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

RFQ #: JLMS170023
TITLE: Janitorial Services - Marshall
ISSUE DATE: 09/07/2016

CONTRACT SPECIALIST: Amber Willis
PHONE #: (573) 526-3421
FAX #: (573) 751-7277
E-MAIL: Amber.willis@oa.mo.gov

RETURN BID NO LATER THAN: AT 2:00 PM CENTRAL TIME

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

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

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

CONTRACT PERIOD: Effective Date of Contract through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:	STATE AGENCY'S NAME AND ADDRESS:
1547 West Commerce Drive, Marshall (Saline County), MO 65340 (Lease# 09702685)	Office of Administration Division of Facilities Management, Design & Construction 301 West High Street, Room 730 Jefferson City, MO 65102

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Quotation. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

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

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER

TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)

VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.)

___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___Other _____

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive bids for the provision of janitorial services for the state-leased building located in Marshall, MO as set forth herein.

1.1.2 This document, referred to as a Request for Quotation (RFQ), is divided into the following parts:

1) Introduction and General Information
2) Contractual Requirements
3) Bid Submission Information
4) Pricing Page
5) Exhibits A-F
6) Attachment 1-3
7) Terms and Conditions

1.2 Background Information:

1.2.1 Currently, the State of Missouri leases the following building in Marshall, MO.

a. The tenants of the building located at 1547 West Commerce Drive consist of offices and employees of the Department of Mental Health.

1) The building is approximately 15,759 total square feet.

2) There are approximately 86 full time employees, with two (2) additional trainings per month of twenty (20) or more people and ongoing annual trainings, resulting in one hundred fifty (150) additional personnel per month.

No current contract exists for this location.

b. During the past three years, acceptable pricing per square foot, per month for janitorial services at leased property has been in the average ranges shown below for the total square footage indicated.

Square Footage	**Average Range of Acceptable Price Per Square Foot, Per Month**
0 to 5,000	.143 to .156 per square foot
5,001 to 15,000	.08 to .0942 per square foot
15,001 to 25,000	.0742 to .08 per square foot
25,001 and Over	.0717 to .0725 per square foot

1.3 Tour of Building:

1.3.1 A tour of the building identified herein will be held on September 28, 2016 beginning promptly at 10:00a.m.

1.3.2 The purpose of the tour is to provide bidders with the opportunity to inspect, examine, and assess the building and to determine any existing conditions and factors of the building that may affect the performance of the services required herein.

1.3.3 A record of those bidders attending the tour will be maintained for verification purposes. The bidder shall be responsible for ensuring their attendance at the tour is documented.

1.3.4 **BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE NOR SHALL THE BIDDERS BE ALLOWED TO COMMUNICATE WITH THE TENANTS OF THE BUILDING OR THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION OTHER THAN DURING THE TOUR**.

1.3.5 All questions regarding the Request for Quote **must** be directed to Amber Willis at oa.fmdccontractsunit@oa.mo.gov or (573) 526-3421.

1.3.6 Bidders are strongly encouraged to advise Facilities Management, Design and Construction, at least five (5) days prior to the scheduled tour of the building, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

2.1.1 The contractor shall provide janitorial services for the state-leased building located in Marshall, Missouri for the Office of Administration, Division of Facilities Management, Design & Construction, (hereinafter referred to as the "*state agency"*), in accordance with the provisions and requirements specified herein.

a. The contractor shall agree and understand that the state agency may add or delete buildings located in Marshall, Missouri at any time during the term of the contract. The state agency shall provide written notification to the contractor of such additional or deleted buildings at least 30 days prior to the contractor beginning/discontinuing janitorial services at the additional/deleted building.

b. Immediately following receipt of the written notification of an additional building, the contractor shall notify the state agency if the contractor is not able to provide janitorial services for the identified building.

c. In the event more than one contractor provides janitorial services for state-leased buildings located in Marshall, Missouri, the state agency shall first notify the lowest-priced contractor of the additional building. If the lowest-priced contractor is not able to provide the required janitorial services, the state agency shall then notify the next lower priced contractor. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

d. The contractor shall begin/discontinue providing janitorial services on the date specified by the state agency.

e. The contractor shall provide janitorial services for any additional buildings in accordance with the same terms, conditions, and pricing stated herein.

2.1.2 The contractor shall provide services for those areas of the building(s) specified by the state agency.

a. The contractor shall agree and understand that the state agency may add or delete areas of the building(s) at any time during the term of the contract.

2.1.3 The contractor must perform all janitorial services as required herein in a consistent manner satisfactory to and acceptable by the state agency in order to provide a clean and sanitary environment for the building(s), the building(s)' contents, and the buildings' tenants. The contractor shall agree and understand that the buildings' tenants shall assign a contact person (hereinafter referred to as the *"lead tenant contact person*") to inspect, review, oversee, and coordinate janitorial services with the contractor.

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

2.2 Equipment and Supply Requirements:

2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.

a. The contractor must supply commercial vacuum cleaners that meet requirements of the Carpet and Rug Institutes "Green Label" Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at www.carpet-rug.org.)

b. Vacuums must be equipped with the proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters shall be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

2.2.2 Products, Supplies, and Materials (also referred to as "products") – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.

a. Environmentally Preferable - In the performance of the services required herein, the contractor should use environmentally preferable products, unless otherwise specified.

1) For the purposes of the contract, "environmentally preferable" shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.

b. Microfiber cloths must be used for cleaning all surfaces in the building, including restrooms and windows.

c. Dual bucket with wringer and microfiber mop heads, frames and handles must be used for dry and damp mopping.

1) All microfiber cloths and mops must be laundered and dried daily after use and in accordance with the manufacturer's instructions to maintain the microfiber technology.

d. The contractor must use Oxivir-Five 16 Concentrate sanitizer/disinfectant in the dilutions as stated below. The contractor shall be notified by the building administrator when the disinfecting concentrate shall be used. The contractor may purchase the Oxivir-Five 16 Concentrate from Industrial Soap Company, 722 S. Vandeventer Avenue, St. Louis, MO 63110 Phone: (800) 405-7627.

1) For Sanitizing - 1:64
2) For Disinfecting – 1:16 during an outbreak of a specific disease

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

a. Toilet tissue should be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building, and should contain a minimum 20% post-consumer recycled paper (Envision, Scott, Cascades, Green Select, or equal).

b. Paper towels should be unbleached, must be folded to fit dispensers installed in the building, and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).

c. Liquid hand soap must be a good grade containing antiseptic.

d. Plastic trash can liners should be manufactured using 30% recycled materials and of good grade.

e. Blood spill and body fluid kits shall meet OSHA standards for blood borne pathogen exposure control.

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

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

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

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

2.2.8 The contractor may request permission from Facilities Management to install product or supply dispensers. However, any product or supply dispensers to be installed shall be in accordance with state agency specifications. Any product or supply dispensers installed by the contractor shall become the property of the Landlord.

2.3 Specific Service Requirements: The contractor shall perform the janitorial tasks listed on Attachment #1 at the frequencies specified in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc. The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m. Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.

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

a. Daily Tasks shall be performed five days per week, Monday through Friday.

b. Weekly Tasks shall be performed one time per week.

c. Monthly Tasks shall be performed one (1) time per month, within the first ten (10) consecutive work days of each month.

d. Semi-Annual Tasks shall be performed every six (6) months as agreed upon between the lead tenant contact person and the contractor. However, depending on the effective date of the contract and the condition of the building(s), the state agency may waive the requirement.

e. Annual Tasks shall be performed one (1) time per year, within the first ninety (90) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building(s), the state agency may waive the requirement for the first six months of the original contract period only.

1) The contractor must notify the lead tenant contact person at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall resolve problem areas as requested by the lead tenant contact person.

2.3.2 The contractor shall address any and all related and conditional miscellaneous janitorial cleaning duties which may arise as a result of accidental spilling of any office materials or supplies.

2.3.3 The contractor shall report any and all damage found to the lead tenant contact person.

2.4 Supplemental Service Requirements: The contractor shall perform any of the supplemental services listed on Attachment #2 at the request of state agency building tenant(s) that occupy the building(s). The decision as to when a supplemental service is required shall rest solely with the state agency building tenant.

2.4.1 The state agency building tenant may obtain supplemental services from an outside company under any of the following conditions:

a. The contractor cannot provide the needed supplemental service due to unavailability, improper equipment, insufficient personnel, or any other factor that may affect performance of completing the supplemental task, as determined by the state agency building tenant.

2.4.2 If the contractor can provide the needed supplemental task, the state agency building tenant must document the reasons for obtaining the supplemental services from an outside company.

2.5 Personnel Requirements:

2.5.1 Working Supervisor - The contractor shall provide a Working Supervisor who shall be considered part of the "Team cleaning" crew, located on-site. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity. At a minimum, the contractor's Working Supervisor shall:

a. Must be on-site a minimum of twenty-percent (20%) of the scheduled cleaning time per day.

b. Supervise all the contractor's personnel providing janitorial services.

c. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.

d. Train and assign duties for the contractor's personnel as necessary.

e. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building(s), and the general public.

f. Complete the Cleaning Checklist (Attachment #1) at the completion of each cleaning task. The contractor shall provide the cleaning checklist with invoices and store in a location easily accessible to the state agency to review.

g. Ensure that the reports are submitted as required and as needed.

h. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.

i. Meet with the building tenants, according to a schedule approved by the state agency and the building tenants, to discuss janitorial issues.

j. Smoking shall not be permitted anywhere on the premises.

2.5.2 The state agency reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The state agency also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

2.5.3 The contractor shall supervise all the contractor's personnel and the services provided by such personnel as required to satisfactorily perform the requirements of the contract.

2.5.4 The contractor, or the contractor's personnel designated as a representative of the contractor (hereinafter referred to as the "*contractor contact person*"), must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the state agency and the lead tenant contact person regarding the janitorial services.

a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.

b. By no later than ten (10) days after the award of the contract, the contractor shall provide the state agency and lead tenant contact person with the name, address, and telephone number for the contractor contact person.

2.5.5 If requested by the state agency or the lead tenant contact person, the contractor contact person shall accompany the state agency or the lead tenant contact person in a walk-through of the building(s). During the walk-through, the state agency or the lead tenant contact person shall provide specific instructions and directions to the contractor contact person regarding the required janitorial services and the state agency's or the lead tenant contact person's expectations. If requested, such walk-through will typically occur within fourteen (14) calendar days of the effective date of the contract. Additionally, the contractor contact person shall accompany the state agency or the lead tenant contact person on a walk-through of the building(s) at any other time during the term of contract as specified by the state agency or the lead tenant contact person. Such additional walk-through will typically be requested to address substandard, deficient, or incomplete services being provided by the contractor.

2.5.6 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's personnel are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.

2.5.7 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.

2.5.8 The contractor's employees shall be neat and clean in appearance and shall wear a clearly visible identification badge.

a. It is the contractor's responsibility to obtain such identification and maintain the badge in good repair.
b. The badge shall have the employee's name, photograph, and company name on the face of the badge.
c. The badge must be displayed in an easily discernible manner on the front of the shirt or smock at all times while the employee is on the premises.
d. Such badges will be provided by the contractor, and no employee will be allowed to work in a facility without such a badge.
e. The contractor shall be in non-compliance of the contract and the state agency will deduct $25.00 from the monthly invoice if a contract employee is observed working in the facility without an ID tag.
f. Prior to the employee reporting to the building for the first time, the contractor shall submit a clear photocopy of all employee badges to the Office of Administration, Division of Facilities Management, Design and Construction at: oa.fmdccontractsunit@oa.mo.gov prior to the employee reporting to the building for the first time.

2.5.9 The contractor and/or the contractor's personnel must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency.

2.5.10 The contractor and/or the contractor's personnel must complete the Cleaning Checklist (Attachment #1) at the completion of each cleaning task. The contractor shall provide the cleaning checklist with invoices and store in a location easily accessible to the state agency to review.

2.5.11 The contractor's personnel shall not loiter in the building nor smoke anywhere in the building, including any interior loading dock area.

2.5.12 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones and/or equipment in the building.

2.6 Security Requirements:

2.6.1 The contractor shall prevent all unauthorized persons from entering the building and shall keep the building locked while the contractor and the contractor's personnel are on the premises.

2.6.2 When the contractor and/or the contractor's personnel leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to state agency instructions in order to protect the security of the building.

2.6.3 The contractor shall be issued keys and access cards, if needed, to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys or access cards. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the State of Missouri shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.

a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the lead tenant contact person within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.

b. In the event the contractor or each of the contractor's personnel assigned to perform services; requires a replacement of an access card due to loss or damage, the contractor must notify the state agency within one (1) working day from the date the need is discovered. The contractor shall pay the state agency approximately $3.50 for each replacement access card beyond the first initial issued access card.

c. At the expiration/termination/cancellation of the contract, the contractor must surrender all the keys and access cards issued to the contractor by the lead tenant contact person. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants. Any non-returned access cards shall be deactivated immediately.

2.6.4 The contractor and each of the contractor's personnel assigned to the contract must have a Phase One and Phase Two security clearance approved by the state agency in order to provide service under the contract.

a. **By no later than twenty (20) days after notification of award, or prior to the beginning date of the contract, whichever is earlier, and prior to assignment of any new person to provide services under the contract, the contractor shall submit the required documents to: oa.fmdccontractsunit@oa.mo.gov**

1) **Phase One**: A completed Authorization for Release of Information/Confidentiality Oath Form (Attachment #3) individually signed by the contractor and each person assigned to the building(s) including personnel assigned to perform tasks that occur on a less frequent basis (e.g. stripping and refinishing hard surface floors, deep cleaning of carpets). In addition, the contractor must list all of the buildings each person is assigned.

2) **Phase Two**: A completed fingerprint-based record's check for open records check from the Missouri State Highway Patrol for each person assigned to the building(s).

- ✓ All individuals who are assigned to the building(s) must obtain fingerprints from a local law enforcement agency.
- ✓ For further information on how to obtain a fingerprint-based criminal records check, go to the Missouri State Highway Patrol's website at:

http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html and click on the "Informational Page" link.

b. The state agency and/or lead tenant contact person shall have the right to deny access to the building or to request replacement of any of the contractor's personnel for any reason. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

2.6.5 The contractor shall submit a written notification of removal of personnel from the contractor's personnel listing and changes in building assignments for personnel. The contractor shall submit the written notification by email to: oa.fmdccontractsunit@oa.mo.gov.

2.6.6 The NOTICE AWARD and optional renewal periods will be expressly contingent upon your submission of the required fingerprint security clearances and Release of the Information/Confidentiality Oath (Attachment #3) submitted within the above referenced timeframe. Failure to submit these documents on time may result in the withdrawal of the award.

2.7 Reporting Requirements:

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

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

2.8 Payment and Invoicing Requirements:

2.8.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov. The contractor must comply with all other invoicing requirements stated in the RFQ.

2.8.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

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

Office of Administration
Division of Facilities Management, Design & Construction
Lease No. #: 09702685
301 W. High St., Rm. 730
P.O. Box 809
Jefferson City, MO 65101

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

2.8.5 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.

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

2.9 Contractual Compliance and Liquidated Damages:

2.9.1 The contractor shall understand and agree that the contractor's failure to tour the building(s) prior to the submission of the awarded bid to the Division of Facilities Management, Design and Construction shall not relieve the contractor of the performance of the provisions and requirements specified herein.

2.9.2 Contract Monitoring - The contractor shall agree and understand that the cleanliness, safety, security, and sanitary conditions of the building(s) are of utmost concern to the state agency. Therefore, the state agency and/or lead tenant contact person shall monitor the building(s) on an ongoing basis and shall occasionally inspect the building(s) throughout the effective period of the contract to ensure the cleanliness, safety, security, and sanitary conditions of the building(s) and the contractor's compliance with the terms and conditions of the contract.

a. Minor Infractions - If at any time during the effective period of the contract, the state agency and/or lead tenant contact person has concerns related to the performance of services by the contractor or the contractor's personnel, or the contractor's performance does not meet the requirements stated herein, or the contractor's services are not to the satisfaction of the state agency or are otherwise substandard, deficient, or incomplete, the state agency and/or lead tenant contact person shall provide written notification to the contractor of such substandard, deficient, or incomplete services. The contractor shall agree and understand that if such substandard, deficient, or incomplete services do not jeopardize the overall cleanliness, safety, security, and sanitary conditions of the building(s), as determined by the state agency, such substandard, deficient, or incomplete services shall be considered a minor infraction of the terms and conditions of the contract. Within 24 hours following such written notification, the contractor shall provide a written response to the state agency and/or lead tenant contact person addressing the contractor's approach to resolving the substandard, deficient, or incomplete services and the contractor's approach to ensure that such substandard, deficient, or incomplete services do not continue. The contractor must correct the problem within a reasonable period of time, as determined by the state agency, following the state agency and/or lead tenant contact person's written notification.

b. The contractor shall agree and understand that if the contractor continues to provide substandard, deficient, or incomplete services, despite the notifications provided to the contractor by the state agency and/or lead tenant contact person, the State of Missouri shall consider such substandard, deficient, or incomplete services to be a significant infraction of the terms and conditions of the contract, as described below, rather than a minor infraction.

c. Significant Infractions -

1) In the event the state agency and/or lead tenant contact person has concerns related to the overall cleanliness, safety, security, and/or sanitary conditions of the building(s) as a result of substandard, deficient, or incomplete services provided by the contractor, the Division of Facilities Management, Design and Construction shall consider these substandard, deficient, or incomplete services as a

significant infraction of the terms and conditions of the contract and shall notify the contractor of the substandard, deficient, or incomplete services. Among other substandard, deficient, or incomplete services, the state agency considers the contractor's (1) failure to maintain up-to-date and accurate security clearances on all contractor personnel assigned to the building(s) including the *Authorization of Release of Information and Confidentiality Oath* and the national fingerprint-based record's check, (2) failure to clean and disinfect the restrooms in the building(s), (3) failure to maintain the security of the building(s), (4) failure of the contractor's personnel to show-up to provide the required services, and (5) failure of the contractor contact person to participate in the walk-through when requested by the state agency as a significant infraction of the terms and conditions of the contract. The Division of Facilities Management, Design and Construction shall provide the contractor with the opportunity to cure the contractual breach issue, if appropriate.

2) The contractor shall respond to the Division of Facilities Management, Design and Construction's notification and shall address the contractor's approach to resolving the substandard, deficient, or incomplete services and the contractor's approach to ensure that such substandard, deficient, or incomplete services do not continue.

3) If the contractor fails to resolve the breach issue or if the contractor continues to provide substandard, deficient, or incomplete services, the Division of Facilities Management, Design and Construction may cancel the contract, as described in the Cancellation of Contract provisions included within the attached Terms and Conditions. Additionally, the contractor may be subject to other remedies available to the State of Missouri, including the assessment of liquidated damages, as described below.

4) However, the contractor shall agree and understand that due to the seriousness of the substandard, deficient, or incomplete services, the Division of Facilities Management, Design and Construction shall have the right to cancel the contract immediately without providing the contractor the opportunity to remedy the breach.

d. The contractor shall understand and agree that the State of Missouri shall be the final judge as to what constitutes a substandard, deficient, or incomplete service, and the determination as to what constitutes a minor infraction and a significant infraction, and other performance concern as stated herein. Any such determination by the State of Missouri shall be final and without recourse.

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

a. For each incident in which the contractor fails to perform any Monthly or Quarterly tasks required herein, or performs a Monthly or Quarterly task in a substandard, deficient, or incomplete manner as determined by the state agency, the state agency shall have the right to assess liquidated damages in the amount of $400 for a building with between 5,000 and 10,000 cleanable square feet; and $550 for a building in excess of 10,000 cleanable square feet. The state agency may assess liquidated damages for each day the task was required to be performed until the task is performed and approved.

b. The state agency shall have the right to assess liquidated damages in the amount of $50.00 for each written notification of a minor infraction sent to the contractor. Additionally, the state agency shall have the right to assess liquidated damages in the amount of $100.00 for each written notification of a significant infraction sent to the contractor from the Division of Facilities Management, Design and Construction.

c. In the event the contractor fails to respond to the state agency, lead tenant contact person, or the Division of Facilities Management, Design and Construction's notification of substandard, deficient, or incomplete services or in the event the contractor fails to correct the problem within a reasonable period of time, the

contractor shall be assessed liquidated damages in accordance with one or more of the following calculations:

1) If the state agency hires an outside/private company to correct the substandard, deficient, or incomplete service, the contractor shall be responsible for the total cost charged by such company to perform the service.

2) If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, or incomplete service, the contractor shall be responsible for the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who performed the service and shall include material costs, etc.

3) For each day the contractor fails to respond to the state agency, the lead tenant contact person, or the Division of Facilities Management, Design and Construction's notification of substandard, deficient, or incomplete service, the state agency may assess liquidated damages in the amount of $10.00 per day until a response is received.

d. For each day that a required report, document, or notification is late, the state agency may assess liquidated damages in the amount of $10.00 per day until such report, document, or notification is received. Such liquidated damages shall apply to each of the following:

1) Security Clearance documentation
2) Task Schedule Notice
3) Daily Log
4) Cleaning Checklist (Attachment #1)
5) Material Safety Data Sheets

e. In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building(s) through negligence or other inappropriate actions of the contractor or the contractor's personnel while working on the building's premises, the contractor shall pay damages to the state agency in the actual amount of such loss.

f. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

g. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

h. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.10 Other Contractual Requirements:

2.10.1 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 Division of Facilities Management, Design and Construction'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 state agency.

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

c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Facilities Management, Design and Construction prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.10.2 Contract Period - The original contract period shall be as stated on 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 Division of Facilities Management, Design and Construction shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Facilities Management, Design and Construction exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Facilities Management, Design and Construction, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

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

2.10.4 Termination - The Division of Facilities Management, Design and Construction reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.10.5 Transition:

a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. Such assistance shall include completion of all Daily Requirements on the last effective day of the contract including restocking of all dispensers to normal limits.

2.10.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the

obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

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

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.

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

2.10.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

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

1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor’s employees are lawfully present in the United States.

2.10.9 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded bid.

a. The contractor shall prepare and submit to the Division of Facilities Management, Design and Construction a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Facilities Management, Design and Construction.

b. The Division of Facilities Management, Design and Construction will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. The Division of Facilities Management, Design and Construction in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Facilities Management, Design and Construction 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 certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.

1) The contractor must obtain the written approval of the Division of Facilities Management, Design and Construction for any new entities. This approval shall not be arbitrarily withheld.

2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Facilities Management, Design and Construction detailing all efforts made to secure a replacement. The Division of Facilities Management, Design and Construction 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.

d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Facilities Management, Design and Construction. 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 Division of Purchasing's website at http://content.oa.mo.gov/sites/default/files/bswaffidavit.doc or another affidavit providing the same information.

2.10.10 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the bid must be with individual(s) of equal or better qualifications than originally proposed.

2.10.11 Authorized Personnel:

a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

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

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

2.10.12 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 an agency 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.

2.10.13 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Facilities Management, Design and Construction throughout the effective period of the contract.

2.10.14 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.10.15 Confidentiality:

a. In the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's personnel must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.

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

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

2.10.16 Contractor Equipment Use:

a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

1) Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.11 Business Associate Provisions:

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

a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

"Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

"Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

"Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

"Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

"Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

"HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

"Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

"Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

"Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

"Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

2.11.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

2.11.3 Obligations and Activities of the Contractor:

a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

3) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and

availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

e. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action

taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

2) The electronic address of any individual who has specified a preference of contact by electronic mail;

3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

2.11.4 Obligations of the State Agency:

a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

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

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

2.12.1 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

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

3.1.2 The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the bid. The bidder's failure to include completed Exhibits, forms, and other requested or required information with the bid, including Pricing and Renewal information, may adversely affect the bid.

3.1.3 Questions Regarding the RFQ - The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQ, the evaluation, etc., to the contract specialist indicated on the first page of this RFQ.

a. The contract specialist may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-751-7277.

b. Bidders are advised that any questions received less than ten calendar days prior to the RFQ opening date may not be addressed.

c. Except as stated below, the bidder and the bidder's agents may not contact any other state employee regarding the RFQ, the evaluation, etc., during the solicitation and evaluation process.

1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

2) The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3) Bidders and their agents who have questions regarding this matter should contact the contract specialist.

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

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

a. Objective Evaluation of Cost – The objective evaluation of cost shall be based on the firm, fixed per square foot, per month prices stated on the Pricing Page for the original contract period and each potential renewal period for Janitorial Services for each building and the total square footage amount listed below, plus the total of supplemental service at one (1) annual occurrence for each of the quantities listed below.

- ✓ 1547 West Commerce Drive 15,759 square feet

b. Supplemental Services - The total annual cost and each potential renewal period total cost, shall be determined using the prices stated on the Pricing Page for Supplemental Services and the annual quantities listed below:

- ✓ Interior window cleaning of five (5) linear feet of interior windows or other glass surface
- ✓ Exterior window cleaning of five (5) linear feet of exterior glass surface.
- ✓ Hard Floor Cleaning - Stripping and refinishing of 50 square feet of hard flooring
- ✓ Deep carpet cleaning and water extraction services of 50 square feet of carpet

- ✓ Brush and spot cleaning of one (1) piece of fabric furniture
- ✓ Clean and vacuum one (1) cloth cubicle partition
- ✓ One-time construction clean-up of 250 square feet
- ✓ On-going construction clean-up of 250 square feet
- ✓ Final clean up of 250 square feet
- ✓ One (1) case of paper towel rolls for use in kitchenette, galley, or break rooms
- ✓ One (1) case of tri-fold paper towel for use in kitchenette, galley, or break rooms
- ✓ Two (2) hours of additional personnel

1) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

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

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

a. In order to qualify for the ten bonus points, the bidder must meet the following conditions and provide the following evidence:

1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to employ an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

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

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

- ✓ Participation Commitment - The bidder must complete Exhibit A, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.

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

b. A list of Missouri sheltered workshops can be found at the following internet address: http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html.

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
http://www.lhbindustries.com and http://www.alphapointe.org

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

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

a. Responsibility and Reliability in Experiences:

1) The bidder should complete Exhibit C with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this RFQ.

2) If references for current and/or previous contracts are not identified in the bid, the Division of Facilities Management, Design and Construction may request that the bidder identify one or more references. The Division of Facilities Management, Design and Construction must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

3.3 Miscellaneous Submittal Information:

3.3.1 Missouri Service-Disabled Veteran Business Preference - Any bidder eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit E, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.

3.3.2 Affidavit of Work Authorization and Documentation - Pursuant to 285.530 RSMo, if the bidder meets the RSMo 285.525 definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete and submit applicable portions of Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization with the bid. The applicable portions of Exhibit F must be submitted prior to an award of a contract.

3.3.3 The bidder should complete and submit Exhibit D, Miscellaneous Information.

3.3.4 Attachment #3 is required after contract award and is not needed with the bid submission.

3.3.5 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Facilities Management, Design and Construction. The compliance to conduct business in the state shall include but not necessarily be limited to:

a. Registration of business name (if applicable)

b. Certificate of authority to transact business/certificate of good standing (if applicable)

c. Taxes (e.g., city/county/state/federal)

d. State and local certifications (e.g., professions/occupations/activities)

e. Licenses and permits (e.g., city/county license, sales permits)

f. Insurance (e.g., worker's compensation/unemployment compensation)

3.4 Contract Award:

3.4.1 Determination of Responsiveness – Any bid which does not comply with the mandatory requirements of the RFQ will be determined to be non-responsive and will not be considered for an award.

3.4.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive bidder.

a. The State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the bidder or any subcontractor(s) proposed to provide the janitorial services within the past three (3) years, **or** (2) inability of the bidder to document performance of janitorial services within the past three years which are similar to the services required herein, particularly provided in a similar sized office building for a period of not less than twelve consecutive months. In addition, the State of Missouri reserves the right to reject a bid from one or more evaluations if the bidder has not had concurrent experience providing janitorial services for the number of buildings proposed and/or experience providing janitorial services for the total of the square footage of the buildings proposed.

b. If the lowest responsive bidder is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive bidder.

3.4.3 Determination of Award - The contract will be awarded to the lowest, responsive, and responsible and reliable bidder determined as specified herein.

4. PRICING PAGE

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

Line Item Number	**Description** c/s code: 91039	**Original Contract Period Firm, Fixed Price**	**First Renewal Period Maximum Price**	**Second Renewal Period Maximum Price**
001	Janitorial Services	$_____ per square foot, per month	$_____ per square foot, per month	$_____ per square foot, per month

4.2 **Supplemental Service:** The bidder shall state a firm, fixed price for the original contract period and a maximum price for each potential renewal period for each of the following Supplemental Services provided in accordance with the provisions and requirements specified herein. In the event the bidder does not provide pricing on one or more of the line items below for supplemental services, it shall be interpreted and enforced as no charge ($0) to the State of Missouri. **All costs associated with providing the Supplemental Services shall be included in the stated prices**.

Line Item	Description C/S Code: 91039	**Original Contract Period Firm, Fixed Price**	**First Renewal Period Maximum Price**	**Second Renewal Period Maximum Price**
002	Interior Window Cleaning and Other Interior Glass Surfaces	$_____ per linear foot	$_____ per linear foot	$_____ per linear foot
003	Exterior Window Cleaning	$_____ per linear foot	$_____ per linear foot	$_____ per linear foot
004	Hard Floor Cleaning - Stripping and Refinishing of Hard Flooring	$_____ per square foot	$_____ per square foot	$_____ per square foot
005	Deep Carpet Cleaning and Water Extraction Services	$_____ per square foot	$_____ per square foot	$_____ per square foot
006	Brushing and Spot Cleaning of Fabric Furniture	$_____ per piece	$_____ per piece	$_____ per piece
007	Cleaning and Vacuuming of Cloth Cubicle Partitions	$_____ per partition	$_____ per partition	$_____ per partition
008	One time Construction Clean-up	$_____ per square foot	$_____ per square foot	$_____ per square foot
009	Ongoing Construction Clean-up	$_____ per square foot	$_____ per square foot	$_____ per square foot
010	Final Clean-Up	$_____ per square foot	$_____ per square foot	$_____ per square foot
011	Additional Paper Towel Rolls	$_____ per case (minimum of 6 rolls per case)	$_____ per case (minimum of 6 rolls per case)	$_____ per case (minimum of 6 rolls per case)
012	Additional Tri-Fold Paper Towels	$_____ per case (minimum of 6 rolls per case)	$_____ per case (minimum of 6 rolls per case)	$_____ per case (minimum of 6 rolls per case)
013	Additional Personnel	$_____ Per Hour, Per Person	$_____ Per Hour, Per Person	$_____ Per Hour, Per Person

EXHIBIT A

PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	**Committed Participation** ($ amount or % of total value of contract)	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop**
1.		
2.		
3.		

EXHIBIT B

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form for Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization _____

Contact Name:	_____	Email:	_____
Address:	_____	Phone #:	_____
City:	_____	Fax #:	_____
State/Zip:	_____	Certification #	_____
		(or attach copy of certification)	

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

_____

_____

_____

_____

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

_____ % of Total Value of Contract

or

_____ Total Dollar Amount

Authorized Signature:

_____ _____

Authorized Signature of Participating Organization *Date*

EXHIBIT C

PRIOR EXPERIENCE OF BIDDER

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

Bidder Name:	
Reference Information (Current/Prior Services Performed For:)	
Name and Address of Reference Company:	
Reference Contact Person:	Name: _____ Phone Number: _____ Email Address: _____
Dates of Service:	
Dollar Value of Services	
Square Footage of the Building	Total Square Feet: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors:
Description of Prior Services Performed, Including an Indication as to Whether Carpet Cleaning was Performed and the Square Footage of the Carpeted Area	Carpet Cleaning Provided: _____ Yes _____ No. If yes, indicate the square footage of carpeted area: _____

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

_____ _____

Signature of Reference Contact Person *Date of Signature*

EXHIBIT D
MISCELLANEOUS INFORMATION

Outside United States

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

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

Employee Bidding/Conflict of Interest

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

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

EXHIBIT E

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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

Definitions:

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

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

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

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

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

b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)
By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information	Business Information
_____	_____
Service-Disabled Veteran's Name, (Please Print)	Service-Disabled Veteran Business Name
	_____
	_____
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service-Disabled Veteran Business

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

BUSINESS ENTITY CERTIFICATION:

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

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has already submitted documentation with a notarized date on or after **September 1, 2009**, to a Missouri state agency including Division of Purchasing.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ❒ I am a self-employed individual with no employees; **OR**
- ❒ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ Office of Administration, Division of Facilities Management, Design and Construction with all documentation required in Box B of this exhibit.

_____	_____
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
_____	_____
Company Name (if applicable)	Date

EXHIBIT F, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

_____	_____
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
_____	_____
Business Entity Name	Date
_____	
E-Mail Address	

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

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

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

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

EXHIBIT F, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

_____ _____
Authorized Representative's Signature Printed Name

_____ _____
Title Date

_____
E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

_____ _____
Signature of Notary Date

EXHIBIT F, continued

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

Date of Previous E-Verify Documentation Submission:_____

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

_____	_____
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
_____	_____
E-Verify MOU Company ID Number	E-Mail Address
_____	_____
Business Entity Name	Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

_____	_____
Buyer	Date

ATTACHMENT #1
Cleaning Checklist

Daily Requirements
Empty all wastebaskets and deposit the trash into appropriate waste disposal containers. Replace plastic l as needed.
Clean all kitchen and break rooms including washing and disinfecting all hard surfaces. Clean and disinfect sinks.
Clean and disinfect drinking fountains.
Clean toilet bowls and seats, urinals, hand basins, counter tops, and the walls around these fixtures.
Clean all mirrors, bright work, chrome pipes, and fittings.
Thoroughly sweep all hard surface floors to give a clean appearance.
Wet mop all break room and restroom floors using a disinfectant.
Clean restroom stall partitions, doors, door frames, and push plates (all sides). Dust or wipe all horizontal surfaces.
Empty and clean (inside and out) all restroom, break room, coffee bar, and lobby trash containers and disposals; change liners daily. Replace all sanitary napkin receptacle liners.
Restock restroom dispensers to normal limits (soap, toilet tissue, paper towels).
Wash all conference and break room tables as needed.
Sift sand and remove cigarette butts from all smoking receptacles outside the building(s). Replace sand when it becomes discolored.
Remove full recycle bins to designated pick-up areas and replace with empty recycle bins, if applicable.
Clean janitorial closets after completion of the daily tasks and before exiting the building(s).
Clean examination room including washing and disinfecting all hard surfaces. Clean and disinfect sinks. **DO NOT CLEAN MEDICAL EQUIPMENT**
Weekly Requirements
Thoroughly wash, clean, and disinfect all wastebaskets, as needed.
Thoroughly vacuum all carpet, including all entrance and exit rugs/mats. As stains appear, spot clean the carpet.
Thoroughly wet mop all hard surface floors as needed to give a clean and satisfactory appearance.
When necessary, replace contractor-provided rugs/mats.
Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.
Remove all trash and debris from the outside perimeter of the building(s), including parking lot(s). Sweep sidewalks ten feet (10') from all entrances/exits.
Pour five (5) gallons of water down each floor drain.
Monthly Requirements
Damp mop and then high speed buff or burnish all finished floors.
Dust all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, hand rails, cubicle partition tops and bases, etc.
Clean and disinfect all walls, baseboards, doors, frames, partition surfaces, light switches when required, light fixtures as needed, to remove insects, dirt, etc. in and on the fixtures, and remove cobwebs from all ceilings, door, and corners within the building(s).
Clean the tops, fronts, and sides of all vending machines.
Clean/dust all venetian mini-blinds.
Clean/vacuum all vents and air diffusers (supply and return).
Quarterly Requirements (ADD FOR DESE SCHOOLS)
Deep clean all carpet via wet extraction method
Semi-Annual Requirements
Thoroughly machine scrub all finished floor areas removing all scuffs and black marks. Apply two (2) coats of skid-proof wax floor finish to all finished floors as directed by the state agency.
Annual Requirements
Strip and refinish all finished floors. Apply five (5) coats of skid proof wax.
Deep clean all carpet via wet extraction method.(REMOVE IF FOR DESE SCHOOLS)

ATTACHMENT #2

Supplemental Services

Description
Interior Windows and Other Interior Glass Surfaces – The contractor shall clean interior windows and other interior glass surfaces as directed by the state agency building tenant.
Exterior Windows – The contractor shall thoroughly wash all exterior windows, including frames and mullions, as directed by the state agency building tenant to maintain a satisfactory appearance.
Hard Surface Floors – The contractor shall strip and refinish all hard surface floors with five (5) coats of skid-proof wax as directed by the state agency building tenant.
Deep Carpet Cleaning and Water Extraction Services – The contractor shall perform deep carpet cleaning or water extraction services as directed by the state agency building tenant. Such deep carpet cleaning services shall be in addition to the carpet cleaning required elsewhere herein
Fabric Furniture – The contractor shall brush and spot clean fabric furniture as directed by the state agency building tenant.
Cubicle Partitions – The contractor shall clean/vacuum cloth cubicle partitions, including bases and tops as directed by the state agency building tenant.
Construction Clean-up – Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by the state agency building tenant.
Final Clean-up – In the event that leased space is being vacated or a lease is being terminated by the state agency, the contractor shall provide a onetime final cleaning after all the furniture, partition walls, vending machines, surplus property etc. have been removed from the building. The final clean-up shall include spot cleaning of carpets and may require stripping and waxing of hard surface floors as directed by the state agency building tenant.
Additional Paper Towels or Napkins – The contractor shall, at the request of the state agency building tenant, provide and stock paper towels or napkins not previously required herein for use in areas available exclusively to state agency building tenants. The contractor shall be accompanied by a tenant agency employee while stocking any additional paper towels or napkins. The additional paper towels shall be of the same quality and specifications as required herein.
Additional Personnel - The contractor shall provide janitorial personnel on an as needed, if needed basis as requested by the state agency.

ATTACHMENT #3

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

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

For Missouri Lottery From Lottery file folder – Replace this attachment with "Employee-Vendor Info Form"

Insert ATT 4 "shp-984"

Insert ATT 5 "NCJ Applicant Privacy Rights"

Remember to change the number of attachments on Page 2 of the bid to reflect these changes.

TO WHOM IT MAY CONCE

I hereby authorize and requ ration, Division of Facilities Management, Design & Cons ut not limited to, originals or copies of any records, docume

I understand that the Office of & Construction, may conduct and/or review a background ir ity to perform services for the Office of Administration, Divi that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, and all other persons, firms, corporations, and institutions supplying the above requested information.

I understand in the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, I agree I must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.

_____	_____
Applicant's Name (Please Print)	Date
_____	_____
Applicant's Signature	Birth date
_____	_____
Applicant's Social Security Number	Driver's License Number or a State Issued ID Number

STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

TERMS AND CONDITIONS – REQUEST FOR QUOTATION

1. TERMINOLOGY/DEFINITIONS

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

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Facilities Management, Design and Construction (DFMDC)**. The agency is also responsible for payment.
b. **Amendment** means a written, official modification to a RFQ or to a contract.
c. **Attachment** applies to all forms which are included with a RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the RFQ for the receipt of bids.
e. **Bidder** means the person or organization that responds to a RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
f. **Contact Person** as referenced herein is usually the Coordinator.
g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
h. **Contractor** means a person or organization who is a successful bidder as a result of a RFQ and who enters into a contract.
i. **Exhibit** applies to forms which are included with a RFQ for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
j. **May** means that a certain feature, component, or action is permissible, but not required.
k. **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.
l. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The
pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
m. **Request for Quotation (RFQ)** means the solicitation document issued by the DFMDC to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DFMDC.
o. **Shall** has the same meaning as the word must.
p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DFMDC.
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 QUOTATION DOCUMENT

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DFMDC if any language, specifications or requirements of a 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 bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the coordinator from the DFMDC, unless the RFQ specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than ten calendar days prior to the RFQ opening date may not be answered.
c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DFMDC in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
d. The DFMDC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
e. The RFQ is available for viewing and downloading on the state's website.
f. The DMDC reserves the right to officially amend or cancel a RFQ after issuance.

4. PREPARATION OF BIDS

a. Bidders **must** examine the entire RFQ carefully. Failure to do so shall be at bidder'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 bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.
e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of a RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DFMDC and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFQ. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the RFQ which is affected by this paragraph.
f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the 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 bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

a. Bidders may submit bids hard copy delivered to the DFMDC office or via fax. Bids must be received in the DFMDC office located at 301 West High St, Rm 730 in Jefferson City, MO no later than the exact opening time and date specified in the RFQ. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Hard copy bids may be mailed to the DFMDC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DFMDC office (address listed above) no later than the exact opening time and date 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 opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
c. A bid which has been delivered to the DFMDC office, may be modified by signed, written notice which has been received by the DFMDC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
d. A bid which has been delivered to the DFMDC office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DFMDC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid may not be honored.
e. Bidders delivering a hard copy bid to DFMDC must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
f. Faxed bids shall be accepted.
g. Faxed and e-mail no-bid notifications shall also be accepted.

6. BID OPENING

a. Bid openings are public on the opening date and at the opening time specified on the RFQ document.
b. Bids which are not received in the DFMDC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

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

8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the coordinator shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DFMDC to be in the best interest of the State of Missouri.
c. Pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.

e. In the event all bidders fail to meet the same mandatory requirement in a RFQ, DFMDC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DFMDC reserves the right to waive any minor irregularity or technicality found in any individual bid.
f. The DFMDC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DFMDC may negotiate for the required supplies.
g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
i. Any award of a contract shall be made by notification from the DFMDC to the successful bidder. The DFMDC 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 DFMDC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
k. The DFMDC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
l. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
m. The final determination of contract award(s) shall be made by DFMDC.

9. CONTRACT/PURCHASE ORDER

a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the 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 amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4)DFMDC'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.
c. A notice of award issued by the State of Missouri constitute an authorization for shipment of equipment or supplies or a directive to proceed with services.
d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DFMDC . 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 order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DFMDC.
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 the DFMDC, (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. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the DFMDC may cancel the contract. At its sole discretion, the DFMDC 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 DFMDC within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DFMDC will issue a notice of cancellation terminating the contract immediately.
c. If the DFMDC cancels the contract for breach, the DFMDC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DFMDC deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08-28-08