



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

**RFQ NO.:** FMDC18-0028  
**TITLE:** Snow and Ice Removal Services  
**ISSUE DATE:** August 8, 2018

**CONTRACT SPECIALIST:** Amber Willis  
**PHONE NO.:** (573) 526-3421  
**E-MAIL:** [Amber.willis@oa.mo.gov](mailto:Amber.willis@oa.mo.gov)

**TARGET DATE AND TIME:** August 23, 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: DEPARTMENT 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 one year

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

**Verelle Peniston State School  
1530 Clay Street  
Chillicothe, MO 64601**

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 Snow/Ice Removal Services at Verelle Peniston State School, via RFQ FMDC18-0028.

If your company is interested in submitting a competitive bid to provide these services for the State of Missouri, please contact Amber Willis 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.

Amber Willis  
Office of Administration  
Facilities Management, Design & Const.  
301 West High St., Room 730  
Jefferson City, MO 65102  
Phone: (573) 526-3421  
Fax: 573-751-7277  
[Amber.willis@oa.mo.gov](mailto:Amber.willis@oa.mo.gov)

**BID DECLINE**

At this time, we decline the opportunity to submit a bid for the services/product requested in RFQ Number FMDC18-0028.

**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 Snow and Ice Removal Services as set forth herein.
- 1.1.2 A tour of the facility for providing Snow and Ice Removal Services can be scheduled by contacting Nick Kerns at (660) 530-5502 or by email at [Nick.Kern@oa.mo.gov](mailto:Nick.Kern@oa.mo.gov)
- 1.1.3 A current contract exists for the services being obtained via this RFQ. The contract number is FMDC16-0005.
  - a. Viewing the contract – A copy of the contract can be obtained by contacting the Contract Specialist as indicated on the front page of this document.
  - 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 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.

**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 the provision of Snow and Ice Removal Services for the Division of Facilities Management, Design and Construction (hereinafter referred to as the Department), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

### 2.2 Performance Requirements:

2.2.1 The contractor shall provide snow, sleet, freezing rain, and ice removal (hereinafter referred to as snow and ice removal) for the Division of Facilities Management, Design and Construction (hereinafter referred to as the state agency) at the Verelle Peniston State School 1530 Clay St., Chillicothe, MO.

2.2.2 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

2.2.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2.4 The contractor shall provide the services on an as needed, if needed basis. The state agency does not guarantee any usage of the contract whatsoever.

2.2.5 The contractor shall remove snow and ice from parking lots, driveways, sidewalks, street transitions, crosswalks, branch walks, ramps, dumpster areas, and door entrances to free vehicles, vehicle traffic-ways, and pedestrian traffic-ways from blockage, and to permit vehicle and pedestrian traffic to move freely without hazards with a priority placed on the immediate road entrances and main pedestrian building entrances.

2.2.6 The contractor shall be familiar with the layout of the walking and driving surfaces of each building.

2.2.7 Upon award of the contract, the contractor shall visit the state agency buildings to become familiar with the layout of the parking lots, driveways, and sidewalks and the designated locations to pile snow.

2.2.8 In the event the state agency requests the contractor to pile snow, the contractor must pile snow completely off parking lots, driveways, streets, and sidewalks.

2.2.9 The state agency may exclude any parking lot(s)/driveway(s) or any portion of a parking lot/driveway from a specific snow removal event.

2.2.10 Prior to any snow removal service being provided by the contractor, the contractor shall coordinate snow removal services with the designated state agency representative.

2.2.11 The contractor shall be available to provide snow removal twenty-four (24) hours a day, seven (7) days a week. The contractor shall provide the state agency with a means to communicate with the contractor (e.g. cell phone number) for the time period of November 1 through April 30 for the original contract period and any potential renewal periods.

- 2.2.12 In the event of a daytime snow or an extreme or emergency weather condition during normal business hours, the contractor shall begin removing snow no later than two (2) hours after the state agency's request. In the event a snow occurs after normal business hours, the contractor must complete the snow removal by no later than 6:00 a.m. of the next business day. However, at 6:00 a.m. of the next business day after the snow event, the contractor must ensure that all driving and pedestrian traffic areas are clear and safe.
- a. If the contractor is unable to begin providing snow removal services within two (2) hours due to weather conditions, the contractor must notify the state agency of the approximate start time.
  - b. Upon the state agency's request, the contractor must dispatch snow plows, ice melt trucks, salt trucks, and sand trucks as conditions dictate and as directed by the state agency.
- 2.2.13 The contractor shall remove snow and ice in a manner that provides maximum safety for the state agency employees and visitors. The contractor shall remove snow using methods to include, but not limited to, plowing, hand shoveling, sweeping, piling, and by applying sand, salt and ice melt compounds approved by the state agency.
- a. If requested by the state agency, the contractor shall hand shovel or sweep snow in areas not accessible by machine removal. Instances of such may include the edges of parking garages and in dumpster areas.
  - b. The contractor shall not leave excessive snow accumulations blocking vehicles.
- 2.2.14 The contractor shall apply sand, salt, potassium chloride, magnesium chloride, or ice melt compound to parking lots, driveways, steps, ramps and sidewalks as needed, or as requested by the state agency, giving special attention to hills, slopes, parking lot entrances, and driveway ramps by using extra applications of salt, ice melt compound or sand to allow vehicle and pedestrian traffic to move freely without hazard.
- a. The contractor shall only use ice melt compounds or salt on sidewalks at all buildings. The contractor shall use salt or sand on parking lots as specified by the state agency.
  - b. Using salt or ice melt compounds, the contractor shall pre-treat and post-treat driving and walking surfaces to accelerate the snow removal process.
- 2.2.15 In the event the contractor has completed an ice melt or sand application pursuant to the state agency representative's request but another application is necessary due to a refreeze, the contractor shall conduct an additional ice melt or sand application as requested by the designated state agency representative. The contractor's payment for the refreeze application shall be based on the per hour, per person price as specified on the Pricing Page for such additional application.
- 2.2.16 The contractor shall be responsible for any damage to walking or driving surfaces or other property as a result of the contractor's negligence.
- a. The contractor must not use equipment with steel tracks or other equipment which may cause immediate or later damage to the walking or driving surfaces.
  - b. The contractor shall repair any walking and driving surface and any other property damaged by negligent labor or equipment used by the contractor.
  - c. Upon request from the state agency, the contractor shall reposition any parking blocks that have been misplaced during the contractor's snow or ice removal process.
- 2.2.17 The contractor and the designated state agency representative shall mutually agree upon the amount of snow accumulation. The contractor shall agree and understand that the designated state agency representative shall make the final decision on the amount of snow accumulation without recourse.

- a. In the event the contractor has completed the snow removal services pursuant to the designated state agency representative's request but snow continues to fall, the contractor shall conduct an additional snow and ice removal if requested by the designated state agency representative.
- b. The contractor's payment for such snow and ice removal services shall be based on the total accumulation of snow during the event, rather than separate payments for the snow accumulation at the time of the individual snow removals.

2.2.18 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

### **2.3 Security Requirements:**

2.3.1 Upon arrival to the facilities and prior to beginning service, the Contractor and the Contractor's personnel shall follow the sign-in procedures specified below:

- a. If Department of Elementary and Secondary Education (DESE) facilities are provided services through this RFQ, the Contractor shall provide forty-eight (48) hours advanced notice prior to arrival to the facilities. Upon arrival to the facilities, the Contractor and the Contractor's personnel shall sign in at the main reception/front desk or with the building manager.
- b. If Office of Administration, Division of Facilities Management, Design and Construction (OA/FMDC) or Missouri State Highway Patrol (MSHP) facilities are provided services through this RFQ, the Contractor shall sign in at the main reception/front desk or with the building manager upon arrival to the facility.
- c. 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.

2.3.2 Contractor Badge: The Contractor shall obtain a Contractor Badge from each location for the Department of Corrections, the Department of Mental Health, the Missouri State Highway Patrol and from each Office of Administration, Division of Facilities Management, Design and Construction regional office. The Contractor's personnel shall wear the Contractor Badge at all times while working at each facility.

2.3.3 Security Clearance: The Contractor and the Contractor's personnel assigned to the contract must have a security clearance in order to provide service under the contract.

- a. By no later than fifteen (15) calendar days after the effective date of the contract, the Contractor shall provide the following:
  - 1) For the Contractor's personnel assigned to provide services at any Office of Administration, Division of Facilities Management, Design and Construction facility, the Contractor must obtain a security clearance from the Missouri State Highway Patrol and submit it to Office of Administration, Division of Facilities Management, Design and Construction, Attention: Missouri State ID Badge Office, Harry S Truman Building, Room 730, P.O. Box 809, Jefferson City, Missouri, 65102.
- b. 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.
- c. On the annual anniversary date that the personnel was assigned to the building, the Contractor must submit a new Highway patrol security clearance for each of the Contractor's personnel.



- d. The state agency shall have the right to deny any of the Contractor's personnel access to any facility for any reason.

## 2.4 Payment Requirements:

- 2.4.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
  - 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 state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 2.4.2 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](mailto: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
- 2.4.3 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.4.4 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 state agency may withhold payment or reject invoices under the contract.
- 2.4.5 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 2.4.6 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 2.4.7 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

**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 the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

3.1.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 3.1.4 **Contract Price** - All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- a. Prices shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the RFQ.
- 3.1.5 **Termination** - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 3.1.6 **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) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 3.1.7 **Insurance** - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.
- 3.1.8 **Subcontractors** - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

3.1.9 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.

3.1.10 No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

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 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.
- 3.1.14 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the 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.
- 3.1.15 Contractor Equipment Use:
- a. Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 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.

**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 Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

##### **4.2 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.

- a. The Vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the Vendor must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

##### **4.5 Evaluation of Cost:**

4.5.1 Determination of Lowest Priced Vendor including Consideration of Preferences – The vendor with the most points after completing the cost calculations and determining bonus points as specified below is considered the lowest vendor.

- a. The objective evaluation of cost will include the original and any potential renewal periods.
- b. Objective Evaluation of Cost for Snow and Ice Removal Services – The objective evaluation of cost for snow and ice removal services shall be based on the firm, fixed prices stated on the Pricing Pages and the following annual quantities for the original contract period and each potential renewal period:
  - The total of all per occurrence prices for all snow accumulations.
  - Five (5) hours of salt applications.
  - Five (5) hours of ice melt compound applications.
  - Five (5) hours of sand compound applications.
  - Two (2) hours of potassium chloride applications

- Two (2) hours of magnesium chloride applications
- Five (5) hours of Hand Shoveling/Sweeping Snow for one person.
- 100 pounds of salt.
- 100 pounds of ice melt compound.
- 25 pounds of potassium chloride
- 25 pounds of magnesium chloride
- One (1) ton of sand.

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



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. The cost evaluation shall include all mandatory requirements and any renewal pricing. However, the Department reserves the right to evaluate optional items, if deemed necessary.

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

<u>Lowest Responsive Vendor's Price</u>	x	100 Maximum Cost	=	Awarded Cost
Compared Vendor's Price		Evaluation Points		Evaluation Points

- 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.

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 ten (10) 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 ten 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 Alphapointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
- f. Commitment – If the 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.

#### **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.
- 4.8.2 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.

- 4.8.3 Miscellaneous Information – The Vendor should complete and submit Exhibit I, Miscellaneous Information.
- 4.8.4 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)
  - g. The Vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.
- 4.8.5 Bid Submission Checklist – The Bid Submission Checklist on Attachment 2 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**

**Snow and Ice Removal Services** – The vendor shall provide firm, fixed prices in the table below for providing snow and ice removal services in accordance with the provisions and requirements of this RFQ. All costs associated with providing the required services including, but not limited to salt and ice melt compounds shall be included in the stated prices. (c/s code 72102903).

<b>SNOW AND ICE REMOVAL SERVICES</b>							
<b>Location</b>	<b>0"-2"</b>	<b>2"-4"</b>	<b>4"-6"</b>	<b>6"-8"</b>	<b>8"-10"</b>	<b>10"-12"</b>	<b>Over 12"</b>
Verelle Peniston State School	\$ _____ <b>Line Item 001</b> <i>per occurrence</i>	\$ _____ <b>Line Item 002</b> <i>per occurrence</i>	\$ _____ <b>Line Item 003</b> <i>per occurrence</i>	\$ _____ <b>Line Item 004</b> <i>per occurrence</i>	\$ _____ <b>Line Item 005</b> <i>per occurrence</i>	\$ _____ <b>Line Item 006</b> <i>per occurrence</i>	\$ _____ <b>Line Item 007</b> <i>per occurrence</i>

**Salt, Sand, and Ice Melt Compound Application and Hand Shoveling/Sweeping Snow** - The vendor shall provide a firm, fixed price for each of the following for the application of salt, sand, and ice melt compound and for Hand Shoveling/Sweeping Snow. All cost associated with providing the salt, sand, and ice melt compound application and hand shoveling/sweeping snow services shall be included in the stated prices. (c/s code 72102903)

<b>Item #</b>	<b>Description</b>	<b>Firm, Fixed Price</b>
<b>008</b>	Application of Salt	\$ _____ <i>per hour, per person</i>
<b>009</b>	Application of Sand	\$ _____ <i>per hour, per person</i>
<b>010</b>	Application of Ice Melt Compound	\$ _____ <i>per hour, per person</i>
<b>011</b>	Application of Potassium Chloride	\$ _____ <i>per hour, per person</i>
<b>012</b>	Application of Magnesium Chloride	\$ _____ <i>per hour, per person</i>
<b>013</b>	Hand shoveling/Sweeping Snow, per person	\$ _____ <i>per hour, per person</i>

*Continued Next Page*

**Salt, Sand, Ice Melt Compound, Potassium Chloride, and Magnesium Chloride** - The vendor shall provide a firm, fixed price for each of the following in accordance with the required services specified herein. All cost associated with providing the salt, sand, ice melt compounds shall be included in the stated prices. (c/s code 72102903)

<b>Item #</b>	<b>Description</b>	<b>Firm, Fixed Price</b>
<b>014</b>	Salt	\$ _____ <i>per pound</i>
<b>015</b>	Sand	\$ _____ <i>per ton</i>
<b>016</b>	Ice Melt Compound	\$ _____ <i>per pound</i>
<b>017</b>	Potassium Chloride	\$ _____ <i>per pound</i>
<b>018</b>	Magnesium Chloride	\$ _____ <i>per pound</i>

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

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

<b><u>Potential Renewal Period</u></b>	<b><u>Maximum Increase</u></b>
First Renewal Period	Original Price + _____%
Second Renewal Period	Original Price + _____%

**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.

<b>Vendor Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
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.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
(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.)		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <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**

**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 voluntary 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 H**

**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: <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp</a> )	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**  
Current Pricing

SNOW AND ICE REMOVAL SERVICES							
Location	0"-2"	2"-4"	4"-6"	6"-8"	8"-10"	10"-12"	Over 12"
Verelle Peniston State School	\$ <u>90</u> Line Item 001 <i>per occurrence</i>	\$ <u>100</u> Line Item 002 <i>per occurrence</i>	\$ <u>120</u> Line Item 003 <i>per occurrence</i>	\$ <u>140</u> Line Item 004 <i>per occurrence</i>	\$ <u>160</u> Line Item 005 <i>per occurrence</i>	\$ <u>180</u> Line Item 006 <i>per occurrence</i>	\$ <u>200</u> Line Item 007 <i>per occurrence</i>

Item #	Description	Firm, Fixed Price
008	Application of Salt	\$ <u>30</u> <i>per hour, per person</i>
009	Application of Sand	\$ <u>30</u> <i>per hour, per person</i>
010	Application of Ice Melt Compound	\$ <u>30</u> <i>per hour, per person</i>
011	Application of Potassium Chloride	\$ <u>30</u> <i>per hour, per person</i>
012	Application of Magnesium Chloride	\$ <u>30</u> <i>per hour, per person</i>
013	Hand shoveling/Sweeping Snow, per person	\$ <u>30</u> <i>per hour, per person</i>

Item #	Description	Firm, Fixed Price
014	Salt	\$ <u>.60</u> <i>per pound</i>
015	Sand	\$ <u>.60</u> <i>per ton</i>
016	Ice Melt Compound	\$ <u>.60</u> <i>per pound</i>
017	Potassium Chloride	\$ <u>N/A</u> <i>per pound</i>
018	Magnesium Chloride	\$ <u>N/A</u> <i>per pound</i>

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + <u>10</u> %	or	Original Price - _____ %
Second Renewal Period	Original Price + <u>10</u> %	or	Original Price - _____ %

**ATTACHMENT 2**  
Bid Submission Checklist

✓	<b>TASK TO BE COMPLETED</b>
	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, including renewal pricing
	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 <b>or</b> 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

**ATTACHMENT 3**  
Map





**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 State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the 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 state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and 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.

Revised 10-19-15