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

**RFQ #: JLPB200018**
**TITLE: Janitorial Services – Poplar Bluff**
**ISSUE DATE: 09/24/2019**

**CONTRACT SPECIALIST: Nanci Grannemann**
**PHONE #: (573) 751-0053**
**FAX #: (573) 751-7277**
**E-MAIL: Nanci.Grannemann@oa.mo.gov**

**RETURN BID NO LATER THAN: OCTOBER 9, 2019 AT 2:00 PM CENTRAL TIME**

**(Please only use one of the submission methods below to avoid duplication.)**

**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

**OR E-MAIL TO:** OA.FMDCContractsUnit@oa.mo.gov

**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: |
|---|---|
| **2153 & 2155 North Westwood Boulevard**<br>**Poplar Bluff (Butler County), MO 63901**<br>**(Lease #: 01201167)** | Office of Administration<br>Division of Facilities Management, Design & Construction<br>301 West High Street, Room 730<br>Jefferson City, MO 65102 |

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 08/17/15). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Facilities Management, Design and Construction or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri. The company shall understand and agree that in order to be considered for a contract award, they must be registered in MissouriBUYS. If not registered prior to proposal submission to the state, the company must register in MissouriBUYS immediately upon request by the state.

## SIGNATURE REQUIRED

| | |
|---|---|
| VENDOR NAME | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| MAILING ADDRESS | |
| CITY, STATE, ZIP CODE | |
| CONTACT PERSON | EMAIL ADDRESS |
| PHONE NUMBER | FAX NUMBER |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br>___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt | |
| AUTHORIZED SIGNATURE | DATE |
| PRINTED NAME | TITLE |

# 1. INTRODUCTION AND GENERAL INFORMATION

## 1.1 Introduction:

1.1.1 This document constitutes a request for competitive quotes for the provision of janitorial services for the state-leased building(s) located in Poplar Bluff, 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) Attachments 1-4
7) Terms and Conditions

## 1.2 Background Information:

1.2.1 Currently, the State of Missouri leases the following building(s) in Poplar Bluff, MO.

a. The tenants of the building located at 2153 & 2155 North Westwood Boulevard consist of offices and employees of the Missouri Department of Natural Resources, the Missouri Department of Health and Senior Services, the Missouri Department of Revenue, and the Office of Administration.

1) The building is approximately 11,620 total square feet.
2) There are approximately 42 employees with approximately 150 clients/visitors per week.

b. A current contract exists for this location at $0.094 per square foot with Elite Janitorial Maintenance Supply.

c. 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(s):

**1.3.1 A tour of the building(s) identified herein will be held on WEDNESDAY, OCTOBER 2, 2019, beginning promptly at 10:30 a.m.**

1.3.2 The purpose of the tour is to provide bidders with the opportunity to inspect, examine, and assess the building(s) and to determine any existing conditions and factors of the building(s) 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(S) 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 Nanci Grannemann at oa.fmdccontractsunit@oa.mo.gov or (573) 751-0053.

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(s) located in Poplar Bluff, 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 building(s) located in Poplar Bluff, 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 building(s) at least 30 days prior to the contractor beginning/discontinuing janitorial services at the additional/deleted building(s).

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

c. In the event more than one contractor provides janitorial services for state-leased building(s) located in Poplar Bluff, Missouri, the state agency shall first notify the lowest-priced contractor of the additional building(s). 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 building(s) 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 building(s)' tenants. The contractor shall agree and understand that the building(s)' 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 commercial grade 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. Active microfiber technology should be used where appropriate to reduce cleaning chemical consumption.

2.2.3 The contractor shall furnish plastic wastebasket liners, toilet tissue, paper towels for restrooms, foam 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(s), and should contain a minimum 20% post-consumer recycled paper (Envision, Scott, Cascades, Green Select, or equal).

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

c. Foam hand soap must be a good grade, undiluted, and contain antiseptic. The contractor shall fill soap dispensers with undiluted soap.

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(s) (hereinafter referred to as the "*janitorial closet*") for storage of all janitorial equipment and products necessary for the building(s).

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

2.2.7 Prior to the contractor's use of any product/chemical in the building(s), the contractor shall provide a Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Safety Data Sheets in each of the janitorial closet(s) in the building(s). The 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 to accommodate the contractor's choice of product or supply. 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 or semi-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 monthly and semi-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 (5) days per week, Monday through Friday.

b. Weekly Tasks shall be performed one (1) 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 two (2) times per year, within the first ninety (90) days of the effective date of the contract and within the first (90) days after the first 6 months of the contract period. 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 and hard surface floor care in order for the building(s)' tenants to prepare for the tasks to be completed. In addition, the contractor shall resolve problem areas as requested by the lead tenant contact person.

2.3.2 The contractor shall resolve any and all related and conditional miscellaneous janitorial cleaning issues 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 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 lead tenant contact person regarding problems and other directions.

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

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(s) 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.

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(s). 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 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(s) nor smoke anywhere in the building(s), 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(s).

**2.6 Security Requirements:**

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

2.6.2 When the contractor and/or the contractor's personnel leave the building(s), the contractor shall lock all doors and turn off lights. In addition, if the building(s) 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(s).

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(s) 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(s) 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 building(s) 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.

3) The Office of Administration, Division of Facilities Management, Design and Construction participates in the Missouri RAP Back Program and the National RAP Back Program. Therefore,

the contractor's personnel submitting their fingerprint images are advised that their fingerprint images will be retained in state and federal biometrics databases, pursuant to Section 43.540 RSMo.

4) Prior to proceeding with the fingerprint process, the contractor shall obtain signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights, and the Privacy Act Statement, in Attachment #4, from the contractor's personnel and submit the signed form to the Office of Administration, Division of Facilities Management, Design and Construction to FMDCSecurity@oa.mo.gov.

5) The contractor must obtain the required fingerprint based security clearances from the Missouri State Highway Patrol using either of the two following options:

   a) Provide a SHP-984C document, available at: **SHP-984 MACHS Fingerprint Services Form FMDC**, to the personnel to be fingerprinted to take to the Missouri State Highway Patrol, Criminal Justice Information Services Division in Jefferson City.

   b) Personnel may utilize an IdentoGo (IDEMIA) location for submission of fingerprints by registering on the MSHP website at: https://www.machs.mshp.dps.mo.gov/MACHSFP/home.html and using the code 5434.

6) The fingerprint based security clearances will be automatically electronically routed to the Office of Administration, Division of Facilities Management, Design and Construction.

7) When the results of the fingerprint based security clearances become available to the Office of Administration, Division of Facilities Management, Design and Construction, a check for outstanding wants and warrants on each personnel will be conducted. Upon completion, the Office of Administration, Division of Facilities Management, Design and Construction will notify the contractor of the clearance approval decision.

8) The contractor must adhere to all requirements stated in the Fingerprint Requirements – Attachment #4.

b. The state agency and/or lead tenant contact person shall have the right to deny access to the building(s) 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 OF 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 semi-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(s) or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor's personnel from performing the contractual service. The daily log shall remain at the building 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's invoice must identify the building(s) 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. The contractor shall submit a monthly invoice for services actually provided to the state agency by using either of the methods below.

a. The contractor shall use only one of the methods below, not both, to submit the monthly invoice:

1) E-Mail to: OAFMDCRESVCAP@oa.mo.gov.

OR

2) Postal Mail to:

Office of Administration
Division of Facilities Management, Design & Construction
Lease #: 01201167
1731 Elm Court
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.

a. 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.

b. If any of the Supplemental Services, other than Ongoing Construction Clean-up, as specified herein were requested and performed during the monthly invoice period, the contractor shall be paid the firm, fixed price specified on the Pricing Page for the type of Supplemental Service performed. The contractor shall be paid for the Supplemental Service by the state agency building tenant state department/division requesting such supplemental services.

c. If a partial month of services is provided under the Supplemental Service - Ongoing Construction Clean-up as specified herein, 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 cleanliness, safety, security, and sanitary conditions of the building(s) are of utmost concern to the state agency. Therefore, the state agency 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.

2.9.3 If at any time during the effective period of the contract, the state agency 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 shall provide written notification to the contractor of such substandard, deficient, or incomplete services. In addition, a written inspection report shall be forwarded by the state agency to the contractor after a building inspection is completed noting specific substandard, deficient, or incomplete services. The contractor must correct the substandard, deficient, or incomplete services within a reasonable period of time, as determined by the state agency, following the state agency's written notification or written inspection report.

2.9.4 If the contractor fails to resolve the breach issue or if the contractor continues to provide substandard, deficient, or incomplete services, the State of Missouri may take one or more of the actions below:

- ✓ Assess liquidated damages as described herein,
- ✓ Cancel the contract, as described in the Cancellation of Contract provisions included within the attached Terms and Conditions,
- ✓ Due to the seriousness of the substandard, deficient, or incomplete service, cancel the contract immediately without providing the contractor the opportunity to remedy the breach.

2.9.5 The State of Missouri shall be the final judge as to what constitutes a substandard, deficient, or incomplete service, and other performance concern as stated herein. Any such determination by the State of Missouri shall be final and without recourse.

2.9.6 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 amounts identified below as liquidated damages shall be reasonable and fair under the circumstances.

2.9.7 Daily and Weekly Tasks - In the event the contractor fails to perform any daily or weekly tasks required herein or performs the daily or weekly 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 equal to the monthly amount due, divided by the total number of work days in that particular month to obtain a daily rate, and then multiplied by the number of days for which the service was not provided, or for each day the task was required to be performed until the task is performed and approved, rounded to the nearest cent.

2.9.8 Monthly or Semi-Annual Tasks - If the contractor performs a Monthly or Semi-Annual task in a substandard, deficient, or incomplete manner as determined by the state agency, the state agency may assess the same liquidated damages for each day the task was required to be performed until the task is performed and approved. For each incident in which the contractor fails to perform any Monthly or Semi-Annual task required herein, the state agency shall have the right to assess liquidated damages as follows:

for a building with less than 5,000 cleanable square feet - $250.00,

for a building with between 5,000 and 10,000 cleanable square feet - $400.00;

for a building in excess of 10,000 cleanable square feet - $550.00.

2.9.9 Reports, Documentation or Notifications - 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) A completed Authorization for Release of Information Form for each person assigned to the building(s)

2) Security Clearance information obtained from the State Highway Patrol for each person assigned to the building(s)

3) Task Schedule Notice

4) Assessable Maintained Daily Log

5) Safety Data Sheets

2.9.10 Security – In the event the contractor fails to prevent all unauthorized persons from entering the building(s), fails to keep the building(s) locked while the contractor and the contractor's personnel are on the premises, fails to lock any entrance or exit door, fails to activate the security system(s) according to the state agency instructions; the contractor shall be assessed $75.00 for each occurrence. The contractor shall agree and understand that for the purpose of this document, "each occurrence" shall be defined as one period of time the contractor and the contractor's personnel are on the premises to provide the janitorial services specified herein, including supplemental services (e.g. daily, weekly, monthly, etc.).

2.9.11 Additional Liquidated Damages - In the event the contractor fails to correct substandard, deficient, or incomplete services or fails to provide all services 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, building(s)' tenants, and the general public, the contractor shall be assessed liquidated damages in accordance with one or more of the following calculations, in addition to the liquidated damages described herein.

a. 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.

b. 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 salary price of the state personnel who performed the service and shall include material costs, etc.

c. 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.

2.9.12 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.

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

2.9.14 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 state agency 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 state agency 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.

## 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.

1) 2153 & 2155 North Westwood Boulevard 11,620 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 - Machine scrub, seal, and wax on newly laid hard flooring of 50 square feet
- ✓ Hard Floor Cleaning - Machine scrub and wax of 50 square feet of hard flooring
- ✓ Hard Floor Cleaning - Strip and refinish 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
- ✓ Ongoing construction clean-up of 250 square feet
- ✓ Final clean 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
- ✓ One (1) Paper towel dispenser
- ✓ One (1) Toilet paper dispenser
- ✓ One (1) Soap dispenser

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

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

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

b. The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the Vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c. If the Vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the Vendor <u>must</u> provide the following information with the bid:

1) Participation Commitment - The Vendor must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the Vendor submitting the bid is an organization for the

blind or sheltered workshop, the Vendor must be listed in the appropriate table on the Participation Commitment Form.

2) Documentation of Intent to Participate – The Vendor must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFQ issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFQ issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the Vendor submitting the bid is an organization for the blind or sheltered workshop, the Vendor is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

d. A list of Missouri sheltered workshops can be found at the following Internet address: http://dese.mo.gov/special-education/sheltered-workshops/directories.

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

f. Commitment – If the Vendor's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the Vendor on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

g. If all requirements are met, the vendor shall receive a five (5) to fifteen (15) point bonus to a bid meeting specifications or bid that includes subjective or other criteria deemed in the best interest of the state and provided in the solicitation document.

1) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars ($5,000.00) of the total contract value of bids for purchase not exceeding ten million dollars.

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

Vendor's Commitment Number x 2.5 points = Awarded Points

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

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

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 building(s) proposed and/or experience providing janitorial services for the total of the square footage of the building(s) 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 - Machine Scrub, Seal and Wax on All Newly Laid Hard Flooring | $_____ per square foot | $_____ per square foot | $_____ per square foot |
| **005** | Hard Floor Cleaning - Machine Scrub and Wax of Hard Flooring | $_____ per square foot | $_____ per square foot | $_____ per square foot |
| **006** | Hard Floor Cleaning - Strip and Refinish of Hard Flooring | $_____ per square foot | $_____ per square foot | $_____ per square foot |
| **007** | Deep Carpet Cleaning and Water Extraction Services | $ _____ per square foot | $_____ per square foot | $_____ per square foot |
| **008** | Brushing and Spot Cleaning of Fabric Furniture | $_____ per piece | $_____ per piece | $_____ per piece |
| **009** | Cleaning and Vacuuming of Cloth Cubicle Partitions | $_____ per partition | $_____ per partition | $_____ per partition |
| **010** | One time Construction Clean-up | $_____ per square foot | $_____ per square foot | $_____ per square foot |
| **011** | Ongoing Construction Clean-up | $_____ per square foot, per month | $_____ per square foot, per month | $_____ per square foot, per month |
| **012** | Final Clean | $_____ per square foot | $_____ per square foot | $_____ per square foot |

**Supplemental Services Pricing continued on the next page.**

**Supplemental Services Pricing continued**

| Line Item | Description C/S Code: 91039 | Original Contract Period Firm, Fixed Price | First Renewal Period Maximum Price | Second Renewal Period Maximum Price |
|---|---|---|---|---|
| **013** | 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) |
| **014** | 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) |
| **015** | Additional Personnel | $_____ Per Hour, Per Person | $_____ Per Hour, Per Person | $_____ Per Hour, Per Person |
| **016** | Paper Towel Dispenser | $_____ Each | $_____ Each | $_____ Each |
| **017** | Toilet Paper Dispenser | $_____ Each | $_____ Each | $_____ Each |
| **018** | Soap Dispenser | $_____ Each | $_____ Each | $_____ Each |

# 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:

_____ or % of Total Value of Contract

_____ 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: _____<br>Phone Number: _____<br>Email Address: _____ |
| Dates of Service: | |
| Dollar Value of Services | |
| Square Footage of the Building | Total Square Feet: _____<br>Square Feet of Carpeted Area: _____<br>Square Feet of Hard Surface Floors: |
| Description of Prior Services Performed, Including an Indication as to Whether Carpet Cleaning was Performed and the Square Footage of the Carpeted Area | Carpet Cleaning Provided: _____ Yes _____ No.<br>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 liners, 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 vacuum all carpet, including all entrance and exit rugs/mats, clerical areas, mailroom, copier areas and heavily trafficked areas to remove all debris. As stains appear, spot clean the carpet. |
| Thoroughly sweep all hard surface floors, including the entryways, airlocks and reception areas to give a clean and satisfactory appearance. |
| Thoroughly dry mop all hard wood floors to give a clean appearance. |
| Thoroughly wet mop all hard surface floors as needed to give a clean and satisfactory 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. |
| 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. |
| Clean janitorial closets after completion of the daily tasks and before exiting the building(s). |
| Remove full recycle bins to designated pick-up areas and replace with empty recycle bins, if applicable. |
| **Weekly Requirements** |
| Thoroughly wash, clean, and disinfect all wastebaskets, as needed. |
| When necessary, replace contractor-provided rugs/mats. |
| 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. |
| Spot clean all elevator walls and both sides of elevator doors. |
| Thoroughly clean toilet bowl plunger holders. |
| 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 the tops, fronts, and sides of all vending machines. |
| Replace light tubes/bulbs, and light lens covers provided by the Lessor. |
| **Monthly Requirements** |
| Damp mop and thoroughly machine scrub all finished floor areas, removing all scuffs and black marks. |
| 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/dust all venetian mini-blinds. |
| Clean all vents and air diffusers, both supply and return. |
| **Semi-Annual Requirements** |
| Deep clean all carpet via wet extraction method. |
| Either machine scrub or strip and refinish – at the discretion of the state agency – all finished floors. Apply five (5) coats of skid-proof wax. |

**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 machine scrub, seal and wax all newly laid hard surface floors, applying a seal coat and an additional five (5) coats of skid-proof wax as directed by the state agency building tenant. |
| Hard Surface Floors – The contractor shall machine scrub and wax all hard surface floors, applying five (5) coats of skid-proof wax as directed by the state agency building tenant. |
| 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. |
| One Time Construction Clean-up – Due to construction, there is often a need for additional cleaning in construction areas. Therefore, provide one-time construction clean-up as determined necessary and as instructed by the lead contact person. |
| Ongoing Construction Clean-up – Due to construction, there is often a need for additional on-going cleaning in construction areas that may last multiple days. Therefore, the contractor shall provide construction clean-up as determined necessary and as instructed by the state agency building tenant. |
| Final Clean – In the event that leased space is being vacated or a lease is being terminated by the state agency, the contractor shall provide a one-time final cleaning after all the furniture, partition walls, vending machines, surplus property etc. have been removed from the building. The final clean 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. |
| Paper Towel Dispenser – The contractor, at the request of the state agency, shall provide a new paper towel dispenser to be installed in the facility. The dispenser shall be in accordance with agency specifications and shall become the property of the landlord (Price does not include the cost of installation). |
| Toilet Paper Dispenser – The contractor, at the request of the state agency, shall provide a new toilet paper dispenser to be installed in the facility. The dispenser shall be in accordance with agency specifications and shall become the property of the landlord (Price does not include the cost of installation). |
| Soap Dispenser - The contractor, at the request of the state agency, shall provide a new soap dispenser to be installed in the facility. The dispenser shall be in accordance with agency specifications and shall become the property of the landlord (Price does not include the cost of installation). |

# 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**

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the Office of Administration, Division of Facilities Management, Design & Construction, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the Office of Administration, Division of Facilities Management, Design & Construction, and that this authorization is a part of that investigation.

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

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

_____ _____
Full Legal Name as it appears on Driver's License or State Issued ID Date

_____ _____
Applicant's Signature Birth date

_____ _____
Applicant's Social Security Number Driver's License Number or a State Issued ID (including State of Issuance)

| CITY | ADDRESS | COUNTY | CONTRACT # | LEASE # | Office Use Only |
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_____
Vendor Name

# ATTACHMENT #4

## Fingerprint Requirements

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

The contractor shall ensure all of the contractor's personnel submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The contractor and the contractor's personnel must comply with the process for background checks found on FMDC's website at: https://oa.mo.gov/facilities/facilities-operations/security-information/fmdc-contractor-id-badges.

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

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

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

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

The contractor shall notify FMDC if the contractor's personnel is terminated or resigns from employment with the contractor. If the contractor does not anticipate performing work on a State contract in the future, the contractor may request that FMDC remove the contractor's personnel from the Rap Back programs.

However, if removed from the Rap Back programs, the contractor's personnel will be required to submit new fingerprints should the contractor be awarded another State contract.

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

## Missouri Applicant Fingerprint Privacy Notice

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

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

### State and Federal Rap Back Privacy Notice

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

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

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

_____ _____

Signature Date

Print Name: _____

**NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS**

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

- You must be provided written notification[1] that your fingerprints will be used to check the criminal history records of the FBI
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.[2]
- If you have a criminal history record, the officials making a determination of your suitability for the employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record[3]

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.[4]

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

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry.
Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

[1] Written notification includes electronic notification, but excludes oral notification.[2] https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement [3] See 28 CFR 50.12(b). [4] See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c)

_____ _____

Signature Date

Print Name: _____

# Privacy Act Statement

***This privacy act statement is located on the back of the FD-258 fingerprintcard.***

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

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

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

As of 03/30/2018

_____ _____

Signature Date

Print Name: _____

# STATE OF MISSOURI
# DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

## TERMS AND CONDITIONS – REQUEST FOR QUOTE

### 1. TERMINOLOGY/DEFINITIONS

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

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

### 2. APPLICABLE LAWS AND REGULATIONS

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

### 3. OPEN COMPETITION/REQUEST FOR QUOTE DOCUMENT

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

## 4. PREPARATION OF BIDS

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

## 5. SUBMISSION OF BIDS

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

## 6. BID OPENING

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

## 7. PREFERENCES

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

## 8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the contract specialist before contract award. Upon discovering an apparent clerical error, the contract specialist shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by OA/FMDC to be in the best interest of the State of Missouri.
c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFQ and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
e. In the event all vendors fail to meet the same mandatory requirement in an RFQ, OA/FMDC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, OA/FMDC reserves the right to waive any minor irregularity or technicality found in any individual bid.
f. OA/FMDC reserves the right to reject any and all bids.
g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.
h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
i. Any award of a contract shall be made by notification from OA/FMDC to the successful vendor. OA/FMDC reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by OA/FMDC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
j. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
k. OA/FMDC maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
l. OA/FMDC reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
n. The final determination of contract award(s) shall be made by OA/FMDC.

## 9. CONTRACT/PURCHASE ORDER

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

## 10. INVOICING AND PAYMENT

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

## 11. DELIVERY

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

## 12. INSPECTION AND ACCEPTANCE

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

## 13. WARRANTY

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

## 14. CONFLICT OF INTEREST

a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## 15. REMEDIES AND RIGHTS

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

## 16. CANCELLATION OF CONTRACT

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

## 17. COMMUNICATIONS AND NOTICES

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

## 18. BANKRUPTCY OR INSOLVENCY

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

## 19. INVENTIONS, PATENTS AND COPYRIGHTS

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

## 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

## 21. AMERICANS WITH DISABILITIES ACT

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

## 22. FILING AND PAYMENT OF TAXES

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

## 23. TITLES

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

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END OF DOCUMENT