bid.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management 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 Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

### 3. BID SUBMISSION INFORMATION

#### 3.1 Submission of Bids:

- 3.1.1 On-line Bid - If a Premium registered bidder is responding electronically through the On-line Bidding/Vendor Registration System web site, in addition to completing the on-line pricing, the Premium registered bidder should submit completed Exhibits, forms, and other information concerning the bid **(including completed Pricing Pages, for renewal period pricing)** as an attachment to the electronic bid. Instructions on how to enter a Premium Registration and how to respond to a bid on-line are available on the On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov>.
- a. The Exhibits, forms, and Pricing Pages provided herein can be saved into a word processing document, completed by a Premium registered bidder, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-line Bidding/Vendor Registration System web site. Be sure to include the bid number, company name, and a contact name on any electronic attachments.
  - b. In addition, a Premium registered bidder may submit the Exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
  - c. If a Premium registered bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Mail Bid - If the bidder is responding through the mail, the bidder should include completed Exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with the mailed response.
- a. The bid should be page numbered.
  - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested, but not required, to print the bid double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted using printer or other loose leaf paper in a notebook or binder.
- 3.1.3 Open Records – Pursuant to RSMo 610.021, the bid shall be considered an open record after the bids are opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. Additionally, after a contract is executed or all bids are rejected, the bids are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system.
  - b. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.
- 3.1.4 The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the on-line or

mailed bid. The bidder's failure to include completed Exhibits, forms, and other requested or required information with the bid, including Pricing and Renewal information, may adversely affect the bid.

3.1.5 Questions Regarding the IFB - The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Only those questions which necessitate a change to the IFB will be addressed via an amendment to the IFB. Written records of the questions and answers will not be maintained.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.
- b. Bidders are advised that any questions received less than ten calendar days prior to the IFB opening date may not be addressed.
- c. Except as stated below, the bidder and the bidder's agents may not contact any other state employee regarding the IFB, the evaluation, etc., during the solicitation and evaluation process.
  - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
  - 2) The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
  - 3) Bidders and their agents who have questions regarding this matter should contact the buyer.

3.1.6 Attachment 1 is required after contract award and is not needed with the bid submission.

**3.2 Evaluation Process** – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.

3.2.1 Low Bid Determination:

- a. Objective Evaluation of Cost – The objective evaluation of cost shall be based on a total annual cost determined using the per square foot, per months prices stated on the Pricing Page for the original contract period and each potential renewal period and the total square footage amount of the buildings listed in the Background Information section of the IFB for each schedule.
- b. Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 200 = \text{Cost evaluation points}$$

3.2.2 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

- a. In order to qualify for the ten bonus points, the bidder must meet the following conditions and provide the following evidence:
  - 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or

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

- 2) The bidder must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.

- 3) The bidder must provide the following information with the bid:

- ✓ Participation Commitment - The bidder must complete Exhibit A, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
- ✓ Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit B, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the bidder in the performance of the required services and/or provision of the required products (identified by the Invitation for Bid (IFB) number or other identifier) in an amount that must equal the amount specified on the bidder's Participation Commitment Form, Exhibit A; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

- b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

- d. Commitment – If the bidder's bid is awarded, the participation committed to by the bidder on Exhibit A, Participation Commitment, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

3.2.3 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

- a. Responsibility and Reliability in Experiences:

- 1) The bidder should complete Exhibit C with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB.
- 2) If references for current and/or previous contracts are not identified in the bid, the Division of Purchasing and Materials Management may request that the bidder identify one or more references. The Division of Purchasing and Materials Management must receive the

reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

### **3.3 Miscellaneous Submittal Information:**

- 3.3.1 Missouri Service-Disabled Veteran Business Preference - Any bidder eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit E, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.
- 3.3.2 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit F must be submitted prior to an award of a contract.
- 3.3.3 The bidder should complete and submit Exhibit D, Miscellaneous Information.
- 3.3.4 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:
- a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker’s compensation/unemployment compensation)

### **3.4 Contract Award:**

- 3.4.1 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three years, and/or (2) inability of the bidder to document responsible and reliable past performance of janitorial services similar to the services required herein, particularly provided in a similar sized building for a period of not less than twelve consecutive months, and/or (3) failure of the bidder to provide a reference(s).
- 3.4.2 The contract will be awarded to the lowest responsive and responsible bidder determined as specified herein

#### 4. PRICING PAGE

- 4.1 Janitorial Services** - The bidder shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing services in accordance with the provisions and requirements specified herein. All costs associated with providing Janitorial Services shall be included in the stated prices.

| <b>Description</b><br>c/s code: 91039                                                                      | <b>Original Contract<br/>Period<br/>Firm, Fixed Price</b>         | <b>First Renewal<br/>Period<br/>Maximum Price</b>                 | <b>Second Renewal<br/>Period<br/>Maximum Price</b>                |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|
| Janitorial Services for:<br>3305 Faraon Street and<br>902 Edmond Street, Suite 300<br>St. Joseph, Missouri | \$ _____<br>per square foot,<br>per month<br><b>Line Item 001</b> | \$ _____<br>per square foot,<br>per month<br><b>Line Item 002</b> | \$ _____<br>per square foot,<br>per month<br><b>Line Item 003</b> |

- 4.2 Proposed Subcontractor** - The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Division of Purchasing and Materials Management reserves the right to request such information.

| <b>Proposed Subcontractor<br/>Provide Name and Address</b> | <b>Identify the Service Proposed to be Provided by<br/>the Proposed Subcontractor</b> |
|------------------------------------------------------------|---------------------------------------------------------------------------------------|
|                                                            |                                                                                       |
|                                                            |                                                                                       |

**EXHIBIT A****PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder's bid.

| <b>Organization for the Blind/Sheltered Workshop Commitment Table</b>    |                                                                                                                                                      |                                                                                                                |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <b>Name of Organization for the Blind or Sheltered Workshop Proposed</b> | By completing this table, the bidder commits to use of the organization at the greater of either \$5,000 or 2% of the total dollar value of contract | <b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> |
|                                                                          |                                                                                                                                                      |                                                                                                                |

**EXHIBIT B****DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization for the Blind

\_\_\_\_\_ Sheltered Workshop

Name of Organization \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

(or attach copy of certification)

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Document the amount of participation the bidder has committed to you (*as the participating organization*) for the products/services you are providing:

\_\_\_\_\_ or \_\_\_\_\_  
 \_\_\_\_\_ % of Total Value of Contract  
 \_\_\_\_\_ Total Dollar Amount

**Authorized Signature:**

\_\_\_\_\_  
 Authorized Signature of Participating Organization

\_\_\_\_\_  
 Date

**EXHIBIT C****CURRENT/PRIOR EXPERIENCE**

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

|                                                                                                                                                                                                                                                                                                    |                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>Bidder Name or Subcontractor Name:</b> _____                                                                                                                                                                                                                                                    |                                                                                                              |
| <b>Reference Information (Current/Prior Services Performed For):</b>                                                                                                                                                                                                                               |                                                                                                              |
| Name and Address of Reference Company:                                                                                                                                                                                                                                                             |                                                                                                              |
| Name, Title, Telephone Number, and Email Address of Reference Contact Person:                                                                                                                                                                                                                      |                                                                                                              |
| Dates of Service:                                                                                                                                                                                                                                                                                  |                                                                                                              |
| If contract has terminated, specify reason:                                                                                                                                                                                                                                                        |                                                                                                              |
| Annual Dollar Value of Services                                                                                                                                                                                                                                                                    |                                                                                                              |
| Description of the Building (e.g. office bldg, warehouse, doctor's office, etc.) and Number of People Occupying the Building                                                                                                                                                                       |                                                                                                              |
| Square Footage of the Building                                                                                                                                                                                                                                                                     | Total Square Feet: _____<br>Square Feet of Carpeted Area: _____<br>Square Feet of Hard Surface Floors: _____ |
| Description of Prior Services Performed, Including <ul style="list-style-type: none"> <li>• Whether the Offeror Provided the Cleaning Equipment/Supplies and Chemicals</li> <li>• Whether the Offeror Performed the Carpet Cleaning</li> <li>• Whether a Day Porter/Matron was Provided</li> </ul> | Carpet Cleaning Provided: _____ Yes _____ No.                                                                |

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

\_\_\_\_\_  
Signature of Reference Contact Person

\_\_\_\_\_  
Date of Signature

**EXHIBIT D****MISCELLANEOUS INFORMATION**

The bidder should identify all of the buildings for which the bidder is currently providing janitorial services and the total square footage of the area being cleaned.

| <b>Building</b> | <b>Square Footage Cleaned</b> |
|-----------------|-------------------------------|
|                 |                               |
|                 |                               |
|                 |                               |
|                 |                               |
|                 |                               |
|                 |                               |

**Familiarity of Building**

The bidder must document a thorough knowledge of the building based on either (1) the bidder's attendance at the scheduled tour or (2) through other knowledge of the building gained from some other means.

|       |                                                                                                                                                                                                                                                                                                                                                                                      |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _____ | <b>I attended the scheduled tour.</b><br><br>The attendance record shall verify the bidder's attendance at the tour.                                                                                                                                                                                                                                                                 |
| _____ | <b>I did <u>not</u> attend the scheduled tour.</b><br><br>The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the building. The bidder is advised that neither the review of building floor plans nor an independent public viewing give an accurate account of knowledge of the building for janitorial purposes. |
|       |                                                                                                                                                                                                                                                                                                                                                                                      |
|       |                                                                                                                                                                                                                                                                                                                                                                                      |
|       |                                                                                                                                                                                                                                                                                                                                                                                      |

**EXHIBIT D****MISCELLANEOUS INFORMATION (Continued)****Outside United States**

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

|                                                                                                  |           |          |
|--------------------------------------------------------------------------------------------------|-----------|----------|
| Are products and/or services being manufactured or performed at sites outside the United States? | Yes _____ | No _____ |
| Describe and provide details:                                                                    |           |          |

**Employee Bidding/Conflict of Interest**

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

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

**EXHIBIT E****MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

## Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran InformationBusiness Information


---

 Service-Disabled Veteran's Name, (Please Print)

---

 Service-Disabled Veteran Business Name

---

*Service-Disabled Veteran's Signature*


---

 Missouri Address of Service-Disabled Veteran Business

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

**BUSINESS ENTITY CERTIFICATION:**

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

|                      |                                                                                                                                                                                                                                                                                                         |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>BOX A:</u></b> | To be completed by a non-business entity as defined below.                                                                                                                                                                                                                                              |
| <b><u>BOX B:</u></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 <a href="http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm">http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm</a> . |
| <b><u>BOX C:</u></b> | To be completed by a business entity who has already submitted documentation with a notarized date on or after <b>September 1, 2009</b> , to a Missouri state agency including Division of Purchasing and Materials Management.                                                                         |

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

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

**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 utilizes 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 \_\_\_\_\_ (IFB 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 and Materials Management 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 F, continued****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 bidder must perform/provide the following. The bidder should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto: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 a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted.; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT F, continued****AFFIDAVIT OF WORK AUTHORIZATION:**

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

Comes now \_\_\_\_\_ (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 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 to 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.)***

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT F, continued****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 or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ A page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

\_\_\_\_\_  
 Authorized Business Entity  
 Representative's Name  
 (Please Print)

\_\_\_\_\_  
 Authorized Business Entity  
 Representative's Signature

\_\_\_\_\_  
 E-Verify MOU Company ID  
 Number

\_\_\_\_\_  
 E-Mail Address

\_\_\_\_\_  
 Business Entity Name

\_\_\_\_\_  
 Date

Missouri State Agency or Public University\* Name \_\_\_\_\_

Date of Submission \_\_\_\_\_

Bid/Contract Number (If known) \_\_\_\_\_

\* Public University includes the following five schools:

- Harris-Stowe State University - St. Louis
- Missouri Southern State University - Joplin
- Missouri Western State University - St. Joseph
- Northwest Missouri State University – Maryville
- Southeast Missouri State University - Cape Girardeau

**ATTACHMENT #1*****(DO NOT INCLUDE WITH BID SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)***

Revised by Amendment 001

**DEPARTMENT OF CORRECTIONS****AUTHORIZATION FOR RELEASE OF INFORMATION**

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Department of Corrections, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the State of Missouri, Department of Corrections, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the State of Missouri, Department of Corrections, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Department of Corrections, and all other persons, firms, corporations, and institutions supplying the above requested information.

\_\_\_\_\_  
Applicant's Name (Please Print)\_\_\_\_\_  
Date\_\_\_\_\_  
Applicant's Signature\_\_\_\_\_  
Birth date\_\_\_\_\_  
Applicant's Social Security Number

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder 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 bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- 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. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **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 DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

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

**3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

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

**4. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.

- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference 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. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 5. SUBMISSION OF BIDS

- a. Premium registered bidders may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DPMM office. Standard registered bidders or bidders that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a Premium registered bidder may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a Premium registered bidder may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the Premium registered bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

## 6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. Premium registered bidders may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM 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 DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for Premium registered bidders to view for a reasonable period after bid award. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

## **9. CONTRACT/PURCHASE ORDER**

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

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- 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.

## **11. 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.

## **12. 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.

## **13. WARRANTY**

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

#### **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **15. 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.

#### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM 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 DPMM 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 DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM 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 DPMM 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.

#### **17. COMMUNICATIONS AND NOTICES**

Any notice to the bidder/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 bidder/contractor.

#### **18. BANKRUPTCY OR INSOLVENCY**

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

#### **19. 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.

#### **20. 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 DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM 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.

#### **21. 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).

## **22. 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. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

## **23. 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.

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