



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (DFMDC)
REQUEST FOR QUOTATION (RFQ) AMENDMENT**

**RFQ #: FMDC19-0029
AMENDMENT NO.:001**

**TITLE: Elevator Preventative Maintenance Services
ISSUE DATE: 11/06/18**

CONTRACT SPECIALIST: Rebecca Brinkley

PHONE #: (573) 526-4135

FAX #: (573) 751-7277

E-MAIL: Rebecca.brinkley@oa.mo.gov

RETURN BID NO LATER THAN: November 19, 2018 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFQ Number and Return Due Date on the lower left hand corner of the envelope or package.

RETURN BID TO: OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
301 WEST HIGH STREET, ROOM 730
PO BOX 809, JEFFERSON CITY, MO 65102

OR FAX TO: Fax #: (573) 751-7277 - FMDC – JANITORIAL BID
(Mail or Fax, please do not do both)

CONTRACT PERIOD: Date of Award through February 28, 2019

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

The Department of Mental Health Facilities in the St. Louis Area

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Quotation (Revised 10/19/15). The vendor further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the OA/FMDC 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 vendor 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	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE TYPE.)		(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #001 to RFQ FMDC19-0029

TITLE: Elevator Preventative Maintenance & Repair
CONTRACT PERIOD: Date of Award through February 28, 2019

RFQ is hereby revised as follows:

1. Paragraph 2.6.1 has been revised as indicated in italicized font.
2. The following paragraphs have been deleted:
 - 2.12
 - 2.12.1
 - 2.12.4
 - 2.12.5
 - 2.12.6



**STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
REQUEST FOR QUOTATION (RFQ)**

RFQ NO.: FMDC19-0029
TITLE: Elevator Preventative Maintenance & Repair
ISSUE DATE: October 19, 2018

CONTRACT SPECIALIST: Rebecca Brinkley
PHONE NO.: (573) 526-4135
E-MAIL: Rebecca.brinkley@oa.mo.gov

TARGET DATE AND TIME: November 2, 2018 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFQ Number** and **Return Target Date** on the lower left hand corner of the envelope or package. Quotations should be in OA/FMDC office 301 West High Street, Room 730 by the target date and time.

(U.S. Mail)
RETURN QUOTATION TO: PO ADDRESS
(U.S. Mail)
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT,
DESIGN AND CONSTRUCTION
PO BOX 809,
JEFFERSON CITY, MO 65102

(Courier Service)
or DEPARTMENT PHYSICAL ADDRESS
(Courier Service)
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT,
DESIGN AND CONSTRUCTION
301 WEST HIGH STREET, ROOM 730
JEFFERSON CITY

OR FAX TO: ((573) 751-7277 *(either mail or fax, not both)*)

CONTRACT PERIOD: Date of Award through February 28, 2019

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

The Department of Mental Health Facilities in the St. Louis Area

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Quotation (Revised 10/19/15). The vendor further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the OA/FMDC 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 vendor 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) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

NOTICE OF BID OPPORTUNITY

The State of Missouri Division of Facilities Management, Design and Construction currently has a bid opportunity for elevator preventative maintenance at the Department of Mental Health facilities in St. Louis, via RFQ FMDC19-0029.

If your company is interested in submitting a competitive bid to provide these services for the State of Missouri, please contact Rebecca Brinkley through any of the methods indicated below to receive a copy of the RFQ. Please be sure to complete the vendor Information section on the RFQ Cover Page, insert your pricing into the Pricing Page(s) as formatted, complete any other exhibits or documentation required and return your bid to the address indicated on the RFQ Cover Page.

If you are unable to submit a bid for this RFQ, please complete the enclosed Bid Decline form and return it to me at through any of the methods indicated below.

New vendors are encouraged to register as a State of Missouri vendor within the Office of Administration. As a registered vendor, your company can be notified of future bidding opportunities. Please visit <https://missouribuys.mo.gov/> and follow the instructions for the vendor registration.

Thank you for your time, attention, and interest in providing services for the State of Missouri.

Rebecca Brinkley

Contract Services Unit - Section Manager

State of Missouri

Office of Administration

Division of Facilities Management,

Design and Construction

Harry S Truman Office Building

301 West High Street, Room 730

Jefferson City, MO 65102

Phone: (573) 526-4135

Fax: (573) 751-7277

E-mail: Rebecca.Brinkley@oa.mo.gov

BID DECLINE

At this time, we decline the opportunity to submit a bid for the services/product requested in RFQ Number FMDC19-0029.

DATE: _____

VENDOR/COMPANY NAME: _____

VENDOR/COMPANY ADDRESS: _____

CONTACT PERSON'S NAME: _____

CONTACT PERSON'S TITLE: _____

CONTACT PERSON'S PHONE NUMBER: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT PERSON'S SIGNATURE: _____

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1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

- 1.1.1 This document constitutes a request for quotation for the provision of elevator maintenance services as set forth herein.
- 1.1.2 The vendor is advised that an attachment exists to this document which provides additional information and instruction referenced as Attachment #1.
- 1.1.3 A current contract exists for the services being obtained via this RFQ. The contract number is C315025001.
 - a. Viewing the contract – A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management’s Awarded Bid & Contract Document Search System located on the Internet at: <http://content.oa.mo.gov/purchasing-materials-management/>.
 - b. State expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “Site Information” and “Disclaimer”. Then search by the contract number shown above when searching for the financial information.
- 1.1.4 The date of the most recent annual inspection for each elevator and escalator can be found at Missouri Public Safety’s website at:

<http://www.elevator.dfs.dps.mo.gov/dfs/inspections.nsf/WebStart?OpenForm&FormType=H>.
- 1.1.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Quote.

1.2 Inspection of Elevators:

- 1.2.1 Prior to submitting a proposal in response to the RFQ for the provision of elevator maintenance service, the vendor should inspect the elevators. The Department will keep a record of those vendors performing the inspection. The record will be maintained for verification purposes.
 - a. The vendor must contact the tour contact listed in Attachment #1 in order to schedule an inspection of the elevators at each building.
- 1.2.2 Each vendor is solely responsible for a prudent and complete inspection, examination, and assessment of the building’s elevators to become familiar with any existing condition, factor, or item that may affect or impact the performance of service required herein.
 - a. Failure to inspect, examine, or assess any elevators does not exclude the contractor from performance of the services required herein.
- 1.2.3 During the inspections, if a vendor discovers any discrepancy/conflict with the information provided on Attachment #1, the vendor should immediately notify the contract specialist of such discrepancy/conflict.

- 1.2.4 Vendors are strongly encouraged to advise the tour contact of any special accommodations needed for disabled personnel who will be attending the inspection so that these accommodations can be made.
- 1.2.5 Other than questions pertaining to the inspection, all questions regarding the RFQ and/or the competitive procurement process **must** be directed to the contract specialist.

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

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

2.1 General Requirements:

- 2.1.1 The contractor shall provide elevator maintenance and repair services, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall perform all services necessary to maintain all elevators (referred to hereafter as covered units) listed on Attachment #1 at the locations below. The contractor shall maintain the covered units in optimum working order and in first class operating condition in accordance with the current provision of ANSI standard A17.1 and the provisions and requirements stated herein
 - a. Bellefontaine Habilitation Center – 10695 Bellefontaine Road, St. Louis, MO
 - b. Metro St. Louis Psychiatric Rehab Center – 5351 Delmar Blvd, St. Louis, MO
 - c. SE Missouri Mental Health Center – 1016 W Columbia, Farmington, M O
 - d. St. Louis Psychiatric Rehab Center – 5300 Arsenal, St. Louis, MO
- 2.1.3 The contractor shall be a proven leader in the elevator/escalator maintenance business, and should have a minimum of five (5) consecutive years experience in the provision of elevator/escalator maintenance services.
- 2.1.4 The contractor must hold all applicable licenses, and insurance, and be fully bonded.
- 2.1.5 The contractor must provide skilled, experienced elevator/escalator service mechanics and apprentices to perform the maintenance services required herein. The contractor shall understand that any of the contractor's personnel performing services pursuant to the contract shall be subject to the approval of the Department.
- 2.1.6 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, the Division of Facilities Management, Design and Construction (referred to hereafter as Department) may obtain alternate services elsewhere.

2.2 Performance Requirements:

- 2.2.1 The contractor shall provide maintenance services on the covered units identified in Attachment #1.
 - a. Due to renovation and other circumstances that may arise, the Department reserves the right to suspend services to any covered unit(s) listed on Attachment #1. The Department shall provide the contractor with at least fifteen (15) days written notice when maintenance on an existing covered unit shall be suspended or when the contractor shall resume maintenance services on a renovated covered unit.
 - b. If a discrepancy in the descriptive information on a covered unit is discovered, the contractor shall notify the Department of the discrepancy. Upon verification, the Department shall amend the contract to reflect the correct descriptive information. However, the contractor shall not be entitled to any increase to the contract price for such covered unit.

- 2.2.2 Additional Covered Units - Due to property acquisition, new construction, or other circumstances that may arise, the Department reserves the right to add a covered unit(s) to receive the maintenance and repair services as specified herein. Any addition of a covered unit(s) shall be made by an amendment to the contract issued by the Department.
- a. For any additional unit(s), the contractor shall provide the Department with proposed pricing for providing the preventive maintenance services.
 - b. The contractor's pricing for any additional covered unit(s) shall be comparable to or less than the firm, fixed prices stated on the Pricing Page for a similar type/model/size covered unit.
 - c. The contractor shall agree and understand that while incorporating the new unit(s) into the contract is preferred, the contract shall not be construed as an exclusive arrangement. If it is in the best interest of the State of Missouri, the Division of Facilities Management, Design and Construction may obtain alternate services elsewhere.
- 2.2.3 The contractor may make reasonable use of the utilities (e.g. electricity, gas, water, sewer, telephone, etc) at the buildings for the purposes of performing services stated herein.
- 2.2.4 Upon arrival to the building(s) and prior to beginning service, the contractor and the contractor's personnel shall follow the sign-in procedures specified below.
- a. The contractor shall provide at least five (5) days advanced written or phone notice prior to arrival to the building(s). Upon arrival to the building(s), the contractor's personnel must present a photo form of legal identification, the tools being taken into the building(s), and a written inventory of the tools for verification. The contractor must sign-in at the main reception/front desk area or sign in with the Department designated personnel.
- 2.2.5 The contractor shall be held responsible for any and all damage to the building(s) or premises resulting from the contractor's actions, including but not limited to any damage caused by the use of tools, materials, and equipment. The contractor shall repair such damages at no cost to the Department.
- 2.2.6 The contractor must furnish all labor, tools (including diagnostic tools), materials, and services necessary to perform the maintenance services and must furnish replacement parts of every description for any part of the covered unit as necessary in order to ensure optimum working order and first class operating condition of the covered unit.
- 2.2.7 The contractor must have a company-wide, comprehensive technical training program to include formal skill level upgrade training, recurring training, refresher training, and remedial training.
- a. The training program must include formal training courses, on-the-job training, and must be in compliance with OSHA and any other applicable regulatory agency.
 - b. The contractor shall be responsible for the training of the contractor's personnel on the operation of the elevator/escalator systems and proper management procedures.
- 2.2.8 The contractor shall complete all work in accordance with the National Electric Code, the American Standard Safety Code, and the National Fire Protection Association (NFPA) codes.

2.3 Preventive Maintenance Requirements:

- 2.3.1 Immediately after the effective date of the contract, the Department will provide the contractor with a service manual, a set of mechanical and electrical schematics, and wiring diagrams regarding the covered units, if such are available. By no later than thirty (30) calendar days after the contractor's receipt of the

service manual, schematics, or diagrams from the Department, the contractor shall update the documents to reflect the present condition of each covered unit, and the contractor shall provide a copy of the updated documents to the Department.

- a. The contractor shall maintain and keep the documents updated through the term of the contract.
- b. The service manual, mechanical and electrical schematics, wiring diagrams, and any other such documents shall remain the property of the Department. Upon expiration, termination, or cancelation of the contract, the contractor shall return the updated documents to the Department.

2.3.2 The contractor shall administer, coordinate, update, and enforce all warranties provided by the respective covered units' service providers and equipment suppliers.

- a. The contractor shall maintain and keep the warranty documents updated through the term of the contract.
- b. The contractor shall perform all maintenance services necessary so that all warranties are maintained in full force and effect.
- c. The warranties and any other such documents shall remain the property of the Department. Upon expiration, termination, or cancelation of the contract, the contractor shall return the updated warranties to the Department.

2.3.3 The contractor must perform preventive maintenance on a monthly basis on all covered units in accordance with the requirements specified in the Preventive Maintenance Schedule included herein as Attachment #2 and in accordance with the following:

- a. The contractor must perform services designed to minimize wear and tear on the covered units and to forestall a breakdown which would put the covered unit out-of-service.
- b. As required, the contractor must service and treat all motor windings and controller coils with a proper insulating compound to maintain the equipment in a safe and optimum operating condition.
- c. The contractor must keep all covered unit's mechanical equipment free from hydraulic oil leaks.
- d. The contractor must perform a minimum of one (1) hour of preventive maintenance service per covered unit, per month.
- e. Prior to performing any preventive maintenance service, the contractor shall provide the Department's representative with an inspection and preventive maintenance report which outlines all tests and inspections to be performed by the contractor on each covered unit.
- f. Upon completion of any preventative maintenance and prior to payment, the contractor must obtain on the service ticket, the signature of designated Department personnel.

2.3.4 The Department's representative shall have the authority to make spot inspections at any time to ensure the contractor's compliance with the Preventive Maintenance Schedule.

2.3.5 Preventive Maintenance Repair Components: The contractor must service or replace the components listed on Attachment #3 as needed, in order to keep the covered units in optimum working order and in first class operating condition.

- 2.3.6 In the event the contractor determines that a covered unit requires repairs beyond the Preventive Maintenance Repair services, the contractor shall document the need in writing to the Department for consideration as a possible Basic Repair or Advanced Repair as described herein.

2.4 Annual Testing and Inspections Requirements:

- 2.4.1 In accordance with the Missouri Elevator Safety Act, Section 701.350 - 701.380, RSMo and 11CSR 40-5.010 - 40-5.150, the contractor must perform annual testing and inspection on each covered unit as specified in the Missouri Elevator Safety Act.
- 2.4.2 Upon written notification from the Department, the contractor shall schedule the annual testing and inspection with the Missouri State Elevator Inspector to witness each testing and inspection. The contractor must give written notification to the Department's head of maintenance at least ten (10) days prior to conducting the testing and inspection.
- 2.4.3 If requested by the Department, the contractor shall perform a full load, full speed test.
- 2.4.4 The contractor must service and repair any deficiencies or violations identified during the annual testing and inspection. By no later than thirty (30) calendar days after the annual inspection, the contractor must complete all such repairs.
- a. If more than thirty (30) calendar days is necessary for a repair, the contractor shall provide written notification to the Department describing the need for the additional time.
 - b. The contractor must obtain written approval from the Department for any extension to the thirty (30) day requirement.
- 2.4.5 Additional Testing/Inspections – The Department shall have the right at any time during the effective period of the contract to obtain an independent inspection of the covered unit(s). In the event additional service is found to be required on the covered unit(s) as a result of the independent inspection, the contractor shall perform such service at no additional cost, or the Department may elect to have a third-party perform the required service. If the Department elects to utilize the services of a third-party, the amount charged by the third-party shall be deducted from the contractor's payment hereunder or invoiced to the contractor as a total amount due.
- 2.4.6 Maintenance Checklist – The contractor's personnel performing the maintenance and repair service shall maintain a checklist of all maintenance and repairs performed for each covered unit, and shall initial and date all items on the checklist as service is performed. The contractor must keep the maintenance checklist up-to-date at all times and must post the completed maintenance checklist in each mechanical equipment room or a place designated by the Department.

2.5 Repair Requirements:

- 2.5.1 As a result of normal wear and tear and due to the life cycle expectancy of various components in the covered units, repair services may be required. For purposes of this document, repairs shall be defined as follows:

Basic Repair Services shall include, but not limited to, repairs, parts, and labor to restore the normal operation and function of the covered unit to acceptable condition as determined by the Department. Examples of repairs, services, and parts which shall be considered Basic Repair Services are provided in Attachment #4.

Advanced Repair Services shall include, but not limited to, replacement, upgrades, repairs, parts and labor to enhance, modernize, refurbish, renovate, expand, or improve the operation and function of the

covered unit as approved by the Department. A basis for the Department requesting Advanced Repair Services may include, but not be limited to, the failure of all previous efforts to restore the normal and safe operation of the covered unit, or if the overall operational integrity of the covered unit is in jeopardy.

The contractor must comply with the following when deemed necessary by the Department:

- Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements.
- Substance Abuse and Testing Program Requirements, if applicable.
- Provide a Performance/Payment Bond Form, Affidavit of Compliance, and Insurance as required herein.
- The Department shall provide the contractor with wage rates applicable for prevailing wage at the time of the request for the Advanced Repair.

Surety Bond: If a project price exceeds \$25,000, the contractor shall provide a surety bond to the Department guaranteeing payment of all labor, suppliers, and subcontractors providing equipment or services to the contractor as a part of the contract in accordance with the requirements of sections 107.170, RSMo. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Department within ten (10) business days after notification from the Department to proceed with the advanced repair project and prior to performance of service under the contract. The bond must be made payable to the State of Missouri in an amount equal to the awarded guaranteed not-to-exceed total project price provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise.

2.5.2 Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements - The contractor and all subcontractors employed by the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. in effect at the time of the Advanced Repair for the county in which the Advanced Repair is being performed. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the Advanced Repair.

- The contractor shall forfeit to the Department \$100.00 for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (section 290.250, RSMo).
- In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in sections 290.210 to 290.340, RSMo, and is advised to review the requirements carefully prior to beginning work.
- The contractor must require all personnel who are “on-site employees” as defined in section 292.675, RSMo, to complete a ten (10) hour construction safety training program required under section 292.675, RSMo, unless the personnel have documentation of prior completion of the program. Personnel that have not previously completed the program must complete the program within sixty (60) days of beginning work under the contract. Personnel on the work site without the documentation of prior completion of the program shall be afforded twenty (20) days to produce such documentation before being subject to removal from the work site. The contractor shall forfeit to the Department a penalty of \$2500.00 plus an additional \$100.00 for each person employed by the contractor or

subcontractor for each calendar day or portion thereof, such person is employed without the required training.

- A contractor who is a “transient employer” as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the notices listed below: If the contractor fails to post these required notices, the contractor shall, under section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices are posted.
 - ✓ The notice of registration for employer withholding issued to the contractor by the director of revenue;
 - ✓ Proof of coverage for workers’ compensation insurance or self-insurance signed by the contractor and verified by the Department of Revenue through the records of the Division of Workers’ Compensation; and
 - ✓ The notice of registration for unemployment insurance issued to the contractor by the Division of Employment Security.

2.5.3 The contractor shall only provide repair services at the request of and with the prior written approval of the Department.

2.5.4 In the event the Department requests the contractor to provide a basic or advanced repair service, the contractor shall inspect the covered unit and determine if a basic repair, advanced repair, or a total replacement is the best action to return the covered unit to optimum working order.

- a. If a basic or advance repair is recommended, the contractor shall provide the Department with the following:

Recommendation for a basic or advanced repair,
Guaranteed not-to-exceed total price for the basic or advanced repair, and
Definite time line for completing the basic or advanced repair.

- b. If a total replacement is recommended, the contractor shall provide the Department with the following:

Recommendation for a total replacement,
Guaranteed not-to-exceed total price for the replacement, including any given prevailing wage, and,
Definite time line for completing the replacement.

- c. The guaranteed not-to-exceed total price shall be computed using the firm, fixed price per hour as stated on the Pricing Pages for Basic Repair, or the Prevailing Wage requirements for Advance Repair, and the cost for the parts and materials plus the percentage of mark-up over the actual net cost for the parts and materials as stated on the Pricing Page.

- d. In no event shall the contractor compute a price per hour differential for overtime and non-working hours. Working hours shall be described as hours actually spent in the building providing service and shall exclude any travel time.

2.5.5 The contractor shall provide a detailed materials list that adequately describes all materials and services required to complete the repair service in order for the Department to properly evaluate the suggested repair or replacement service and ensure compliance with the mandatory technical specifications of the covered unit.

2.5.6 The contractor shall unconditionally guarantee all services, materials, parts, labor, etc., to be free from defects for a period of one (1) year from date of installation or performance of any service.

- 2.5.7 The contractor shall agree and understand that the Department shall have the right to approve or reject the guaranteed not-to-exceed total price and obtain the necessary repair or replacement services from another party as deemed to be in the best interest of the State of Missouri.
- a. In the event another party performs the necessary repair or replacement service, the contractor shall have the right to inspect the covered unit to verify proper completion of the repair or replacement service on the covered unit.
 - 1) The contractor shall submit a signed Acknowledgement and Acceptance (Attachment #5) indicating acceptance of the repair or replacement, operating condition, and performance of the covered unit(s).
 - 2) The contractor shall assume maintenance of the repaired unit upon receipt and approval of the signed Acknowledgement and Acceptance by the Department.
- 2.5.8 If the guaranteed not-to-exceed price is approved by the Department, the Department will provide a notice to proceed to the contractor for the repair or replacement service, and the contractor shall proceed with the approved repair or replacement service.
- 2.5.9 In the event the Department hires an outside/private company to correct substandard, deficient or incomplete services provided by the contractor, the contractor shall be responsible for the total cost charged by such company to perform any corrective service.

2.6 Response to Service Requests:

PARAGRAPH REVISED PER RFQ AMENDMENT 001

- 2.6.1 In the event the Department requests a service request for on-site maintenance or repair service due to problems with the covered units *located in St. Louis*, the contractor shall respond to the service request based on the *criteria below*. *For all covered units located in Farmington, the contractor shall respond within 24 hours.*

SERVICE REQUEST - If the failure or problem with a covered unit inconveniences the normal operation of state business, the Department will issue a Service Request.

If the Service Request was issued by the Department prior to 5:00 p.m., the contractor shall arrive at the covered unit within four (4) hours of receiving the request. If the Service Request was issued by the Department after 5:00 p.m., the contractor shall arrive at the covered unit by 8:00 a.m. of the next business day.

IMMEDIATE SERVICE REQUEST - If the failure or problem with a covered unit debilitates the normal operation of state business, the Department will issue an Immediate Service Request.

If the Immediate Service Request was issued prior to 5:00 p.m. the contractor shall arrive at the covered unit within thirty (30) minutes of receiving the request. If the Service Request was issued after 5:00 p.m., the contractor shall arrive at the covered unit by 7:00 a.m. the next business day.

EMERGENCY SERVICE REQUEST - If the failure or problem with a covered unit threatens life, property, public health, or public safety, the Department will issue an Emergency Service Request.

The contractor must respond to Emergency Service requests as specified below by servicing the covered unit at any hour of the day or night, seven (7) days per week in order to immediately restore the covered unit to service.

- The contractor shall arrive at the covered unit within thirty (30) minutes after receiving Emergency Service Request.

The Department will provide the contractor with the names of persons from the Department who are authorized to request Emergency Service Requests.

- 2.6.2 The contractor shall agree that Service Requests made verbally shall be confirmed in writing via email by the Department.
- 2.6.3 Unless the contractor and the Department mutually determine that the restoration of the covered unit to normal operation may only be accomplished through a Basic or Advanced repair, the contractor shall make every reasonable effort to restore the covered unit to normal operation during the response to the service request.
- 2.6.4 Unless other specific arrangements are agreed upon by the Department, the contractor shall respond, schedule, and perform repairs and Service Requests during regular Department work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, except for state holidays. The contractor shall observe the same holiday schedule as the Department. A list of Missouri State Holidays is posted on the Internet at: <http://content.ia.mo.gov/commissioners-office/state-holidays>.

2.7 Contractor Parts Inventory and Storage Requirements:

- 2.7.1 The contractor must stock and maintain, at the contractor's storage location, an adequate supply of spare parts needed to ensure the timely provision of the maintenance and repair of all covered units. The inventory shall include, but not be limited to, miscellaneous switches and relays, all circuit boards, and any other items which commonly fail or may likely be required.
 - a. All parts furnished and installed by the contractor shall be genuine original equipment manufacturer (OEM) replacement parts, made especially for the make and model of the covered unit on which they shall be installed, unless substitution is specifically approved by the Department prior to installation.
 - b. By no later than thirty (30) calendar days after the effective date of the contract, the contractor shall provide the Department with a detailed list of spare parts which are regularly stocked and maintained.
- 2.7.2 Obsolete Parts – For the purpose of this document, obsolescence shall be defined as parts, components, or equipment that are no longer available from an industry parts supplier, or are replaceable only by re-fabrication.
 - a. The contractor and the Department shall mutually determine and agree on the obsolescence of a part, component, or equipment.
 - b. The contractor shall provide the labor to remove and replace the obsolete part, component, or equipment at no cost to the Department.
 - c. The Department will be responsible for the cost of the obsolete part, component, or equipment based on the firm, fixed prices stated on the Pricing Page for Obsolete Parts, and for labor of any re-fabrication based on the original invoice from the re-fabricator.
- 2.7.3 The contractor must use only lubricants of the proper type or grade for the intended use. The use of improper, dirty, contaminated, or deteriorated lubricants shall be prohibited.
 - a. The contractor shall store all lubricants, fluids, etc., in approved containers and in a manner and location designated by the Department.

- b. The contractor shall properly dispose of waste lubricants within eight (8) hours after removal from a covered unit.

2.7.4 The contractor shall provide a lockable storage cabinet(s) for the orderly arrangement and safekeeping of covered unit parts, wiring diagrams, and other printed data pertinent to the servicing of the covered unit(s). The contractor shall locate the lockable storage cabinet(s) in a machine room, penthouse, or other area designated by the Department. The contractor shall permit the Department to have access to any and all such storage cabinets provided by the contractor.

2.8 Personnel Requirements:

- 2.8.1 The contractor shall provide a designated representative and a means for being contacted by the Department on a twenty-four (24) hour, seven (7) day per week basis, such as a commercial paging service, cell phone, or customer call center.
- a. By no later than five (5) business days after the award of the contract, the contractor shall provide the Department with the name, address, and contact information of the designated representative.
 - b. The designated representative shall have the express authority to speak, and make decisions on behalf of the contractor.
 - c. The designated representative shall be the single point of contact to receive and respond to all requests for service.
 - d. The designated representative must reply to the Department within thirty (30) minutes of receiving the contact signal.
 - e. The designated representative shall dispatch the appropriate technicians to respond to the request for service.
 - f. The contractor shall receive the name(s) of the Department personnel authorized to call for service.
- 2.8.2 The contractor's personnel shall be appropriately dressed and groomed while working in the buildings.
- 2.8.3 The contractor's personnel shall wear an article of clothing identifying the contractor or a subcontractor, and have a picture ID tag visible at all times.
- 2.8.4 Contractor Badge - The contractor shall obtain a contractor badge from the regional office of the Office of Administration/Facilities Management, Design and Construction regional office address below. The contractor's personnel shall wear the contractor badge at all times while working at each building.

Wainwright State Office Building
111 North Seventh Street, Room 111
St. Louis, MO
Telephone: 314-340-6804
Fax: 314-340-3456
Email: fmdcstlbadgeoffice@oa.mo.gov

2.9 Safety Requirements:

- 2.9.1 The contractor must exercise precaution at all times to ensure the protection of persons and property.
- 2.9.2 The contractor shall maintain a company safety program that educates all elevator service mechanics and apprentices on the hazards associated with the performance of the services required herein, and compliance with the codes and regulations governing the work required herein.
- 2.9.3 The contractor shall comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including obtainment of any required permits or certificates) in the contractor's performance; including, but not limited to, the standards promulgated by the OSHA, NFPA,

NEC, the Missouri Elevator Safety Act, Section 701.350 – 701-380, RSMo and 11CSR 40-5.010 – 40-5.150, and all other applicable codes not specifically mentioned herein.

- 2.9.4 The contractor must guard or remove machinery, equipment, and all hazards in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
- 2.9.5 The contractor shall also comply with applicable requirements of the Occupational Safety and Health Act of 1970 and the latest revisions thereto.
- 2.9.6 The contractor must maintain good housekeeping practices in the performance of services. The contractor must keep covered unit pits, machine rooms, and penthouses clean and free of scrap parts, oily rags, combustible materials, and accumulation of debris of any kind.
- 2.9.7 The contractor must keep the exterior of all covered units and all other parts and equipment that are subject to rust or corrosion properly painted, protected, and presentable at all times.
- 2.9.8 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.10 Security Requirements:

- 2.10.1 Security Clearance: By no later than fifteen (15) calendar days prior to providing services, the contractor and each of the contractor’s personnel assigned to the contract must have a current security clearance approved by the Office of Administration, Division of Facilities Management, Design and Construction in order to provide service under the contract.
 - a. The Office of Administration, Division of Facilities Management, Design and Construction participates in the Missouri RAP Back Program and the National RAP Back Program. Therefore, the contractor’s personnel submitting their fingerprint images are advised that their fingerprint images will be retained in state and federal biometrics databases, pursuant to Section 43.540 RSMo.
 - b. Prior to proceeding with the fingerprint process, the contractor shall obtain signatures on the forms identified below from the contractor’s personnel and submit the signed forms to the Office of Administration, Division of Facilities Management, Design and Construction as indicated.

Name of Form	Send to
Authorization for Release of Information/Confidentiality Oath form Attachment #6	OA.FMDCContractsUnit@oa.mo.gov
Missouri Applicant Fingerprint Privacy Notice, Attachment #7	fmcdsecurity@oa.mo.gov

- c. The contractor must obtain the required fingerprint based security clearances from the Missouri State Highway Patrol using either of the two following options:
- d. Provide a SHP-984D document available at: [SHP-984 MACHS Fingerprint Services Form FMDC](#) to the personnel to be fingerprinted to take to the Missouri State Highway Patrol, Criminal Justice Information Services Division in Jefferson City.
- e. Personnel may utilize an Identigo (IDEMIA) location for submission of fingerprints by registering on the MSHP website at: <https://www.machs.mshp.dps.mo.gov/MACHSFP/home.html> and using the code 5434.

- ✓ For further information on how to obtain a fingerprint-based criminal records check, go to the Missouri State Highway Patrol's website at: <http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html> and click on the "Informational Page" link.
 - f. For fingerprint based security clearances submitted at the Missouri State Highway Patrol, Criminal Justice Information Services Division in Jefferson City, the contractor must submit a copy of the results to the Office of Administration, Division of Facilities Management, Design and Construction at: OA.FMDCContractsUnit@oa.mo.gov. The fingerprint based security clearances utilizing the Identigo (IDEMIA) locations will be automatically electronically routed to the Office of Administration, Division of Facilities Management, Design and Construction.
 - g. When the results of the fingerprint based security clearances become available to the Office of Administration, Division of Facilities Management, Design and Construction, a check for outstanding wants and warrants on each personnel will be conducted. Upon completion, the Office of Administration, Division of Facilities Management, Design and Construction will notify the contractor of the clearance approval decision.
- 2.10.2 For each new person assigned to provide services, the contractor must provide the required security clearance information at least five (5) days prior to the new person providing services.
- 2.10.3 The Department shall have the right to deny any of the contractor's personnel access to any facility for any reason.
- 2.11 Reporting Requirements:**
- 2.11.1 Preventive Maintenance Service Reports:
- a. By no later than 48 hours after the performance of each preventive maintenance service, the contractor must submit a preventive maintenance report to the building's contact person.
 - b. The preventive maintenance report shall include a copy of the maintenance checklists and shall be updated with the results of all tests and inspections, and include the contractor's plan of action for correcting any deficiencies found during the inspections/testing.
- 2.11.2 Monthly Service Report:
- a. The contractor must submit a monthly service report to the building's contact person documenting each Service Request, Immediate Service Request, Emergency Service Request, Basic Repair Service, and Advanced Repair service completed during the monthly reporting period.
 - b. The service report shall identify the covered unit serviced, and include the date, hour, location, and reason service was required and a brief description of services performed.
- 2.11.3 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the Department.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the Department and its designees and the Missouri State Auditor in a format acceptable to the Department at all reasonable times during the term of the contract.
 - b. The contractor shall retain all such records according to the Department's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit,

investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.

- c. The contractor shall permit the Department, governmental auditors and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. The Department will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

PARAGRAPH 2.1.2, DELETED PER RFQ AMENDMENT 001

2.12 Liquidated Damages:

PARAGRAPH 2.12.1 AND ALL SUBPARAGRAPHS DELETED PER RFQ AMENDMENT 001

2.12.1 Liquidated Damages -

2.12.2 The contractor shall agree and understand that the Department shall postpone payment to the contractor for the service request or repair until such time as the covered unit is returned to optimum working order and first class operating condition.

2.12.3 The contractor shall agree and understand that contractor negligence or failure to comply with the provisions of the contract shall constitute a breach of the contract, and subject to contract cancellation.

PARAGRAPH 2.12.4 DELETED PER RFQ AMENDMENT 001

2.12.4 Deleted.

PARAGRAPH 2.12.5 DELETED PER RFQ AMENDMENT 001

2.12.5 Deleted.

PARAGRAPH 2.12.6 DELETED PER RFQ AMENDMENT 001

2.12.6 Deleted.

2.13 Invoicing and Payment Requirements:

2.13.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendor services.mo.gov/vendor services/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- 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 Department'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 Services Portal at:

<https://www.vendor services.mo.gov/vendor services/Portal/Default.aspx>

- 2.13.2 Invoicing – The contractor shall submit a monthly invoice itemizing services provided as well as the specific purchase order (P.O.) number. Services or goods must be received before payment can be made. The invoice must be submitted to the following address below or emailed to FMDCaccountspayable@oa.mo.gov.

Office of Administration
Division of Facilities Management, Design and Construction
Attn: Accounting
301 West High Street, HST 780
PO Box 809
Jefferson City, MO 65102

- 2.13.3 The contractor shall include the following information for each monthly invoice:

- a. The Preventive Maintenance provided for the covered units and the applicable firm, fixed price for each covered unit as specified on the Pricing Page.
- b. The Basic or Advanced Repair completed for the month identifying the Service Request, the level of service provided; the number of hours of service provided, the applicable firm, fixed price per hour or prevailing wage rate, and the cost of parts. The contractor shall include a copy of receipts for all parts, a copy of the purchase order for the repair, and a copy of the signed service ticket by the designated Department personnel.
 - 1) Surety Bond - In the event the contractor must obtain a surety bond consistent with provisions stated herein, the contractor must submit a copy of the bond company's invoice to the Department for the specific surety bond.
- c. The contractor must include a copy of all invoices from the re-fabricator in the event re-fabrication charges are incurred for labor to re-machine/reconfigure a part considered obsolete.

- 2.13.4 Payments - Subject to the reductions for liquidated damages, the contractor shall be paid in accordance with the firm, fixed prices specified on the Pricing Page for performance of all services required herein.

- a. Preventive Maintenance: If covered units are deleted from or returned to the contract, the firm, fixed price per covered unit specified on the Pricing Page shall be deleted from or added to the total amount due. Furthermore, the firm, fixed price per preventative maintenance shall be prorated for any portion of time less than one (1) month or quarter for which service was provided for the covered unit.
- b. Repair Requests: In the event a Basic or Advanced Repair Request was required, authorized, and completed, the contractor shall be paid the actual cost approved by the Department. In no event shall the amount paid to the contractor for any repair services exceed the guaranteed not-to-exceed price quoted by the contractor.
 - 1) Parts and Materials: The contractor shall be reimbursed for parts and materials needed for the performance of the Basic or Advanced Repair based on the invoice for such parts/materials plus the firm, fixed percentage mark-up over the actual net cost of the part/material as stated on the Pricing Page.
 - 2) Surety Bond: In the event the contractor obtained a surety bond consistent with provisions stated herein for an Advanced Repair, the contractor shall be reimbursed for the actual cost to the contractor for obtaining said surety bond.
- c. Service Requests: In the event a Service Request was provided, the contractor shall be paid as follows:

- 1) The firm, fixed price per hour based on the level of the service requested to restore the normal operation of the covered unit or performs a diagnosis for a repair.
 - 2) In the event parts and materials were used to restore the normal operation of the covered unit during the response to the service request, the contractor shall be paid for parts and materials based on the invoice for such parts/materials plus the firm, fixed percentage mark-up over the actual net cost of the part/material as stated on the Pricing Page.
 - 3) The re-fabrication charges for labor to re-machine/reconfigure a part considered obsolete, cost of the obsolete part, component, or equipment based on the firm, fixed prices stated on the Pricing Page for Obsolete Parts, and for the labor for any re-fabrication based on the original invoice from the re-fabricator.
- 2.13.5 Other than the payments and reimbursements specified above, no other payments or reimbursements for parts, materials, expenses, services, travel, etc. shall be made to the contractor for any reason whatsoever.
- 2.13.6 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under the contract.
- 2.13.7 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The Department shall have no obligation to pay any invoice submitted after the due date.
- 2.13.8 If a request by the contractor for payment or reimbursement is denied, the Department shall provide the contractor with written notice of the reason(s) for denial.
- 2.13.9 If the contractor is overpaid by the Department, upon official notification by the Department, the contractor shall provide the Department (1) with a check payable as instructed by the Department in the amount of such overpayment at the address specified by the Department or (2) deduct the overpayment from the monthly invoices as requested by the Department.

END OF PART TWO: SCOPE OF WORK

3. GENERAL CONTRACTUAL REQUIREMENTS:

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

3.1 Contractual Requirements:

- 3.1.1 Contract - A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.1.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Quotation (RFQ). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to extend the contract for additional one-month periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during extension period(s).
- 3.1.3 Contract Price - All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- a. Prices shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the RFQ.
- 3.1.4 Termination - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 3.1.5 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.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3.1.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.

3.1.7 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. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

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

2)The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- 3.1.8 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 Department 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 Department.
 - b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- 3.1.9 No later than 30 days after the effective date of the contract's expiration date, the contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 3.1.10 Authorized Personnel: The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

1)Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

2)Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

3)Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- d. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3.1.11 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3.1.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department or the Department throughout the effective period of the contract.

3.1.13 Replacement of Damaged Product - The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

3.1.14 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.

3.1.15 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.

- b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.1.16 The contractor shall not perform any work under the contract that by Missouri law (section 290.250, RSMo) requires prevailing wage. The contractor must notify the Department if any requested work would involve prevailing wage; the Department shall then arrange for said work outside the subject contract in accordance with Missouri law.

3.1.17 Hazard Communication Safety Data Sheets and Labeling Requirements- The State of Missouri, Department, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a safety data sheet and warning labels with each shipment compliant with OSHA's Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain hazardous material. The contractor's Safety Data Sheets shall comply with the OSHA uniform formatting requirements that are to become effective June 1, 2015, and the contractor's Safety Data Sheets shall always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

3.1.18 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

- a. Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the Department is obtained and unless they clearly state the following as provided by the Department:
 - 1) The percentage of the total costs of the program or project which will be financed with Federal funds;
 - 2) The dollar amount of Federal funds for the project or program; and
 - 3) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3.2 Business Associate Provisions:

3.2.1 Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical

safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

- 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - 3) “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - 4) “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
 - 5) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - 6) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - 7) “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - 8) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 9) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - 10) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
 - 11) “Security Incident” shall be defined as set forth in the “Obligations of the contractor” section of the Business Associate Provisions.
 - 12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - 13) “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
- d. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

3.2.2 Permitted Uses and Disclosures of Protected Health Information by the contractor:

- a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.

3.2.3 Obligations and Activities of the contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

- 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - 3) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - 4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- h. At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and

retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

- n. contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- p. The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

3.2.4 Obligations of the Department:

- a. The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- d. The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

3.2.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

3.2.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related

to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

4.1 Contact:

4.1.1 Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the contract specialist identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

4.2 Open Records:

4.2.1 Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the vendor is advised not to include any information that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

4.3 Compliance with Terms and Conditions:

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

4.4 Evaluation and Award Process:

4.4.1 After determining that a bid satisfies the mandatory requirements stated in the Request for Quotation, a cost analysis shall be conducted. The contract shall be awarded to the lowest priced responsive vendor.

4.4.2 Open Competition – Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

4.5 Evaluation of Cost:

4.5.1 The evaluation of cost shall cover the original contract period.

4.5.2 The vendor must provide firm, fixed pricing as required on Exhibit A, Pricing Page, for all line items.

4.5.3 The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated quantity for that line item listed below. The cost evaluation shall include all mandatory requirements.

- Four (4) months preventative maintenance on each covered unit
- Ten (10) hours of service request for a mechanic
- Ten (10) hours of service request for an apprentice
- Five (5) hours of immediate service for a mechanic
- Five (5) hours of immediate service for an apprentice
- Two (2) hours of emergency service for a mechanic
- Two (2) hours of emergency service for an apprentice
- Ten (10) hours of Basic Repairs for a mechanic
- Ten (10) hours of Basic Repairs for a technician

- \$10,000 worth of parts/materials. The \$10,000 worth of parts/materials shall not be included in the cost evaluation, only the total of the percentage of the actual net cost of the parts and materials shall be included.

a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

Lowest Responsive vendor's Price Compared vendor's Price	x	100 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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- b. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- c. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

4.5.4 Vendor Information - The vendor should provide information about the vendor's organization on Exhibit B.

4.5.5 Experience - The vendor should provide information related to previous and current services/contracts of the vendor or any proposed subcontractor where performance was similar to the required services of this RFQ. The information may be shown on Exhibit C or in a similar manner.

4.6 Determination for Award:

4.6.1 The award shall be made to the lowest priced responsive vendor. Other factors that affect the determination of the lowest price responsive vendor include consideration of the Blind/Sheltered Workshop Preference explained in the paragraphs that follow.

4.6.2 The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any vendor's offer.

4.7 Organizations for the Blind and Sheltered Workshop Preferences:

4.7.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five (5) to fifteen (15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

4.7.2 In order to qualify for the bonus points, the following conditions must be met and the following evidence must be provided:

- a. The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount

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

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

NOTE: If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- d. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- e. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alhaphointe.org>
- f. Commitment – If the vendor's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.
- g. If all requirements are met, the vendor shall receive a five (5) to fifteen (15) point bonus to a bid meeting specifications or bid that includes subjective or other criteria deemed in the best interest of the state and provided in the solicitation document.

1)A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing

a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of bids for purchase not exceeding ten million dollars.

2)Where the commitment in the bid exceeds the minimum level set forth in section 34.165 to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (expressed as a number, not as a percentage) times 2.5 points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of 3% would be calculated as: $3 \times 2.5 \text{ points} = 7.5 \text{ awarded points}$. A commitment of 5.5% would be calculated as: $5.5 \times 2.5 \text{ points} = 13.75 \text{ awarded points}$. Commitments at or above six percent (6%) shall receive the maximum of fifteen (15) points.

4.8 Missouri Service-Disabled Veteran Business Preference:

- 4.8.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed Exhibit F and the documentation specified on Exhibit F in accordance with the instructions provided therein, no preference points will be applied.

4.9 Other Bid Submission Requirements:

- 4.9.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" ([Section: 285.0525 Definitions. RSMO 285.525](#)), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit G must be submitted prior to an award of a contract.
- 4.9.2 Debarment Certification – The vendor 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 vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit H with the bid. This document must be satisfactorily completed prior to award of the contract.
- 4.9.3 Miscellaneous Information – The vendor should complete and submit Exhibit I, Miscellaneous Information.
- 4.9.4 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

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

Bid Submission Checklist – The Bid Submission Checklist on Attachment #8 is for the convenience of the vendor to ensure all applicable and necessary documentation is completed and submitted with the vendor's response.

EXHIBIT A**PRICING PAGE**

- 4.9.5 **Department of Mental Health - St. Louis Region – Monthly Preventive Maintenance Service by Covered Unit:** The vendor shall provide a firm, fixed price per month for the original contract period for Preventative Maintenance services for each covered unit listed below.

ST LOUIS REGION – Monthly Preventative Maintenance				
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month
Bellefontaine Habilitation Center				
1	Warehouse	Otis/ Freight-Hydraulic	6026	\$ _____
Metro St. Louis Psychiatric Rehab. Center				
2	Elevator 1	Dover/ Passenger-Hydraulic	5198	\$ _____
3	Elevator 2	Dover/ Passenger-Hydraulic	5199	\$ _____
4	Elevator 3	Dover/ Passenger-Hydraulic	5200	\$ _____
5	Elevator 4	Dover/ Passenger-Hydraulic	5201	\$ _____
6	Elevator 5	Dover/ Passenger-Hydraulic	5202	\$ _____
SE MO Mental Health Center				
7	Hocter South	Dover/ Passenger-Traction	6174	\$ _____
8	Blair	Dover/ Passenger-Hydraulic	6177	\$ _____
9	Hoctor North	Schindler/Passenger	20077	\$ _____
10	Center	Westinghouse/ Passenger-Hydraulic	6175	\$ _____
11	Center	Westinghouse/ Passenger-Hydraulic	6176	\$ _____
12	Forensic North	Thyssen Krupp/ Passenger-Hydraulic	12604	\$ _____

ST LOUIS REGION – Monthly Preventative Maintenance				
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month
St. Louis Psychiatric Rehab. Center				
13	Dome Bldg A	US Elevator/ Passenger-Traction	6167	\$ _____
14	Dome Bldg F	Schumacher/ Passenger-Traction	6168	\$ _____
15	Receiving Warehouse	Otis/ Freight-Traction	6164	\$ _____
16	Lobby #1	Otis/ Passenger-Hydraulic	6163	\$ _____
17	Lobby #2	Otis/ Passenger-Hydraulic	6162	\$ _____

4.9.6 Service Requests: The vendor shall provide a firm, fixed price per hour for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour
18	Service Request Performed by a Mechanic	\$ _____
19	Service Request Performed by an Apprentice	\$ _____
20	Immediate Service Performed by a Mechanic	\$ _____
21	Immediate Service Performed by an Apprentice	\$ _____
22	Emergency Service Performed by a Mechanic	\$ _____
23	Emergency Service Performed by an Apprentice	\$ _____

4.9.7 Repair Services: The vendor shall provide a firm, fixed price per hour for on-site Basic Repair Services performed by the mechanic and technician. In addition, the vendor shall state a firm, fixed percentage over the actual net cost for parts and materials. The vendor shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour
24	Basic Repair Service Performed by a Mechanic	\$ _____ Firm, Fixed Price per Hour
25	Basic Repair Service Performed by an Technician	\$ _____ Firm, Fixed Price per Hour
26	Percentage Over Actual Net Cost for Parts/Materials	_____ %

EXHIBIT B
VENDOR INFORMATION

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

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.
- c. Provide a list and a short summary of information regarding the vendor's current contracts/clients.
- d. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.
- e. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- f. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.
- g. Document the vendor's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the vendor is a subsidiary, also provide the documentation for the parent company.

EXHIBIT C**CURRENT/PRIOR EXPERIENCE**

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

Vendor Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone Number <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

EXHIBIT D

PARTICIPATION COMMITMENT

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

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

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFQ, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFQ issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's bid.

~ Copy This Form For Each Organization Proposed ~

vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
_____ for the Blind _____ Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

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

EXHIBIT F**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department (DEPARTMENT) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the DEPARTMENT in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a vendor meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past five (5) years to the DEPARTMENT or to the Office of Administration, Division of Purchasing and Materials Management (DPMM), the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

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

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

EXHIBIT F (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

Service-Disabled Veteran’s Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran’s Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

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

Date SDV Documents were Submitted: _____

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

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

FOR STATE USE ONLY

SDV’s Documents - Verification Completed By:

Procurement Officer

Date

EXHIBIT G

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

BUSINESS ENTITY CERTIFICATION:

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

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

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	
<p>I certify that _____ (Company/Individual Name) <u>DOES NOT CURRENTLY MEET</u> 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)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> - I am a self-employed individual with no employees; OR <input type="checkbox"/> - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo. </p> <p>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 FMDC19-0029 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.</p>	
<p>_____</p> <p>Authorized Representative’s Name (Please Print)</p>	<p>_____</p> <p><i>Authorized Representative’s Signature</i></p>
<p>_____</p> <p>Company Name (if applicable)</p>	<p>_____</p> <p>Date</p>

EXHIBIT G, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

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

AND

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

AND

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

EXHIBIT G, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

_____	_____
<i>Signature of Notary</i>	Date

EXHIBIT G, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative’s Name (Please Print)	<i>Authorized Business Entity Representative’s Signature</i>
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer	Date
-------	------

EXHIBIT H

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

Instructions for Certification

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

EXHIBIT I

MISCELLANEOUS INFORMATION

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

Are any of the vendor’s proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4 1., 2., 3., or 4. of Executive Order 04-09 indicated below? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: _____ 1. Unique good or service. ✓ EXPLAIN: _____ _____ 2. Foreign firm hired to market Missouri services/products to a foreign country. ✓ Identify foreign country: _____ _____ 3. Economic cost factor exists ✓ EXPLAIN: _____ _____ 4. vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____% • Specify what contract work would be performed outside the United States: _____		

Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:	
Percentage of ownership interest in vendor’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

ATTACHMENT #1

See separate Excel spreadsheet for the list of elevators and the contact information for each location.

ATTACHMENT #2**PREVENTATIVE MAINTENANCE SCHEDULE****Electric and Hydraulic Elevators**

1. Inspection Frequency:
 - 1.1 The contractor must inspect all covered units listed a minimum of once per month. The duration of time between any two inspections for the same covered unit must be no more than thirty (30) calendar days.

2. On each visit, the contractor must:
 - 2.1 Contact responsible building personnel regarding covered unit complaints.
 - 2.2 Ride all cars, checking for any unusual noise or operation.
 - 2.3 Correct all malfunctions and/or complaints noted.

3. As directed by the state agency, the contractor must perform the following services:
 - 3.1 Controller
 - 3.1.1 Observe dispatching, timers, and relays for proper operation.
 - 3.1.2 Check all controller and supervisory relays and contacts. Replace where necessary.

 - 3.2 Hoist Machine
 - 3.2.1 Check sleeve bearing oil.
 - 3.2.2 Clean dirt and dust from exterior surface of machines.
 - 3.2.3 Check all sheaves and pulleys in hoist way including drive sheaves, and rope sheaves for wear and lubricate per manufactures recommendations and replace as necessary.

 - 3.3 MG Sets
 - 3.3.1 Renew or reseal brushes as required.
 - 3.3.2 Clean dirt and dust from exterior surface of MG sets.

 - 3.4 Signal and Dispatching
 - 3.4.1 Replace any burned out lamps in the starters control indicator panel, car operating panel, etc.
 - 3.4.2 Observe dispatching, dispatching intervals, high and low call reversal circuits. Make corrections where necessary.
 - 3.4.3 Observe operation of car arrival lanterns and gongs. Correct any malfunctions noted.

 - 3.5 Car
 - 3.5.1 Check photo cells and safety edges for door retraction and obstruction timing. Replace when requested.
 - 3.5.2 Inspect car door operator. Clean, adjust, or replace pulleys, shafts, key ways, belts, cams, motor bushes. Lubricate where required.
 - 3.5.3 Clean door guide channels.

3.6 Pit

- 3.6.1 Clean pit and iron work located within the pit.
- 3.6.2 Empty drip pan in pit.
- 3.6.3 Check operation of sump pump and level switches for proper operation.

3.7 Hydraulic Machines - Pumping Units

- 3.7.1 Wipe up any oil residue around machine.
- 3.7.2 Maintain oil at proper level in tank.
- 3.7.3 Check for excessive leakage around valves and pumps.
- 3.7.4 Check oil heater operation and adjust or replace as needed.

3.8 Selector

- 3.8.1 Adjust and/or replace selector brushes and contracts.

3.9 Hoistway

- 3.9.1 Check hall button operation.

3.10 Jack Assembly

- 3.10.1 Checking packing gland for excessive oil leakage. Tighten or repack, if necessary.
- 3.10.2 Check plunger for signs of leakage or deterioration. Clean packing gland.

4. As directed by the state agency, the contractor must perform the following services:

4.1 Selector

- 4.1.1 Lubricate selector cable sheaves.

4.2 Hoist Machine

- 4.2.1 Observe worms and gears for end play, back lash, thrust, and any bearing wear in machine.
- 4.2.2 Renew or reseal brushes as required.
- 4.2.3 Clean and/or turn and undercut commentator.

4.3 MG Sets

- 4.3.1 Clean and/or turn and undercut commutators.

4.4 Car

- 4.4.1 Check alarm bell and communication system.
- 4.4.2 Check leveling units.
- 4.4.3 Check retiring cam device, chain, dash pots, pivots, fastenings, etc.
- 4.4.4 Inspect and clean car door or gate and related parts.

- 4.5 Hoistway
 - 4.5.1 Check leveling switches and leveling operation.
 - 4.5.2 Lubricate cup oil type sheave bearings.
 - 4.5.3 Check hoistway lighting. Replace bulbs where necessary.
- 4.6 Emergency Operation
 - 4.6.1 Test car emergency lights.
- 4.7 Ropes
 - 4.7.1 Check all ropes, grooves, and hitches and equalize tension. Lubricate where necessary. Advise state agency if ropes should be shortened or replaced.
 - 4.7.2 Check rope, clamps, and shackles.
 - 4.7.3 Check compensating chain or rope and hitches.
- 4.8 Hydraulic Machines - Pumping Units
 - 4.8.1 Check tension and wear of "V" belts.
 - 4.8.2 Inspect flexible hoses and connections.
- 4.9 Jack Assembly
 - 4.9.1 Check platen bolts for cracks and tightness.
- 5. As directed by the state agency, the contractor must perform the following services:
 - 5.1 Controller
 - 5.1.1 Check settings and operations of overloads.
 - 5.1.2 Check controller voltages.
 - 5.1.3 Check resistor tubes, grids, condensers, etc.
 - 5.2 Selector
 - 5.2.1 Clean and lubricate selector chains, guides, drives, and drums.
 - 5.3 Hoist Machine
 - 5.3.1 Check motor connections.
 - 5.4 Car
 - 5.4.1 Replace non-rechargeable emergency light batteries.
 - 5.4.2 Check load weighing device.
 - 5.4.3 Clean car tops and related hardware.
 - 5.4.4 Check and adjust car door upthrusts.
 - 5.4.5 Inspect guide shoes and roller guides. Lubricate if required.
 - 5.4.6 Inspect broken tape or cable switches.
 - 5.4.7 Check and test all safety devices.

- 5.4.8 Check clearance for car safety shoes.
- 5.4.9 Check stile channels for bends and cracks. Also, check car frame and support.
- 5.4.10 Check car operating panel, controls, and switches. Clean and lubricate when necessary.

5.5 Hoistway

- 5.5.1 Inspect reed switches.
- 5.5.2 Inspect limit switches, contacts, cam alignment.
- 5.5.3 Check sheave fastenings, grooves, lubricate grease type bearings.
- 5.5.4 Check stiles for cracks, bends, loose nuts, etc.
- 5.5.5 Inspect hoistway door guides and door closers.
- 5.5.6 Clean door hangers, tracks, and rollers. Adjust upthrust where necessary.

5.6 Pit

- 5.6.1 Clean and lubricate governor tail sheave.
- 5.6.2 Check oil levels in buffers.
- 5.6.3 Clean and lubricate compensating sheave, selector tail sheave.

5.7 Emergency Operation

- 5.7.1 Activate fireman's recall system.
- 5.7.2 Test each covered unit's emergency service.
- 5.7.3 Activate emergency hospital service system.
- 5.7.4 Test emergency power system.

5.8 Governors

- 5.8.1 Clean, lubricate, and test for free movement of all governors. Manually extend governor weights to make sure there is no restriction in motion.

5.9 Hydraulic Machines - Pumping Units

- 5.9.1 Lubricate motor bearings.

6. As directed by the state agency, the contractor must perform the following services. The contractor must perform the initial annual services within 30 days of the effective date of the contract.

6.1 Controller

- 6.1.1 Clean and check fuses and fuses holders, replace when required.
- 6.1.2 Inspect dampening motor.

6.2 Hoist Machine

- 6.2.1 Inspect brake, brake drum, and drive sheave. Remove, clean, and lubricate DC brake cores. Clean or replace brake shoes if necessary. Check pivot pins for free movement.
- 6.2.2 Change sleeve bearing oil.
- 6.2.3 Blow out machine with air pressure.
- 6.2.4 Check armature or rotor clearance.

6.3 MG Sets

- 6.3.1 Blow out machine with air pressure.
- 6.3.2 Check armature or rotor clearance.
- 6.3.3 Grease roller bearing.
- 6.3.4 Change oil in sleeve bearing.
- 6.3.5 Check MG set connections.

6.4 Car

- 6.4.1 Check car enclosure steadying device.

6.5 Hoistway

- 6.5.1 Check wear and insulation on traveling cables. Check junction box connection.
- 6.5.2 Clean hoistway, separator beams, guide rails, door guide channels, etc.

ATTACHMENT #3**PREVENTATIVE MAINTENANCE REPAIR COMPONENTS INCLUDED****ELEVATORS**

Repairs to, or replacement of, covered unit components must include, but not necessarily be limited to the following:

- 1) Brake magnet coils and stators, brake shoes and linings.
- 2) Controller, selector, and dispatching equipment.
- 3) Relays, resistors, condensers, and transformers.
- 4) Contacts, leads, dashpots, and timing devices.
- 5) Steel selector tapes, and mechanical and electrical driving equipment.
- 6) Governor, governor sheave, and shaft assembly.
- 7) Governor bearing, contacts, and governor jaws.
- 8) Governor tension and sheave assembly.
- 9) Counterweight and counter weight guide shoes, including rollers or gibs.
- 10) Hoistway door interlocks and hangers.
- 11) Car door guides, sill guide tracks, and auxiliary door closing devices.
- 12) Car door hanger, contact, and power operator.
- 13) Car guide shoes, gibs, or rollers.
- 14) Hydraulic pumps and valves.
- 15) Packing for hydraulic jacks.
- 16) Drive belts and sheaves.
- 17) Leveling devices.
- 18) Push buttons and indicator lamps.
- 19) Car lamps, light fixtures, and ventilating fans.
- 20) Repair and adjustment of motor and gearing assemblies.
- 21) Emergency light system and batteries.
- 22) Replacing Ropes

ATTACHMENT #4**EXAMPLES OF BASIC REPAIRS/SERVICES**

1. Replace car enclosure or framing, flooring, or carpeting.
2. Replace car guide rails.
3. Replace door panels on either the cab or hoistway opening.
4. Repair hoistway structure, including landing sills.
5. Repaint or decorate car enclosure or doors.
6. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the contractor or his representatives or employees, or by any other cause beyond the control of the contractor, except those made necessary by ordinary wear and tear.
7. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal, or other authorities.
8. Replace jack cylinder and/or casing or the buried oil supply lines.
9. Extend electric power supply to equipment, ahead of main switch which controls that equipment.
10. Replace mainline and auxiliary disconnect switches, fuses, and feeders serving control panels.
11. Cleaning and general housekeeping of elevator cabs.
12. Refabrication of an obsolete part, component or equipment.

ATTACHMENT #5



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)
HARRY S. TRUMAN OFFICE BUILDING
301 WEST HIGH STREET, ROOM 730
PO BOX 809
JEFFERSON CITY, MO 65102**

PHONE: (573) 751-2624 FAX: (573) 751-7277

~ ACKNOWLEDGEMENT AND ACCEPTANCE ~

On _____ (date), _____ (contractor) completed a prudent and comprehensive inspection, examination and assessment of the covered unit(s) listed below and any other condition, factor, or item that may affect or impact the performance or cost of service described and required by the contractual requirements of contract _____.

_____ (contractor); acknowledges and accepts the operating condition and performance of the covered unit(s) listed below to be in optimum working order and first class condition.

_____ (contractor); agrees to assume the maintenance on the covered units listed below as described and required by the contractual requirements of contract _____.

Covered Unit(s):

Facility Name	Location of Unit	Mfg/Type	Equip ID

_____ (Signature) _____ (Printed Name)
Contractor Authorized Representative

Date

**Office of Administration,
Division of Facilities Management, Design and Construction**

_____ (Signature) _____ (Printed Name)
OA/FMDC Authorized Representative

Date

ATTACHMENT #6

(DO NOT INCLUDE WITH BID SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)

OFFICE OF ADMINISTRATION,
DIVISION OF FACILITIES MANAGEMENT, DESIGN & CONSTRUCTION
AUTHORIZATION FOR RELEASE OF INFORMATION
CONFIDENTIALITY OATH

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, 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 Office of Administration, Division of Facilities Management, Design & Construction, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the Office of Administration, Division of Facilities Management, Design & Construction, 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, Office of Administration, Division of Facilities Management, Design & Construction, and all other persons, firms, corporations, and institutions supplying the above requested information.

I understand 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, I agree I must not at any time disclose, directly or indirectly, any information gained during the performance of the services stated herein.

Applicant’s Name (Please Print)

Date

Applicant’s Signature

Birth date

Applicant’s Social Security Number

Driver’s License Number or a State Issued ID Number

State of Issuance

Vendor Name

ATTACHMENT #7

4.10 Missouri Applicant Fingerprint Privacy Notice

The Missouri Applicant Fingerprint Privacy Notice includes three (3) sections.

- 1. The State and National Rap Back Privacy Notice
- 2. The Noncriminal Justice Applicant Privacy Rights
- 3. The Privacy Act Statement

4.11 State and Federal Rap Back Privacy Notice

Applicants submitting their fingerprint images to the Central Repository for a fingerprint based criminal record check are advised that their fingerprint images will be retained in state and federal biometrics databases, pursuant to Section 43.540 RSMo. If the submitting agency participates in the State or State and National Rap Back Programs, fingerprint images will be submitted, searched and retained for the purpose of being searched against future submissions to the State and National Rap Back programs; fingerprint searches will also include latent print searches.

The "Missouri Rap Back Program" and "National Rap Back Program" shall include any type of automatic notification made by the State Missouri and/or the Federal Bureau of Investigation through the Missouri State Highway Patrol to a qualified entity indicating that an applicant who is employed, licensed, or otherwise under the purview of the qualified entity has been arrested for a reported criminal offense and the fingerprints for that arrest were forwarded to the Central Repository or the Federal Bureau of Investigation by the arresting agency.

By signing the Missouri Applicant Fingerprint Privacy Notice you are acknowledging the receipt of and agreeing to the terms of the State and National Rap Back Privacy Notice, the Noncriminal Justice Applicant Privacy Rights, and the Privacy Act Statement.

Signature _____ Date _____

Print Name: _____

4.12 NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials making a determination of your suitability for the employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at: <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry.

Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

Written notification includes electronic notification, but excludes oral notification.

<https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement> See 28 CFR 50.12(b). See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c)

Signature

Date

Print Name: _____

Privacy Act Statement

This privacy act statement is located on the back of the FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

Signature

Date

Print Name: _____

ATTACHMENT 8

Fingerprint Requirements

All personnel of the contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such personnel. FMDC will also check with law enforcement to determine if any of the contractor's personnel has an outstanding warrant for his or her arrest. FMDC reserves the right to prohibit any personnel of the contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.

The contractor shall ensure all of the contractor's personnel submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. All personnel of the contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The contractor and the contractor's personnel must comply with the process for background checks and contractor ID badges found on FMDC's website at: <https://oa.mo.gov/facilities/facilities-operations/security-information/fmdc-contractor-id-badges>.

Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the contractor's personnel, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, the contractor's personnel fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.

As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for the personnel of the contractor whose fingerprints have been submitted for FMDC after August 28, 2018. If the contractor's employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the contractor's personnel updated criminal history records. If the contractor's employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.

Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the contractor's personnel background check directly to FMDC. FMDC may NOT release the results of a background check to the contractor or provide the contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the contractor only whether the contractor's personnel is approved to work on State property.

Each of the contractor's personnel who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The contractor's personnel may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.

The contractor shall notify FMDC if the contractor's personnel is terminated or resigns from employment with the contractor. If the contractor does not anticipate performing work on a State contract in the future, the contractor may request that FMDC remove the contractor's personnel from the Rap Back programs. However, if removed from the Rap Back programs, the contractor's personnel will be required to submit new fingerprints should the contractor be awarded another State contract.

Upon award of a contract, the contractor should contact FMDC to determine if the contractor's personnel need to provide a new background check. If a contractor's personnel has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the contractor's personnel may not need to submit another fingerprint search for a period of three (3) to six (6) years, depending upon the circumstances. The contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the contractor. The fact that an additional background check is requested by FMDC does not indicate that the contractor's personnel has a criminal record.

ATTACHMENT #9

Bid Submission Checklist

✓	TASK TO BE COMPLETED
	Completed and Signed RFQ Cover Page, if submitting a complete bid
	Completed and Signed Bid Decline, if declining to submit a complete bid
	Completed Pricing Page, Exhibit A
	Completed vendor Information, Exhibit B
	Completed Current/Prior Experience, Exhibit C
	Completed BSW Participation Commitment, Exhibit D and Exhibit E, if including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind or a sheltered workshop.
	Completed Missouri Service Disabled Veteran Business Enterprise Preference, Exhibit F, if applicable
	Completed E-Verify Documentation, Exhibit G:
	Box A, Box B or Box C, whichever is applicable
	Completed, Signed and Notarized AFFIDAVIT OF WORK AUTHORIZATION
	Copy of the E-Verify Memorandum of Understanding; Electronically signed by company and the Department of Homeland Security
	Completed and Signed Debarment Certification, Exhibit H
	Completed Miscellaneous Information, Exhibit I
	Secretary of State Business Registration
	MissouriBUYS vendor Registration
	Authorization for Release of Information (Required After Award Only)
	Applicant Fingerprint Privacy Notice (Required After Award Only)

STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
TERMS AND CONDITIONS – REQUEST FOR QUOTE

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Quote (RFQ) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** 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 OA/FMDC. The agency is also responsible for payment.
- b. **Addendum** means a written official modification to an RFQ.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid End Date and Time** and similar expressions mean the exact deadline required by the RFQ for the receipt of bids.
- f. **vendor** means the supplier, vendor, person or organization that responds to an RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- g. **Contract Specialist** means the procurement staff member of OA/FMDC. The **Contact Person** as referenced herein is usually the Contract Specialist.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **contractor** means a supplier, vendor, person or organization who is a successful vendor as a result of an RFQ and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFQ for the vendor to complete and submit with the bid prior to the specified end date and time.
- k. **Request for Quote (RFQ)** means the solicitation document issued by OA/FMDC to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the vendor with the bid prior to the specified bid end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the OA/FMDC Chapter 34 Contracts Unit.
- p. **Shall** has the same meaning as the word must.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and OA/FMDC.
- 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 RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR QUOTE DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise OA/FMDC if any language, specifications or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the contract specialist from OA/FMDC, unless the RFQ specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFQ, any questions received less than ten calendar days prior to the RFQ end date may not be answered.
- c. vendors are cautioned that the only official position of the State of Missouri is that which is issued by OA/FMDC in the RFQ or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. OA/FMDC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. OA/FMDC reserves the right to officially amend or cancel an RFQ after issuance. vendors who received e-mail notification of the bid opportunity when the RFQ was established and vendors who have responded to the RFQ prior to an addendum being issued should receive e-mail notification of the

addendum(s). vendors who received e-mail notification of the bid opportunity when the RFQ was established and vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFQ.

4. PREPARATION OF BIDS

- a. vendors **must** examine the entire RFQ carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFQ, 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 RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. 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 RFQ.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFQ, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFQ, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by OA/FMDC or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by OA/FMDC. If OA/FMDC determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFQ.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFQ 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 RFQ.
- 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 vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. vendors may submit bids electronically through the faxing as indicated on the front page of the RFQ or by delivery of a hard copy to the OA/FMDC office. Delivered bids must be sealed in an envelope or container, and received in the OA/FMDC office located at 301 West High St, Rm 730 in Jefferson City, MO no later than the end date and time specified in the RFQ. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Hard copy bids may be mailed to the OA/FMDC post office box address. However, it shall be the responsibility of the vendor to ensure their bid is in the OA/FMDC office no later than the end date and time specified in the RFQ.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official end 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 vendor may be modified prior to the official end date and time. A bid which has been delivered to the OA/FMDC office may be modified by signed, written notice which has been received by OA/FMDC prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be retracted prior to the official end date and time. A bid which has been delivered to the OA/FMDC office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by OA/FMDC prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid, the registered vendor indicates acceptance of all RFQ requirements, terms and conditions. vendors delivering a hard copy bid to OA/FMDC must sign and return the RFQ cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFQ requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are on the end date and at the opening time specified on the RFQ document. OA/FMDC will not provide prices or other bid information via the telephone.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. 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, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the contract specialist before contract award. Upon discovering an apparent clerical error, the contract specialist shall contact the vendor 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 vendor shall be subject to evaluation if deemed by OA/FMDC to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFQ and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFQ, OA/FMDC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, OA/FMDC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. OA/FMDC reserves the right to reject any and all bids.
- 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 vendor, from vendor'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 OA/FMDC to the successful vendor. OA/FMDC 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 OA/FMDC 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 end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. OA/FMDC maintains images of all bid file material for review. vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. OA/FMDC reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by OA/FMDC.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFQ and any addendums thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) OA/FMDC's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFQ 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 Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and OA/FMDC 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 OA/FMDC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
- 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 OA/FMDC, (2) be fit and sufficient for the purpose expressed in the RFQ, (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. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

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, OA/FMDC may cancel the contract. At its sole discretion, OA/FMDC 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 OA/FMDC 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, OA/FMDC will issue a notice of cancellation terminating the contract immediately. If it is determined OA/FMDC improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If OA/FMDC cancels the contract for breach, OA/FMDC 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 OA/FMDC 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 vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

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 OA/FMDC immediately.
- b. Upon learning of any such actions, OA/FMDC 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, OA/FMDC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract 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 the vendor'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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