STATE OF MISSOURI

OFFICE OF ADMINISTRATION

FACILITY SPECIFICATIONS

AND

PROPOSAL FORM

for the

Department of Social Services,
Family Services and Children's Divisions
Jackson County
Kansas City, Missouri

RFP No. 04802398

This document constitutes a Request for Proposal (RFP)
including prices from qualified individuals and organizations
to furnish 23,088 net rentable square feet of leased office space
located in Kansas City, Missouri, and should be located within the following boundaries:

The Missouri River to the North, Woodland Avenue to the West, Hwy 50 to the South, Noland Road to I-70 to I-435 on the East. Consideration may be given to a site serviced by the KCATA for public transportation.

A pre-bid conference regarding this bid will be held on May 18th, at 11:00 a.m.
at the Department of Social Services office, 4900 Swope Parkway, Kansas City, Missouri.
Attendance at this conference is highly recommended for those who wish to submit a bid.
Bidders should bring a copy of the specifications as this will be used as the agenda.

Bidders are strongly encouraged to advise the Division of Facilities Management, Design and Construction
at least **five** days prior to a scheduled bid opening or
conference of any special accommodations needed for disabled persons who
will be attending the opening or conference so
accommodations can be made.

All questions regarding this Request for Proposal must be directed to:
Matt Peters, Coordinator
Division of Facilities Management, Design and Construction, Real Estate Services Section
Telephone # (573) 526-6773
Facsimile # (573) 526-4138

All Proposals must be received no later than 1:30 p.m. on June 8, 2011.

MP:mav

RFP No. 04802398

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BID PACKAGE FOR THE STATE OF MISSOURI

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RFP No. 04802398

ATTACHMENT A

SUMMARY OF CRITICAL INFORMATION

1. Location: The Missouri River to the North, Woodland Avenue to the West, Hwy 50 to the South, Noland Road to I-70 to I-435 on the East. (See attached map).

2. Square Footage Required: 23,088

3. Bid Opening Date: June 8, 2011

4. Bid Surety Amount: $ 10,000.00 Effective Date: June 8, 2011 to September 8, 2011

5. Performance Surety Amount: $ 20,000.00

6. Target Date for Completion: December 15, 2011 Target Date for Occupancy: December 31, 2011

7. Term of Lease: 5 years (one-year, with 4 one-year renewals)

8. Number of Employees: 132

9. Total Number of Parking Spaces: 160 Number of Accessible Spaces: 6

10. Staff Restrooms: Male 1 Female 1 Unisex 0

11. Public Restrooms: Male 0 Female 0 Unisex 2

12. Number of Hi/Lo Water Coolers: 1

13. Number of Workstations: 168

14. AMP/BTU Data Requirements:

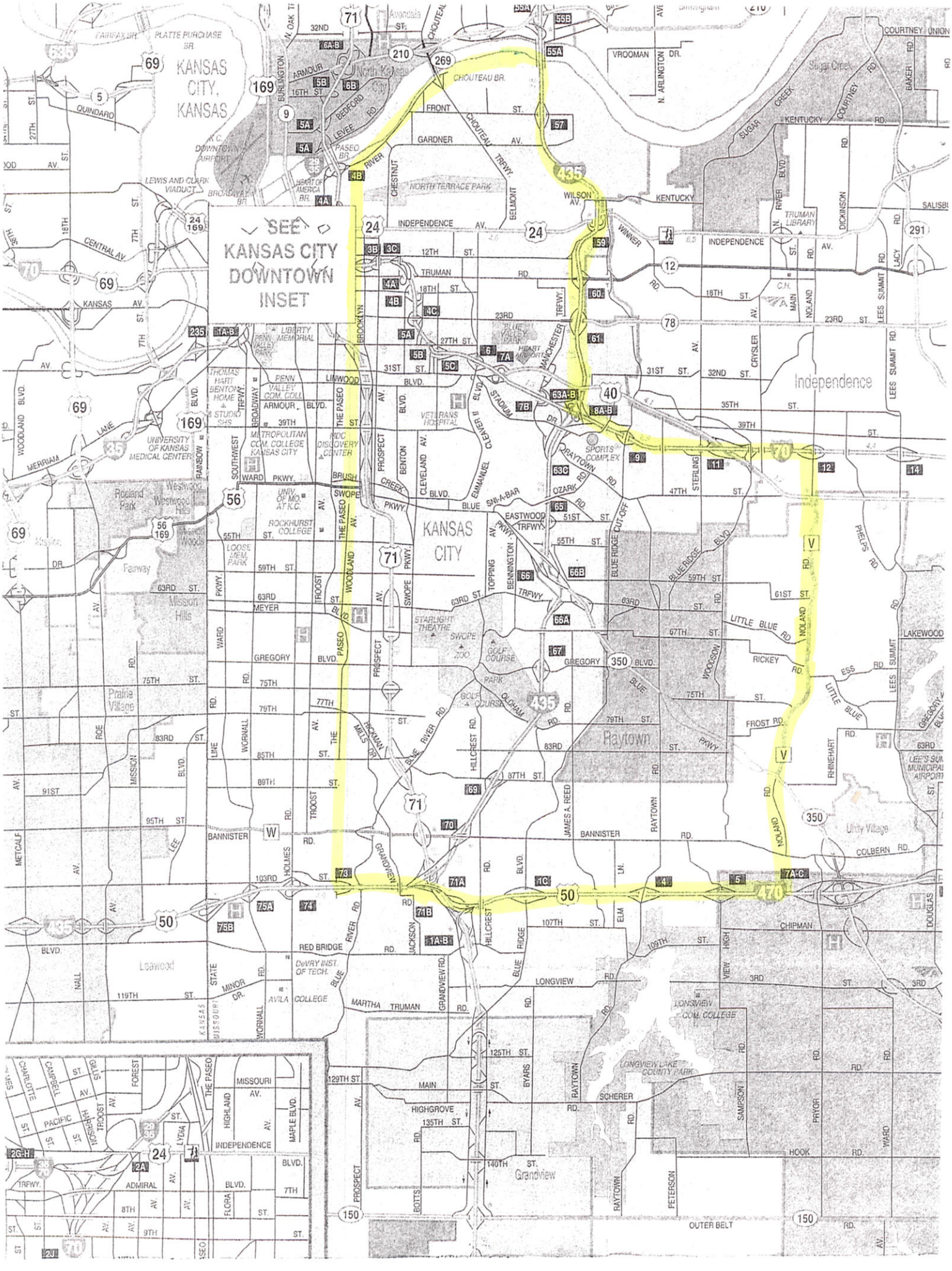
SPACE	EQUIPMENT TYPE	NUMBER	AMPS	BTUs/HR	TOTAL AMPS	TOTAL BTUs/HR
Data/Telecom	Controller/Modem	(See	Attachment	C)		
Office	Terminals/Printer	(See	Attachment	C)		

15. The Tenant agency will install systems furniture.

16. Description of Program's use of Space: Hours 6:00 a.m. to 6:00 p.m./Some evening hours and weekends as needed

Number of Clients _____ Peak Periods of Traffic 9:00 a.m. to 4:00 p.m.

Brief Description Provides benefits, services and information to clients for Children's Services and Rehabilitation Services for the Blind and Visually Impaired. Self service/program applications for Income Maintenance


SEE KANSAS CITY DOWNTOWN INSET
KANSAS CITY, KANSAS
KANSAS CITY
Independence
Raytown
Grandview
Prairie Village
Mission Hills
Leawood
Roeland Park
Westwood
Westwood Hills
Fairway
Unity Village
Lee's Summit Municipal Airport
Longview Lake County Park
Longview Com. College
Avila College
DeVRY Inst. of Tech.
Rockhurst College
Univ. of Mo. at K.C.
Metropolitan Com. College Kansas City
Penn Valley Com. College
University of Kansas Medical Center
Veterans Hospital
Sports Complex
Starlight Theatre
Zoo
Golf Course
Truman Library
Chouteau Br.
Paseo Br.
Heart of America Br.
Broadway Br.
Lewis and Clark Viaduct
Fairfax Br.
Platte Purchase Br.
Kansas Av.
Central Av.
Independence Av.
Truman Rd.
Gregory Blvd.
Red Bridge Rd.
Longview Rd.
Bannister Rd.
Colbern Rd.
Hook Rd.
Outer Belt
Blue River
Brush Creek
Swope Pkwy.
Blue Ridge Cut-Off
Raytown Rd.
Ozark Rd.
Stadium Dr.
Linwood Blvd.
Armour Blvd.
39th St.
47th St.
51st St.
55th St.
59th St.
63rd St.
67th St.
75th St.
79th St.
83rd St.
87th St.
91st St.
95th St.
103rd St.
107th St.
109th St.
119th St.
125th St.
129th St.
135th St.
140th St.
Front St.
Gardner Av.
Wilson Av.
Kentucky
Courtney
Sugar Creek
Vrooman Dr.
N. Arlington
Chestnut
Belmont
Brooklyn
Manchester
Cleaver II Blvd.
Emanuel Cleveland Av.
Benton Blvd.
Prospect
Troost
Woodland
Topping
Bennington
Blue Ridge Blvd.
Nolan
Phelps Rd.
Frost Rd.
Little Blue Rd.
Rickey Rd.
Ess Rd.
Lees Summit Rd.
Crysler
Dickinson
Sterling
Rainbow
Woodland Blvd.
Metcalf Av.
Mission Rd.
Roe
Nall
Lee
Holmes
Wornall
Grandview Rd.
Byars
Raytown
Scherer
Sampson
Pryor
Ward
Peterson
Botts
Jackson
Hillcrest Rd.
Blue Ridge
Elm
James A. Reed
Oldham
Hickman Mills Dr.
Meyer Blvd.
Linwood Blvd.
Admiral
Flora
Highland
Maple Blvd.
Missouri Av.
Pacific
Charlotte
Campbell
Forest
Gillis
Harrison
Lydia
Minor Dr.
State Line
Kansas
Missouri
Quindaro
Armour
Bedford
Levee
Burlington
N. Oak Tr.
Chouteau Trfwy.
Southwest Trfwy.
Eastwood Trfwy.
Broadway
Penn Valley Park
Liberty Memorial
Thomas Hart Benton Home & Studio SHS
Rockhurst College
Loose Mem. Park
Swope Park
Golf Course
Oldham Park
Blue River Park
North Terrace Park
Blue Valley Park
Heart of America
Discovery Center
Mid-Continent Public Library
Courtney Rd.
Baker Rd.
Salisbury
Lacy
Summit
Main
Noland
Byars
Raytown
Scherer
Sampson
Pryor
Ward
Peterson
Botts
Jackson
Hillcrest Rd.
Blue Ridge
Elm
James A. Reed
Oldham
Hickman Mills Dr.
Meyer Blvd.
Linwood Blvd.
Admiral
Flora
Highland
Maple Blvd.
Missouri Av.
Pacific
Charlotte
Campbell
Forest
Gillis
Harrison
Lydia
Minor Dr.
State Line
Kansas
Missouri

ATTACHMENT B

Kansas City

DSS - Office

Date: **Revised 4/11/2011**
Project Name: **Space Analysis**
Current Lease No. **# 04800510**

County : Coordinator **Jackson - Matt Peters**

State of Missouri
Office of Administration
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, MO 65102

	Qty.	Sq. Ftg.	Total Sq. Ftg.	Comments
Family Support Division - IM				
Family Support Eligibility Prog. Manager	1	120	120	Private
Income Maintenance Supervisor	4	96	384	Open
Family Support Eligibility Spec.	47	64	3,008	Open
Clerical	12	64	768	Open
FSD - IM Staff Total	**64**		**4,280**	
Children's Division				
Children's Service Prog. Manager	1	120	120	Private
Children's Service Sup.	6	96	576	Open
Children's Service Spec.	1	64	64	Open
Social Service Worker I & II	38	64	2,432	Open
Clerical	3	64	192	Open
CD Staff Total	**49**		**3,384**	
OA-ITSD				
Information Tech IV	1	96	96	Open
OA-ITSD Staff Total	1		96	
Family Support Div. - RSB				
Area Supervisor, BEP	1	140	140	Private
Dist. Supervisor	1	140	140	Private
Rehab. Teachers	2	120	240	Private
Rehab Counselors	3	120	360	Private
Children's Spec. for the Blind I	1	120	120	Private
Rehab Assistants	3	64	192	Open
Clerical	1	64	64	Open
FSD - RSB Staff Total	**12**		**1,256**	
Family Support Div. - QA/QC				
Case Analyst Supervisor	1	96	96	Private
Case Analyst	4	64	256	Open
Clerical	1	64	64	Open
FSD - QA/QC Staff Total	**6**		**416**	
FSD - IM Support Area				
FSD File Room	1	1,750	1,750	Private
FSD Storage Room	1	200	200	Private
Conference Room	1	360	360	Private
Misc. Equipment	1	150	150	Open
FSD - IM Support Space Subtotal:			**2,460**	
Children's Div. - Support Area				
Family Visitation Room	1	120	120	Private
Observation Room	1	48	48	Private
Team Meeting Room	1	150	150	Private
Investigaion Room	1	80	80	Private
File Room	1	350	350	Private
Misc. Equipment	1	200	200	Open
Conference Room	1	360	360	Private
Storage Room	1	200	200	Private
CD - Support Space Subtotal:			**1,508**	

ATTACHMENT B

Family Support RSB - Support Space				
File Room	1	150	150	Private
Storage Room	1	200	200	Private
Client Resource Room	1	120	120	Private
Special Equipment Room	1	150	150	Private
	Qty.	Sq. Ftg.	Total Sq. Ftg.	Comments
Misc. Equipment	1	150	150	Open
Reception Area	1	120	120	Private
Hearing Room	1	150	150	Private
Conference Room	1	240	240	Private
Coffee Bar	1	60	60	Private
FSD - RSB - Support Space Subtotal:			**1,340**	
IM-CD-RSB-QA/QC Staff & Support SF Total	132		**14,740**	
Departmental Circulation Factor	30%		**4,422**	
Projected Total DSS S.F. w/ Circulation			**19,162**	
Building Core Space				
Reception Area	1	320	320	Private
Interview Booths	5	54	270	Private
Conference Room	1	840	840	Private
Employee Restroom - Female	1	360	360	Private - 6 closets, 4 sinks
Employee Restroom - Male	1	300	300	Private - 3 closets, 1 urinal, 2 sinks
Client Restroom	2	60	120	Private
Lounge	1	500	500	Private
Coffee Bar	1	60	60	Private
Janitor Closet	1	100	100	Private
Data Room	1	150	150	Private
Core Space Subtotal:			**3,020**	
Departmental Circulation Factor:	30%		906	
Total Core with Circulation			**3,926**	
Total of Staff, Support & Core Subtotals w/o Circulation:			**17,760**	
Departmental Circulation Factor:	30%		5,328	
Total S.F. w/ Circulation:			**23,088**	

ATTACHMENT C

UPDATES TO SPECIFICATIONS

The following special requirements are in addition to the specifications listed in Attachment G, Specifications for Office Space. When a conflict occurs, the following specifications supersede the specifications listed in Attachment G.

ADDITIONAL SPECIFICATIONS FOR OFFICE SPACE

DEPARTMENT OF SOCIAL SERVICES

FAMILY SUPPORT DIVISION,

CHILDREN'S DIVISION

C-1. BABY CHANGING STATIONS: Baby changing stations must be installed in public restrooms. (Ref. G-2.10)

C-2. INTERVIEW ROOM: A counter should be installed in all interview booth(s). The counter height must be 31" high and have a computer keyboard pullout under the counter on the staff side. Floor to ceiling walls should be installed between the interview booths. Install 10" X 10" transparent one-way glass windows viewable from the staff side of the door in all client to staff doors. (Ref. G-3)

C-3. RECEPTION AREA

C-3.1 Reception window(s) and ledge must be installed between client reception area(s) and clerical area(s).

C-3.2 The receptionist should be isolated from the clientele with a solid core door and a keyless lock.

C-3.3 The solid core door should be electronically operated and controlled by the receptionist.

C-3.4 The reception window and ledge should measure 48" wide X 36" high and 36" high from finished floor. The window should be clear ¼" laminated glass with a 3" speak-hole and a 3" X 14" gap between ledge and glass. The ledge should be a 16"D high-pressure laminate shelf mounted 36" from finished floor to tip of counter.

C-4. DATA/TELECOMMUNICATIONS REQUIREMENTS (Ref. G-5)

C-4.1 Electrical: To accommodate data, the Lessor must provide 3 dedicated, non-switched, grounded 120V AC circuit(s) with one duplex receptacle on each circuit. One of the receptacles must be a NEMA L-5-15R (locking) receptacle. To accommodate telecommunications, the Lessor must provide 1 dedicated, non-switched, grounded 120V AC circuit(s) with two duplex outlet(s) on each circuit.

C-4.2 Raceways: The Lessor must prepare the facility to accommodate the installation of communications wiring to all workstations and/or work areas by utilizing enclosed raceways. Accessibility for wiring may be attained by conduit through the walls, conduit or raceway through finished (Sheetrock) ceilings, space above suspended ceilings, raised flooring equivalent to Walker Duct, or false columns. The communications raceway must be sized for a minimum of .18 square inch per workstation in the floor duct or raceway. A minimum 3/4" conduit will be required to accommodate the wiring to each workstation and to a 2" X 4" box at the workstation. A single conduit and box will facilitate both data and telecommunications cable/wire. (Ref. G-5)

C-4.3 Each workstation requires one data/telecommunications (d/t) box with conduit and one dedicated electrical duplex receptacle. In addition, conference room(s), interview room(s), interview booth(s), storage room(s), family visitation room(s), observation room(s), team meeting room(s), hearing room(s), each docking

station and the one-stop room is designated as a workstation. All printer locations require a dedicated electrical receptacle as well as 2" X 4" d/t box with conduit, while copiers, shredders and postage machines require a dedicated electrical receptacle only. Fax machines require a general electrical receptacle and a 2" X 4" d/t box with conduit. (Ref. G-5)

C-4.4 The Lessor is not responsible for the d/t cable/wire nor the required connector and cover. The Lessor must provide covers for any unused d/t boxes. The agency will contract to have the cable/wire pulled and provide the termination hardware.

C-4.5 Electrical Power Requirements

EQUIPMENT TYPE	NO	AMPS	BTU/HR	DESIGNATED ELECTRIC	MAXIMUM PER #20 AMP CIRCUIT
Computers	138	3	1,228	Yes	4
Printers	30	35	10,825	Yes	2
Copiers	6	15	12,276	Yes	1
Shredder	2	10	4,092	Yes	1
Postage Equipment	1			Yes	1
Fax Machines	3	1	818	No	1

Total Workstations = 151 (growth included)

Total Printers and Faxes = 30

Total 2" X 4" Data/Telecommunications Boxes = 181

C-4.6 Amp/Btu Data/Telecommunications Room Requirements

EQUIPMENT TYPE	NO	AMPS	BTU/HR	TOTAL AMPS	TOTAL BTU/HR
SMS Servers	2			20	8,184
Lotus Notes Server	1			6.5	2,660
15" Flat Panel Monitors	3			3	1,228
Cisco 2960 Switches	5			6.5	2,660
Cisco 2950 Switches	1			1	410
Cisco 2940 Switches	1			.2	82
Cisco 2800 Router	1			2	818
Switch	6			36	14,731
Sub Total				75	30,773
20 % Growth				15	
Total Data Room				90	33,850

Note: The equipment listed above is currently running through 3 APC brand UPS's

C-5. EMPLOYEE ENTRANCE: A lighted separate employee entrance must be located to the rear or side of the facility away from the public entrance. A covered entry (approximately 6' X 6') for the employee must be provided. A keyless lock (Simplex L1000 or equivalent) with panic hardware and lock guard and closer must be installed on the staff entrance, along with a viewing device.

C-6. SOLID CORE DOORS WITH METAL FRAMES AT CLIENT-TO-WORKER ACCESS (i.e. interview/observation areas, conference rooms, reception areas) must be equipped with keyless locks (Simplex L1000 or equivalent), lock guards and closers.

C-7. POWER-ASSISTED DOORS must be provided for both doors of an airlock set on one leaf of each pair of doors in an airlock set at the main entry. Power-assisted door(s) must comply with ANSI BHMA A.156.19-1984. Such doors shall not open to back-check faster than three seconds and shall require no more than 15 LBF (66.6N) to stop door movement.

C-8. TRANSPARENT MIRROR: A 3' X 4' transparent mirror with a mini-blind on the observation side must be provided between the observation room and the family visitation/therapy room.

C-9. STORAGE ROOM: All storage rooms must have three tiers of adjustable shelving along three walls. Storage shelves must be between 12" deep and 24" deep, as required. All shelving must support 50 pounds per linear foot.

C-10. HVAC: A separate exhaust fan is also required for each of the following rooms: private interview rooms, conference rooms, interview booth room, hearing rooms, family rooms, reception areas and team meeting rooms. The exhaust fan(s) must be remotely located and may be a central system.

C-11. INSULATION: Sound insulation, 3-1/2" fiberglass batting, must be provided within all side walls and the ceiling above for the following: hearing rooms, one-stop rooms, interview rooms and family visitation rooms.

C-12. REHABILITATION SERVICES FOR THE BLIND:

a) 300 square foot grass area to be used as a K-9 relief area. Some of the RSB staff have guide dogs.
b) Door locks on all of the private offices.
c) Additional walls due to Brailler, Sight Dogs and Clients at desks.
d) Close access to elevators
e) Situate away from areas of major noise

RFP No. 04802398

ATTACHMENT D

PROPOSAL FORM

RFP No. 04802398

Department of Social Services,
Family Services and Children's Divisions
Jackson County
Kansas City, Missouri

Bid Opening Date: June 8, 2011

This Proposal Form must be completed, sealed and received by the Division of Facilities Management, Design and Construction no later than 1:30 p.m. on the specified date. All proposals must be mailed or hand carried to:

Division of Facilities Management, Design and Construction
Real Estate Services
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102

All proposals will be publicly opened and read at the above time, date and location.

Submitted by: _____
Owner/Agent

Phone Number: (____) _____ Facsimile Number: (____) _____

Address: _____

_____

D-1. The undersigned, having examined and being familiar with local conditions including applicable model building codes, ordinances, requirements, etc., affecting the premises and with all sections and attachments of this specification package issued by the Division of Facilities Management, Design and Construction, hereby certifies that, with the exception of any appended variances, the premises meets or will meet or exceed the above conditions and proposes to furnish the indicated premises for the firm, fixed price per year:

*** BIDDER SHOULD ENTER AN AMOUNT OR THE WORDS "NO BID" IN ALL BLANK AREAS PROVIDED**

D-1.1 Base Bid Rental Rate (**Includes Rent Only - Mandatory Entry**):

Price Per Year* _____ Dollars

($ _____)

D-1.2 Additional Amount for Lessor Provided Utilities (**Optional Entry**):

Price Per Year* _____ Dollars

($ _____)

D-1.3 Additional Amount for Lessor Provided Janitorial Services (**Optional Entry**):

Price Per Year* _____ Dollars

($ _____)

D-1.4 Selection of D-1.2 _____ and/or D-1.3 _____ is:

❒ The sole option of the state. ❒ Required by Bidder as part of the proposal.

D-2. Minimum Net Rentable Square Footage Offered (**Mandatory Entry**): *_____

D-3. ❒ **Variance(s) Requested**: Check this box if this proposal is contingent upon any variances to provisions of the Specifications and/or Attachment(s). All variances to the Specifications and Attachment(s) must be fully explained on a separate document attached to the completed Proposal Forms. Failure to comply with this requirement may result in disqualification of the proposal or, at the discretion of the state, insistence on full compliance with Specifications.

D-4. A cashier's check or bid bond payable to the State of Missouri as described in Attachment A, Item 4, must accompany this proposal. The Bidder's failure to accept an award based upon the provisions of this proposal will result in forfeiture of surety document.

D-4.1 Failure to provide a cashier's check or bid bond as described above will automatically disqualify the proposal from consideration.

D-4.2 Amount of Cashier's Check or Bid Bond Enclosed:

_____ Dollars

($ _____)

D-5. Specific Site Information: The Bidder should provide the proposed site address. (If the state has a choice of more than one site, please submit a separate proposal form for each site.)

Address of Proposed Property: _____

_____

_____

State Senate District: _____ State Representative District: _____

D-5.1 The proposed facility is:

_____ (a) an existing structure with renovations
_____ (b) an existing structure with no renovation
_____ (c) an existing structure with an addition
_____ (d) new construction

D-5.2 The proposed premises are currently:

_____ (a) owned by the Bidder
_____ (b) Bidder has a signed option to purchase contract
_____ (c) Bidder is acquiring an option to purchase contract
_____ (d) Bidder has a verbal agreement with the owner
_____ (e) Bidder has no ownership rights or obligations
_____ (f) Broker representing an individual

D-5.3 In order to comply with local zoning requirements, the proposed premises:

_____ (a) are zoned correctly _____ (b) must be rezoned

D-5.4 The proposed facility would be designed for and occupied by:

_____ (a) only the agency(s) specified in this RFP
_____ (b) the agency(s) specified in this RFP and other state agencies
_____ (c) the agency(s) specified in this RFP and other non-state organization(s)

D-5.5 The proposed facility is:

_____ (a) a single level facility _____ (b) a multi-level facility

D-5.6 The proposed premises are:

_____ (a) all in one contiguous space _____ (b) located on more than one level
_____ (c) located on one level but different areas, not connected

D-5.7 The exterior of the proposed facility is:

_____ (a) brick _____ (b) block _____ (c) wood
_____ (d) metal _____ (e) drivit _____ (f) other

D-5.8 The proposed facility's roof is:

_____ (a) shingle _____ (b) metal _____ (c) membrane

D-5.9 The proposed facility's HVAC system is:

_____ (a) gas _____ (b) electric

D-5.10 The proposed facility's parking lot is:

_____ (a) asphalt _____ (b) concrete

D-6. Total Parking Spaces Provided: _____ # of Handicap Spaces: _____

D-7. Construction Time from Notice to Proceed to Completion: _____

D-8. In submitting this bid, it is understood that the right is reserved by the Division of Facilities Management, Design and Construction, State of Missouri, to reject any and all bids, and it is agreed that the bids will not be withdrawn for a period of 90 days from the specified time for receiving bids.

D-8.1 IF AN INDIVIDUAL:

Name of Individual

Residence Address

Signature

Firm Name (if any)

Federal Tax ID # or SSN

Firm Address

Address for Communications

D-8.2 IF A PARTNERSHIP:

_____ General* _____ Limited
(Include names of all)

Name and Residence Address of Partners:

Name of Partnership

Partner

Signature

Partner

Signature

Address for Communications

Federal Tax ID # or SSN

*Include information of all partners by attaching additional pages if necessary.

D-8.3 IF A CORPORATION: (Exact Title)

_____
Name of Corporation

_____
Name and Title of Officer

_____
Signature of Officer

_____
Federal Tax ID # or SSN

_____
Address for Communications

1. Incorporated under the laws of the State of _____

2. Registered to do business in Missouri: Yes _____ No _____ (Check one)

(ATTEST)

_____
Secretary Signature

D-8.4 IF A BROKER REPRESENTING AN INDIVIDUAL:

_____
Name of Broker

_____
Signature of Broker

_____
Name of Individual Represented

_____
Signature of Individual Represented

_____
Residence Address

_____
Federal Tax ID # or SSN of Individual Represented

(SEAL)

Each Bidder must complete the Proposal Form by signing on the proper signature line above and by supplying the required information called for in connection with the signature. Failure to properly sign the Proposal Form and to provide required information will constitute grounds for non-acceptance of bid.

D-9. Historic Status Documentation (**Mandatory Entry - If Requesting Preference Points**)

D-9.1 Address of Proposed Property: _____

_____

_____

D-9.2 Is the property individually listed in the National Register of Historic Places? (Check one)

_____ Yes _____ No _____ Unsure

D-9.3 Is the property a contributing element of a National Register Historic District or a certified local district?

If yes, list the name of the historic district and include photographs of the facility. (Include a photo of the front elevation of the facility and a streetscape view showing the adjoining buildings.)

_____

_____

D-9.4 Has the property been determined to be eligible for listing on the National Register of Historic Places by the State Historic Preservation Office in the Department of Natural Resources? (Check one)

_____ Yes _____ No _____ Unsure

If yes, attach a copy of the eligibility assessment and photographs of the facility. (Include a photo of the front elevation of the facility and a streetscape view showing the adjoining buildings.)

D-9.5 Will the project involve utilization of the federal or state rehabilitation tax credits? (Check one)

_____ Yes _____ No _____ Unsure

Information on the National Register of Historic Places can be obtained by contacting the State Historic Preservation Program (SHPO) in the Department of Natural Resources at (573) 751-7858 or by visiting the SHPO website at **http://www.dnr.mo.gov/shpo/index.html**.

The State Historic Preservation Program can also provide information in regard to National Register eligibility and the federal and state rehabilitation tax credits.

D-10. Specialized District Documentation (**Mandatory Entry - If Requesting Preference Points**)

D-10.1 Address of Proposed Property: _____

_____

_____

D-10.2 Is the property located within a specialized district? (Check one)

_____ Yes _____ No _____ Unsure

If yes, check the type of district:

_____ Central Business District
_____ Main Street Program District
_____ Community Improvement District (CID)
_____ Other Local Revitalization District

D-10.3 A map of the district has been included with the proposal.

_____ Yes _____ No

If yes, list the street boundaries of the district (i.e. 2nd Street to the North, Oak Street to the South, Main Street to the West and High Street to the East).

_____

_____

_____

_____

_____

_____

D-10.4 The city or local governmental agency has designated the applicable district.

_____ Yes _____ Date Certified _____ No

D-10.5 The signature below by the city or local government official attests to that certification:

_____ _____ _____
Name Title Date

Information on redevelopment assistance, downtown revitalization projects and the Missouri Main Street Program may be obtained by contacting the Department of Economic Development at (573) 522-8004 or by visiting the website at **http://www.missouridevelopment.org**.

D-11. Environmental Assessment (**Mandatory Entry - For All Proposals**)

D-11.1 Address of Proposed Property: _____

_____

_____

D-11.2 What were the former uses of the Proposed Property?

_____

_____

_____

_____

_____

_____

D-11.3 Has a Phase I Environmental Site Assessment been conducted at the proposed site? (Check one)

_____ Yes _____ No _____ Unsure

If yes, indicate the name of the firm who conducted the assessment and include a copy of the findings.

Name: _____

_____

D-11.4 Has a lead paint or asbestos inspection been conducted by a certified inspector at the proposed site?

_____ Yes _____ No _____ Unsure

If yes, indicate the name of the certified inspector who conducted the assessment and include a copy of the findings.

Name: _____

_____

Information on the Missouri Voluntary Cleanup Program (VCP) may be obtained by contacting the Department of Natural Resources at (573) 526-8913 or by visiting the website at **http://www.dnr.mo.gov/env/index.html**.

Rev. 3/29/11

RFP No. 04802398

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT E

DEFINITIONS

The terms and parties designated in the Specifications and Proposal Forms shall be defined as follows:

E-1. BIDDER/LESSOR/PRINCIPAL: The individual, firm or group of firms who submit a proposal for leasing the premises to the state as described in the Request for Proposal (RFP) and attachments.

E-2. STATE/LESSEE/DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (FMDC): The State of Missouri, FMDC, shall serve as the state's exclusive representative in all real estate leasing transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or agency other than the FMDC has authority to obligate the state in any form; verbal, written or otherwise. Any questions regarding the bid process, specifications, Lease or authority must be directed to the FMDC Leasing Coordinator identified on the cover page of the RFP.

E-3. MUST/SHALL/WILL/REQUIRED: Mandatory provisions; failure to comply will result in rejection of the proposal. Proposals that do not or cannot comply with these provisions will be judged non-responsive and eliminated from consideration.

E-4. SHOULD/MAY: A strong expectation that the specified provision will be performed without a mandatory obligation to provide the requirement. If compliance is not possible or desirable, the Bidder must specify that item as a "variance" in the proper place on the Proposal Form and explain fully in attached material. Generic variances to the specification (i.e. all shoulds are variance, etc.) may result in the proposal being declared non-responsive. Consideration will be given to granting the variance in some situations. Acceptance of any variance is at the discretion of the state.

E-5. VARIANCE: A stipulated non-mandatory provision of these Specifications to which the Bidder requests an exclusion or exemption. The state reserves the sole authority to determine whether a requested variance is acceptable. If the "Variance Requested" box on the Proposal Form is not checked and the requested variances specified on an attachment, the variance will not be accepted and the Bidder will be obligated to meet all provisions of these Specifications. A variance will not be granted for provisions designated as mandatory (see E-3 above).

E-6. PREMISES: All land, buildings and equipment included as a part of the property leased to the state.

E-7. BASE BID RENTAL RATE: The annual rent amount to be paid the Lessor for use and maintenance of the premises, pest control, fluorescent and incandescent light bulbs procurement and installation, ice and snow removal, parking, lawn care and trash disposal, unless otherwise noted.

E-8. ARCHITECT/ENGINEER: The Architect or Engineer retained and furnished by the Bidder. The Architect or Engineer must be registered with the State of Missouri and shall furnish all necessary architectural and engineering services as required to construct or renovate the project.

E-9. ACCESSIBLE/ACCESSIBILITY: A condition in which all features and facilities of the premises (land, buildings and equipment) are usable by a state employee or client, including those individuals with disabilities. The specifications set forth by the Americans with Disabilities Act Accessibility Guidelines will be used.

E-10. ADAAG: The Americans with Disabilities Act Accessibility Guidelines.

E-11. RFP/SPECIFICATIONS/BID PACKAGE: Any and all material contained within and/or attached to this document.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

E-12. BID/PROPOSAL: The Proposal Form and any attachments submitted by the Bidder to the state.

E-13. SURETY DOCUMENT: A bid bond or cashier's check that is provided by the Bidder/Lessor and payable to the State of Missouri as a guarantee of certain action by the Bidder/Lessor. Bidder/Lessor's failure to comply with the warranted provisions may result in forfeiture of the document.

E-14. EXTENSION PERIOD(S): A period of time following the expiration of the stated term of the Lease that allows the state, at its sole option, to continue occupancy for a specified period under the same terms and conditions specified in the original Lease.

E-15. PRIVATE ROOM(S): Rooms having full height (floor to ceiling) walls on all sides and a minimum of one single door not smaller than 3' X 6'8" in height with ADAAG acceptable hardware.

E-16. WORKSTATION(S): Locations where individuals need access to electrical-data/telecommunication outlets to perform work. They include private offices, semi-private offices and open space offices as defined by Office Space Summary Form. In addition, conference room(s), interview room(s), copier area(s), etc., may be workstations if so designated in Data/Telecommunications Requirements.

E-17. TENANT: The agency that occupies the facility. FMDC, as Lessee, may elect to re-assign Tenants to best utilize space resources. This may include sub-leasing to a non-governmental Tenant.

E-18. NOTICE OF AWARD: Written notification issued by FMDC notifying Bidder that the state will enter into a contractual arrangement upon compliance with the terms and conditions of the RFP.

E-19. NOTICE TO PROCEED: Upon review and approval of architectural plans, a written notification issued by FMDC notifying awardee of approval to proceed with renovation/construction in accordance with the RFP and approved drawings.

E-20. CERTIFICATE OF CONDITIONAL ACCEPTANCE: Written notification issued by FMDC notifying lessor that the facility substantially complies with the RFP and occupancy will occur on the specified date. The date of acceptance initiates the lease agreement. Issuance of this document in no way relieves the Lessor of responsibility for attaining total compliance with the RFP in the specified time period.

E-21. IBC: International Building Code.

RFP No. 04802398

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS
ATTACHMENT F

INSTRUCTIONS TO BIDDERS

F-1. OVERVIEW

F-1.1 All provisions of these specifications apply equally to proposed new construction and existing facilities, including facilities currently occupied by the state.

F-1.2 The sole purpose for this RFP is to provide a facility from which to deliver services to the citizens of the State of Missouri and/or conduct the business of the state. It is essential the facility be readily adaptable to the functional needs of the program. Therefore, the state must have the latitude to arrange the interior of the facility (reception area, offices, conference room(s), restroom(s), etc.) to the fullest extent possible. Bidders must identify and attach any and all restrictions (permanent walls, plumbing locations, mechanical equipment, etc.) to the Proposal Form. If such restrictions are not identified and attached, the Bidder must assume full responsibility for constructing, remodeling and/or renovating the facility in accordance with the state's needs.

F-1.3 Please visit our web site at **http://www.oa.mo.gov/fmdc/leasingoperations/index.shtml** to view the Mission Statement, Current Statewide Bidders List, Bidders Application, Upcoming RFPs, State Regulations Governing Leasing, Leasing Policy and Process, and Inventory of Leases.

F-2. PREVAILING WAGE

F-2.1 Prevailing Wage, RSMo 290.220, declares the policy of the State of Missouri to be "that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed shall be paid to all workers employed by or on behalf of any public body engaged in public works exclusive of maintenance work." Lessors who construct or renovate property for lease to the State of Missouri are deemed to be employing workers on behalf of a public body and must pay the prevailing wage to all workers employed thereon when the cost of the construction or renovation exceeds $25,000.00. Attachment L to this RFP is a listing of the prevailing wage for all crafts in the specified area.

F-2.2 The successful Bidder/Lessor shall forfeit to the state $10.00 per worker, per day, for each calendar day or portion thereof such worker is paid less than the said prevailing wage for any work done under said contract by the contractor or subcontractor.

F-2.3 The successful Bidder/Lessor shall maintain accurate records pertaining to wages paid all workers employed on the project for a period of one year following completion of the project.

F-2.4 Upon completion of the project, an affidavit must be submitted to the Division of Facilities Management, Design and Construction (FMDC) certifying that the Lessor, his general contractor and all subcontractors have fully complied with the Prevailing Wage Law.

F-2.5 All questions regarding the Prevailing Wage Law should be addressed to the Department of Labor and Industrial Relations, Division of Labor Standards, Prevailing Wage Section, 3315 West Truman Boulevard, P.O. Box 449, Jefferson City, Missouri 65102-0449.

F-3. SUBMITTING A PROPOSAL

F-3.1 All proposals must be submitted in a sealed envelope or package; all proposals must be received and officially stamped with the date and time at 301 West High Street, Room 730, Jefferson City, Missouri 65101, no later than the exact time specified in the RFP. No proposal will be opened or accepted if received after the specified time for receiving proposals. The sealed envelope or package containing a proposal should be clearly marked on the outside with the enclosed completed green and white Identification Label. The Bidder must assume full and total responsibility for assuring the proposal is delivered to the specified location prior to the specified time and date.

F-3.2 All proposals should be submitted on the Proposal Form provided by FMDC (Attachment D). Any proposal not submitted on the Proposal Form may be rejected. No telephonic, telegraphic or facsimile bids will be accepted. If more than one proposal is being submitted by a Bidder, each proposal should be packaged individually within the sealed envelope to ensure each proposal is recognized and read.

F-3.3 Bidders must list and describe on a separate sheet any and all variances from these specifications (i.e. Instructions to Bidders, Specifications for Office Space and any and all other attachments), append said sheet to the Proposal Form and place an "X" in the "Variance Requested" box on the Proposal Form indicating these variances are a condition of the bid. Otherwise, the Bidder will be expected to perform in strict compliance to all specifications and attachments contained in this bid package, Notice of Award and the Lease.

F-3.4 In order to avoid misunderstandings, written inquiries are strongly encouraged and such inquiries should be received at least 14 calendar days prior to the specified opening date.

F-3.5 Bidders may withdraw their proposals at any time prior to the scheduled closing time for receipt of bids, but no bid may be withdrawn for a period of 90 calendar days following the scheduled bid opening date.

F-3.6 The Bidder should offer a firm, fixed annual Base Bid rental rate that remains constant throughout the life of the Lease. Proposals that include an increase in the Base Bid rate may be declared non-responsive and excluded from consideration for award.

F-3.7 Legislative Districts: The Bidder should specify on the Proposal Form the Senatorial and Representative District in which the proposed property is located. This information is necessary in order to address legislative notification responsibilities.

F-4. SITE SELECTION

F-4.1 Bidders should make every effort to locate a suitable site prior to their bid submittal. However, at the time of the bid evaluation, the Bidder must have identified a suitable site and, if requested, provide to the evaluation committee written documentation of an option to purchase or ownership of said property. Failure to provide this documentation is grounds for the rejection of the Bidder's proposal and forfeiture of bid surety.

F-4.2 The successful Bidder has 30 days from the date of the Notice of Award to provide to the state documentation demonstrating ownership of the selected site, if requested. Failure to provide this documentation is grounds for withdrawing the award and forfeiture of bid surety. If, at a future date it is determined that the selected site will not be able to be used, the state, at its option, will work with the successful Bidder to locate a new site with no increase in awarded dollar amount. If a suitable site cannot be located, the state will withdraw the award, in accordance with paragraph F-6.1.

F-5. SERVICES

F-5.1 Light Bulbs: The Bidder, as part of the Base Bid rental rate, must furnish and install all fluorescent and incandescent lights. Replacements must be provided and installed as needed to maintain lighting levels.

F-5.2 Pest Control: The Bidder, as part of the Base Bid rental rate, must provide and pay for effective and safe pest control (insect and rodent).

F-5.3 Lawn Care: The Bidder, as part of the Base Bid rental rate, must provide general lawn care and maintenance to include, but not be limited to, cutting and trimming grass on all sides of the premises, removing all weeds, debris and trash, trimming all shrubs and removal of litter from the parking lot to insure a well-maintained appearance.

F-5.4 Snow & Ice Removal: The Bidder, as part of the Base Bid rental rate, must provide snow and ice removal from sidewalks and parking lot. All accumulation should be removed prior to 7:30 a.m. of each workday. Driving lanes should be cleared during working hours if snow or ice accumulates.

F-5.5 Trash Removal: The Bidder, as part of the Base Bid rental rate, must provide trash receptacles and removal at least one time per week.

F-5.6 Parking: The Bidder, as a part of the Base Bid rental rate, should provide a parking area as specified in Attachment G and Attachment A.

F-5.7 Utilities and Janitorial: Proposals in which the Lessor provides utilities and janitorial services must identify the annual charge for the Lessor to provide the services. This charge should be entered on the Proposal Form as a separate charge from the Base Bid rental rate, even if the proposed area is not or cannot be metered independently. If the premises cannot be metered independently, the Bidder must so state on the Proposal Form.

F-5.7.1 If the Bidder is unable or unwilling to offer the state the option of a base bid rental rate excluding utilities and janitorial services, the Proposal Form should clearly state that the premises are only offered at a single rental rate.

F-5.8 Any special conditions, rules or requirements by the Lessor pertaining to the occupancy of the proposed premises must be stipulated on the proposal.

F-5.9 Public Transportation: When public transportation is available within the requested geographic boundaries, access should be provided within a one-block radius of the proposed site.

F-6. BONDING REQUIREMENTS

F-6.1 A surety document in the form of a cashier's check or bid bond, payable to the State of Missouri in the amount as indicated in Attachment A, must accompany the submitted proposal and be fully and immediately negotiable for 90 calendar days following the date of bid opening. No negotiable instrument other than a cashier's check or bid bond will be accepted. This surety document may be forfeited in the event the Bidder fails to comply with the terms and conditions of the RFP and his proposal.

F-6.2 The surety document submitted by unsuccessful Bidders will be returned at the time the Notice of Award is issued to the successful Bidder or at the end of the 90 day period upon written request by the Bidder.

F-6.2.1 The surety document may, at the sole discretion of the state, be returned prior to the 90 day period upon written request by Bidder.

F-6.3 The successful Bidder must submit a surety document guaranteeing performance in accordance with the specifications and proposal within 30 calendar days of issuance of the Notice to Proceed. This surety document must be in the form of a cashier's check or a performance bond, made payable to the State of Missouri in the amount indicated in Attachment A, and fully negotiable for 12 months from the Notice to Proceed. The initial surety document submitted with the Bidder's proposal will be returned immediately upon the state's receipt of the surety document guaranteeing performance. No negotiable instrument other than a cashier's check or performance bond will be acceptable.

F-6.4 The successful Bidder's surety document may be forfeited in part or in full if the successful Bidder fails to accept a lease, fails to fully comply with all provisions of the specifications and award or if the premises are not available for occupancy on the specified date.

F-6.5 The cashier's check or performance bond will be returned following the state's inspection of the premises and issuance of a "Certificate of Conditional Acceptance." (See F-10.2)

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-7. STATE RIGHTS/RESPONSIBILITIES

F-7.1 FMDC is the exclusive representative of the state in all real estate leasing transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or group including the agency occupying or to occupy the premises, other than FMDC, shall interpret, define or explain any part of these specifications or obligate the State of Missouri in real estate leasing transactions in any form; verbal, written or otherwise. Any questions regarding the bid process, specifications, Lease or authority must be directed to the individual identified on the cover page of this document.

F-7.2 The state reserves the right to reject any and all bids and waive all variances and informalities in bids. The Lease contract will be awarded to the lowest and best Bidder, in writing only, by FMDC.

F-7.3 If no responsive or acceptable bids are received, the state may, at its sole option, initiate a new bid process or enter into negotiations with selected individuals to provide the premises.

F-7.4 Any signage displayed on the premises during construction or renovation that refers to the State of Missouri or any of its agencies or offices must have prior written approval of FMDC.

F-7.5 The state will award the Lease to the Bidder offering the "lowest" and "best" proposal with 75% consideration given to "lowest" and 25% consideration given to "best." Unless noted, all stipulations set forth in the RFP represent minimum acceptable standards. When assessing "best," additional consideration may be given to proposals offering features, equipment, services and auxiliary fiscal benefits that exceed minimum acceptable levels. (See Attachment I for details.)

F-7.6 The state must have the right to "screen" all member(s) of the janitorial workforce for criminal records.

F-8. ARCHITECTURAL DRAWINGS

F-8.1 Within ten calendar days of issuance of the Notice of Award, the successful Bidder must submit a footprint. The footprint should include the following items: columns, plumbing, windows, exterior doors and mechanical rooms. The footprint must include all interior and exterior dimensions and note any variances.

F-8.2 Within 60 calendar days of issuance of an approved floor plan by FMDC, the successful Bidder must submit documentation to demonstrate that the facility will be in full compliance with the Specifications for Office Space (Attachment G) and other pertinent requirements of the specific bid package. This documentation should include, but not be limited to, the following plans and specifications:

1. Site Plan/Elevations/Contour Lines
2. Plans/Elevations
3. Building Sections Plan
4. Plumbing Plan
5. HVAC Plan
6. Electrical Plan
7. Door and Window Schedule
8. Plans/Elevations for ADA Compliance
9. Tabulation of the structure load, including design and code requirements which must be noted on the drawings.

F-8.2.1 The above-mentioned plans and specifications must be prepared and sealed by an architect and professional engineer registered with the State of Missouri. A minimum of three sets of the final plans and specifications must be submitted.

F-8.3 Said plans and specifications must be sent to:

Division of Facilities Management, Design and Construction
Real Estate Services Section
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102

F-8.3.1 Architectural Drawings: If possible, the architectural drawings should also be submitted on a computer disk. The software the state's system supports is AutoCad release 2000 DXF or DW6 format. The drawings may also be submitted via the Internet. Other CADD systems may also be compatible. Contact FMDC Leasing Coordinator for additional information.

F-8.4 The Bidder must assume full responsibility and liability for the actions of the architect, professional engineer, contractor(s) or subcontractor(s) for compliance with these specifications. All field verifications are the responsibility of the architect, professional engineer, contractor(s) or subcontractor(s).

F-8.5 Receipt of documents later than 60 calendar days after issuance of an approved floor plan may constitute grounds for withdrawal of the award and forfeiture of the surety document. The drawings and specifications shall be reviewed by FMDC and the Tenant within 30 days of receipt for compliance with provisions of the RFP. This review should not be interpreted as an endorsement or approval of design or construction plans, materials or codes. The state reserves the right to require changes in the documents or to reject changes proposed by the Bidder. Upon review of the documents (and if changes are required, receipt of corrected documents) by FMDC and the Tenant, the Bidder shall receive a written Notice to Proceed from FMDC. A Limited Notice to Proceed may be issued to the Bidder upon written approval by the state. Construction or renovation of the premises should not proceed until a written Notice to Proceed or Limited Notice to Proceed is received by the successful Bidder. Work performed on the project prior to receipt of a written Notice to Proceed will be solely at the risk of the Bidder. No deviations from the floor plan and specifications will be allowed without re-submission to and written approval from FMDC.

F-8.6 Review of the plans and specifications and inspections at the site by the State of Missouri shall in no way absolve the Lessor of any United States or State of Missouri requirements or supplant any requirements, inspections, licenses, ordinances, etc., required by the political subdivision in which the construction or renovations shall take place.

F-8.7 The provision requiring submission of plans applies equally to proposed new construction and existing facilities, including facilities currently occupied by the state.

F-9. INSPECTIONS

F-9.1 Representatives of the State of Missouri shall inspect the premises periodically to determine whether or not the premises are in compliance with the terms of the specifications and proposal. If deficiencies are discovered, the Lessor will be notified and directed to correct the deficiencies. Upon notification from the Lessor that all deficiencies have been corrected, the state shall perform a second inspection within 30 days.

F-9.2 Should the state's on-site inspections reveal noncompliance with codes, ADAAG or state specifications, the Lessor will be formally notified of such findings and required to correct the deficiencies within a specified time period. In the event corrective action is not taken within 30 days or the specified time period, rental payments may be withheld until the deficiencies are corrected.

F-9.3 The state will inspect the premises conditional acceptance and for compliance no more than two times at the state's expense. If more than two inspections are required to confirm compliance, the state may, at its sole option, require reimbursement for any and all expenses associated with additional inspections at a rate of $40.00 per hour to include travel time from portal to portal.

F-9.4 The premises must comply with all provisions of these specifications and the Lease for the full term of the Lease (initial and extension periods). No inspection or certification will relieve the Lessor from compliance with these specifications and the Lease.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-10. OCCUPANCY

F-10.1 The target dates for completion and occupancy are as specified in Attachment A. The Bidder must specify on the Proposal Form the number of days needed for construction/build out from the Notice to Proceed. The number of days specified in the bid proposal will be added to the date of the Notice to Proceed to determine the completion date.

F-10.2 Certificate of Conditional Acceptance: FMDC will issue a Certificate of Conditional Acceptance when the facility is substantially completed and can be safely occupied. Issuance of the certificate shall not be arbitrarily withheld. The Certificate of Conditional Acceptance will specify when the rent shall begin. For a partial month, rent will be paid on a per diem basis. If the Lessor allows the Tenant to move in prior to issuance of the Certificate of Conditional Acceptance, the Lessor does so at its own risk and cost. The Lessor should provide 15 working days between completion and occupancy. This Certificate of Conditional Acceptance is in addition to (not in lieu of) any occupancy permit issued by a municipality.

F-10.3 The successful Bidder should notify FMDC 45 days prior to the completion date. The time between completion and occupancy will be used by the state to install wiring, systems furniture, perform inspection and occupy.

F-10.4 The successful Bidder will provide construction clean-up of the facility to a "broom clean" condition. This will include the "sealing" of all new vinyl floors, washing of all windows, cleaning of the restrooms and lounge, and vacuuming and "spot cleaning" of the carpet.

F-10.5 The premises must be available by the completion date stated. The initial period of the Lease herein proposed shall begin on the date specified on the Certificate of Conditional Acceptance and shall terminate on the next 30th day of June, unless otherwise specified.

F-10.6 In the event the premises are not available for occupancy on the specified date, the rental payment specified shall not be paid until the premises are occupied. In addition, liquidated damages in the amount of two times the daily rental rate will be assessed against the Bidder for each 24 hour period occupancy is delayed. The daily rental rate shall be calculated as 1/365th of the annual rental rate as proposed. Further, it is mutually agreed that this sum is set out as the damage the state would suffer as a result of the Bidder's failure to comply with this provision. This sum will be deducted from normal rental payments.

F-11. LEASE

F-11.1 Attachment K is a copy of a standard Lease used by the State of Missouri. The successful Bidder will be required to enter into this Lease upon award of the bid. Bidders should not complete any parts of the sample Lease attached to these specifications. FMDC will prepare the Lease and send it to the successful Bidder for signature. Bidders should carefully review all provisions of the standard Lease to insure acceptability. No alterations to the basic provisions and format of the Lease will be made following the Notice of Award.

F-11.2 All rental payments will be made on a monthly basis in arrears and are payable on the last day of the month for which payment is due and owed. The state may require the Lessor to receive monthly rental payments through direct deposit of funds.

F-11.3 The Lessor shall permit the Lessee to modify and maintain ownership of the data/telecommunication (d/t) systems necessary for the Tenant's business throughout the term of Lease. Upon termination of the Lease, the ownership of the d/t wiring will become the property of the Lessor.

F-11.4 The Lessor shall be responsible for the repair and maintenance of the building and all equipment and fixtures furnished by the Lessor. Additionally, the Lessor is responsible for all property taxes and insurance. The Lessee cannot assume responsibility for repair and maintenance of leased property.

F-11.5 The Lessor may, at a reasonable time and with the approval of Lessee's authorized representative, enter the premises to perform inspections and maintenance of the premises and property. Said approval by the Lessee shall not be arbitrarily withheld.

F-11.6 The Lessee, at its option, may sublease all or a portion of the demised space to any governmental, not-for-profit or private entity. When major changes in tenancy are planned, the Lessee will notify the Lessor of its intentions and request concurrence from the Lessor of the proposed changes. The Lessor will not arbitrarily withhold such concurrence.

F-11.7 It is understood between the Lessor and Lessee that moneys to fund rental and all other payments due under this Lease are annually appropriated by the Missouri General Assembly for one fiscal year beginning on July 1. It is further understood and agreed to by the Lessor and Lessee that this Lease shall not be binding upon the Lessee or Lessor unless and until general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been received from the United States Government for payment of rent or for any other payment under this Lease on behalf of the Lessee for any fiscal year during the initial period or extension period of the Lease.

F-12. RENEWAL AND EXTENSION PERIOD(S):

F-12.1 The initial period of the Lease shall commence upon acceptance of the facility and issuance of the Certificate of Conditional Acceptance and end June 30.

F-12.2 The Lessor must grant the option to renew said Lease for one-year periods, called renewals.

F-12.3 The Lessor must grant to the Lessee the option to extend the Lease for three two-month periods following the expiration date at the same rental rate, as paid during initial Lease. Lessee must notify Lessor of its intent to exercise the extension no later than 60 days before the expiration of the Lease or 30 days before the expiration of any extension period.

F-12.4 Prior to issuance of the Notice to Proceed the Bidder may request and the state may grant one additional year to the Lease if the first year of the Lease is for less than nine months.

F-13. NET RENTABLE SQUARE FOOTAGE

F-13.1 Net Rentable Area - Single Tenancy Floor: Net rentable area of a single tenancy floor, whether above or below grade, shall be computed by measuring to the inside finish of permanent outer building walls or from the glass line where at least 50% of the outer building wall is glass. Net rentable area shall include all areas within outside walls, less stairways, elevator shafts, flues, pipe shafts, vertical ducts, airlock entries, air conditioning rooms, fan rooms, janitorial closets (unless requested), electrical closets and other such rooms and their enclosing walls not available to the Tenant for its furnishings and personnel. Restrooms exclusively serving the Lessee and guests shall be included in the net rentable area. No deductions shall be made for columns, pilasters or other structural projections. No other area(s) will be considered in calculating net rentable area. (See Attachment B for details.)

F-13.2 Net Rentable Area - Multiple Tenancy Floor: The net rentable area of a multiple tenancy floor, whether above or below grade, shall be the sum of all net rentable areas on that floor. The net rentable area of an office on a multiple tenancy floor shall be computed by measuring to the inside finish of permanent outer building walls, or to the glass line if at least 50% of the outer building is glass, to the office side of corridors common to all Tenants and/or other permanent partitions, and to the center of partitions that separate the premises from adjoining rentable areas. Stairways, elevator shafts, flues, pipe shafts, vertical ducts, airlock entries, air conditioning rooms, fan rooms, janitorial closets (unless requested), electrical closets and other such rooms and their enclosing walls not available to the Tenant for its furnishings and personnel shall be excluded from net rentable area. No deductions shall be made for columns, pilasters or other structural projections. Restrooms exclusively serving the Tenant and guests shall be included in the net rentable area. No other area(s) will be considered in calculating net rentable area. (See Attachment B for details.)

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-14. MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION: In accordance with Executive Order 05-30, issued September 8, 2005 the successful Bidder is encouraged to utilize minority and/or women owned businesses (M/WBE) on all contracts of $100,000.00 or greater. It is intended that the 10% MBE and 5% WBE is desired. The targets may be met through the use of prime contractors, subcontractors, joint ventures, or other arrangements that afford meaningful opportunities for (M/WBE) participation.

F-15. FILING AND PAYMENT OF TAXES

F-15.1 In accordance with Section 34.040.6 RSMo, the Division of Facilities Management, Design and Construction is precluded from contracting with a vendor or its affiliate who 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 RSMo 144.

F-15.2 In order for the Division of Facilities Management, Design and Construction to be able to consider your proposal, you must verify that you are either registered to collect sales and/or use tax in Missouri, or you are not making retail sales of tangible personal property or providing taxable services in Missouri. You can provide this verification by submitting an official "Vendor No Tax Due" certificate if you are properly registered to collect and have properly remitted sales and/or use tax, or if you are not making retail sales in Missouri.

F-15.3 A bidder/lessor should include the "Vendor No Tax Due" with your bid proposal.

F-15.4 A bidder/lessor must provide a “No Tax Due” to FMDC prior to receiving a Notice of Award or entering an Extension Period.

F-15.5 Failure to maintain compliance with chapter 144, RSMo throughout the term of a lease contract, may also result in termination of said contract.

F-15.6 A certificate of vendor no tax due can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

F-15.7 If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a certificate of vendor no tax due can be issued.

F-15.8 A certificate of vendor no tax due can be obtained by contacting the Missouri Department of Revenue, Division of Taxation & Collection, P. O. Box 3666, Jefferson City, MO 65105-3666. You may also call (573) 751-9268, fax (573) 522-1265, or email taxclearance@dor.mo.gov. For walk-in assistance, you can visit a Tax Assistance Center near you:

Jefferson City
301 W. High St., Rm. 330

St. Louis
3256 Laclede Station Rd., Ste. 101

Kansas City
615 E. 13th St., Rm. 127

St. Joseph
525 Jules, Rm. 314

Cape Girardeau
3102 Blattner Dr., Ste. 102

Joplin
1110 E. 7th St., Ste. 400

Springfield
149 Park Central Square, Rm. 313

F-15.9 Additional information regarding Section 34.040.6 RSMo is available on the Department of Revenue's website at http://www.dor.mo.gov/tax/business/sales/hb600.htm.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-16. MISSOURI SERVICE DISABLED VETERAN BUSINESS PREFERENCE: Any bidder eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete ATTACHMENT O, MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE and provide the specified documentation in accordance with the instructions provided therein.

RFP No. 04802398

STATE OF MISSOURI FACILITIES SPECIFICATIONS AND DEFINITIONS
ATTACHMENT G

SPECIFICATIONS FOR OFFICE SPACE

G-1. BUILDING SITE

G-1.1 The premises must not be located in an area designated as a hazardous waste, landfill or designated wetland area and must be served by a Department of Natural Resources approved water site and sewage system. The premises should not be located in an area designated as a 100 year flood plain.

G-1.2 All square footage must be contained in one building; multiple buildings are not acceptable. The required square footage represents the square footage needed to meet the Tenant's operational requirements. Because of structural variations, which may affect floor plan layout, a Bidder may need to utilize more than the required square footage to provide the design flexibility necessary to accommodate the operational needs of the Tenant within the proposed facility. However, the Bidder should bid the required square footage and explain any excess square footage as a variance.

G-1.2.1 All proposals will be evaluated on the required square footage specified above at the proposed rental rate. Proposals offering less than the required square footage will be judged non-responsive and eliminated from consideration. Proposals offering more than the required square footage may be judged non-responsive and eliminated from consideration.

G-2. CODES, STANDARDS AND GENERAL REQUIREMENTS

G-2.1 The premises must, at a minimum, conform to the following codes, standards and general requirements, as well as local model building code, ordinances and requirements in effect at the time the RFP is released. In the event of a conflict the most stringent shall apply.

G-2.1.1 The Bidder/Lessor shall be responsible for providing or securing all certificates, permits, construction, supervision, labor, materials, tools and construction equipment necessary for the execution and completion of the premises in compliance with the specifications, Proposal Form and Prevailing Wages.

G-2.1.2 The premises must meet all building codes according to the latest published edition of International Building Codes.

G-2.1.3 Life safety provisions and exitway arrangements must conform to the latest published edition of the NFPA 101 where applicable.

G-2.1.4 Building construction/finishes should be of commercial grade quality.

G-2.2 Alarms and Fire Extinguishers

G-2.2.1 Where required by code, the premises must be equipped with a fire and/or smoke protective signaling or automatic fire detection system which meets the requirements of the aforementioned codes and all local building codes, fire codes and requirements. All fire and smoke alarm systems must be in accordance with ADAAG, Sections 4.1 and 4.28. All telephone lines installed for fire and emergency reporting must be in compliance with local building codes and fire codes.

G-2.2.2 Fire extinguishers must be furnished and maintained in accordance with National Fire Code #10; a minimum of two five-pound, ABC rated extinguishers must be provided. However, additional fire extinguishers must be provided when the maximum travel distance to any one fire extinguisher location exceeds 75'.

G-2.2.3 Fire Extinguisher Inspection: All fire extinguishers must be inspected and maintenance performed a minimum of one time per year by trained personnel. All inspection records must be signed and maintained by the inspecting official. A copy of this record should be provided to the Tenant.

G-2.2.4 All fire extinguishers out of service for maintenance or recharge must be replaced by a spare of equal or greater rating.

G-2.3 All plumbing for the exclusive use of the state and guests should meet the latest edition of the International Plumbing Code. All plumbing fixtures should be equipped with individual stops.

G-2.4 All electrical equipment and wiring should meet or exceed the requirements of the latest edition of the National Electrical Code, published by NFPA. All fixtures, receptacles and switches must be Underwriter Laboratory (UL) approved.

G-2.5 All Heating, Ventilating and Air Conditioning (HVAC) systems must conform to the National Fire Protection Association (NFPA) requirements and must be designed in accordance with the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) handbooks and standards. All buildings over 10,000 square feet must meet ASHRAE 90.1 on new construction.

G-2.5.1 In accordance with Section 319.200 - 319.207, RSMo, all buildings must comply with Seismic design and construction, in accordance with IBC or local adopted codes.

G-2.5.2 Public Law 101-336, The Americans with Disabilities Act (ADA), which was signed into law on July 26, 1990, and became effective January 26, 1992, prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications and activities of state and local government. Therefore, the State of Missouri will only lease premises that fully comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). For further information concerning specific provisions of ADAAG contact:

President's Committee on Employment of People with Disabilities
1331 F Street, NW, 3rd Floor
Washington, D.C. 20004
Phone: (202) 376-6200

NOTE: The United States Internal Revenue Code contains provisions permitting tax credits/deductions for small businesses that incur renovation expenses related to compliance with the Americans with Disabilities Act. IRS Publication No. 907, providing information on the provisions, may be obtained by calling 1-800-829-3676.

G-2.6 Asbestos: Friable asbestos, as defined in the Environmental Protection Agency (EPA) Pamphlet, Guidance for Controlling Asbestos Containing Materials in Buildings, revised June 1985, and A Building Owner's Guide to Operational and Maintenance Program for Asbestos Containing Materials, revised July 1990, must not be present in the space to be leased or anywhere in the building.

G-2.7 Accessibility

G-2.7.1 The building and premises must be handicapped accessible as defined by ADAAG, enacted by the Federal Government on July 26, 1990, which became effective January 26, 1992.

G-2.7.2 All state leased land, buildings and equipment must be accessible to and usable by clients and employees. All construction and renovation shall conform to specifications set forth by ADAAG.

G-2.7.3 All exits required by code must have adequate means of egress for disabled individuals as defined by ADAAG, Sections 4.1, 4.2, 4.3, 4.4, 4.5 and 4.8. The primary and employees' entrance to the facility must be fully accessible for disabled persons.

G-2.7.4 The premises must be barrier free, allowing persons (guests and employees) direct access to the office and all activity areas. Accessibility will be furnished in accordance with ADAAG, Sections 4.1, 4.2, 4.3, 4.4 and 4.5.

G-2.8 Water Coolers: All required water coolers must be hi-lo (or equivalent) refrigerated type water cooler(s) of sufficient capacity and must be accessible for disabled persons in accordance with ADAAG, Sections 4.1 and 4.15.

G-2.9 Elevators: A minimum of one commercial type passenger elevator must be provided if the proposed Lease area and/or access to the proposed area is not on a single level. The elevator must be accessible for disabled persons in accordance with ADAAG, Sections 4.1 and 4.10, and ASME A17.1-1990. The elevator must have a telephone available for use in emergency.

G-2.10 Restrooms

G-2.10.1 Each restroom should have a minimum of one mirror, soap dispenser, towel dispenser, toilet paper dispenser and waste receptacle of commercial quality. A female hygiene product waste receptacle should be installed within all women's privacy partitions. Privacy partitions must be provided when any restroom contains more than one water closet and/or urinal. Restroom signage must comply with ADAAG, Sections 4.1 and 4.30.

G-2.10.2 All restrooms and restroom furnishings must be accessible for disabled persons and individuals in wheelchairs in accordance with Figure 30(a) or Figure 30(a-1) of ADAAG. All restrooms must meet ADAAG, Sections 4.1, 4.16, 4.17, 4.18 and 4.19.

G-2.10.3 Each restroom should be equipped with a floor drain to handle accidental water overflows.

G-2.10.4 Single use restrooms must have privacy, bedroom or bath lock installed on door. (The button automatically releases when the inside lever is turned or the door is closed.)

G-2.10.5 Commercial grade toilets with power flush or flush valve should be provided in all restrooms and urinalysis rooms (UA).

G-2.10.6 The client restroom(s) should have an electrical hand dryer.

G-2.10.7 All toilets must meet the 1,000 grams single flush, as listed in the latest edition (MaP) Maximum Performance Testing of popular toilet models.

G-2.11 Parking

G-2.11.1 The total number of required parking spaces should be provided per the Attachment A.

G-2.11.2 The parking area(s) should be located on or immediately adjacent to the facility (metro area - within 100 yards of the facility); travel between the parking area and facility must be by a direct, safe and accessible route. The preferred location for disabled parking is adjacent to the main entrance. The access between the public street and the parking area should be of a hard surface, all weather type material. Each space should be a minimum of 9' X 20'. All driving lanes between double parking spaces should be a minimum 25' in width.

G-2.11.3 All accessible parking spaces must be striped and signed in accordance with ADAAG. Appropriate access must be provided from each space to the main entrance in accordance with ADAAG, Sections 4.1, 4.6, 4.7 and 4.8.

G-2.11.4 Accessible spaces must be clearly identified with a sign reflecting the minimum fine of $50.00 through $300.00 for parking violations.

G-2.11.5 Standard parking stalls shall be marked with white paint. Other pavement markings and signage shall comply with MUTCD (Manual of Uniform Traffic Control Devices), as published by the U.S. Department of Transportation, Federal Highway Administration.

G-2.12 Building Signage

G-2.12.1 Interior signage that identifies permanent rooms and space, i.e. restrooms, conference rooms, lounge, area of refuge, etc., must be provided. All signage must comply with ADAAG, Sections 4.1 and 4.301.

G-2.12.2 Interior and exterior signage must be provided which gives direction to, or information about, operational areas in the facility which provide access for disabled persons and must comply with ADAAG, Sections 4.1 and 4.30.

G-2.12.3 Exterior signage identifying the state agencies will be furnished by the Lessor, if requested. The Lessor should provide space for the sign and install the sign on the front of the facility or an agreed upon location, whichever is more visible. (Ref. G-2.12.2)

G-2.13 Electrical

G-2.13.1 All exterior, restroom, lounge and coffee bar countertop electrical outlets must be Ground Fault Circuit Interrupter (GFCI) protected.

G-2.13.2 All general power circuits must be wired with a minimum of #12 wire and all electric cable must have copper conductors with a separate ground wire.

G-2.13.3 A minimum of one nominal 120V duplex receptacle must be provided for every 12 lineal feet of wall space, on each of the four walls in a private office and each of the three walls in a semi-private office.

G-2.13.4 All electrical breaker panels should have a minimum of 20% open breaker capacity. (All circuits must be a minimum of 20 amps or greater depending on the intended use for the circuit.)

G-2.13.5 When systems furniture is utilized by the Tenant, the Bidder must provide compatible electrical hook-ups and make the final connection to the systems furniture. Power poles are not acceptable. Electrical feeds to systems furniture must be powered to the equivalent of four 120V duplex receptacles for general power per cubicle.

G-2.13.6 Each workstation location must have one dedicated 120V duplex receptacle with a maximum of six duplexes per circuit, an outlet for general electrical and a data/phone box with 1" conduit. Dedicated circuits must be wired with a neutral and a separate ground, wired to the panel. Additional dedicated circuits must be placed at designated locations to accommodate printers, copy machines, etc. (Ref. E-16)

G-2.13.7 All duplex receptacles should be labeled and numbered. Dedicated duplexes should be marked with a distinctly colored faceplate.

G-2.13.8 The lounge must have a minimum of six dedicated 120V duplex receptacles on two circuits to accommodate vending machines. This is in addition to the general electric. The coffee bar must have a minimum of two dedicated 120V duplex receptacles.

G-2.13.9 The copier room(s) should have two dedicated 120V circuits in addition to the general electric.

G-2.14 Lighting

G-2.14.1 Lighting design should meet the latest edition of ASHRAE 90.1.

G-2.14.2 Interior Lighting Fixtures should be fluorescent with diffusers. All fixtures should comply with the following specifications: fixtures should contain F32T8/35K lamps with an electronic instant start ballast or

equivalent; and individual occupancy sensors should be provided to control lighting in all private rooms, with override switches provided.

A minimum of 50 footcandles must be provided in all areas. The interior lighting should be ballast to provide "night lighting" at the entrance and exits. Approximately 5% of the space shall be lighted at night.

G-2.14.3 Emergency and Exit Lighting: Emergency lights must be provided in the office area. Entrances and exitways shall be clearly illuminated by emergency lighting. Emergency lighting must have two energy sources; one being a reliable type of rechargeable batteries. Changeover time between energy sources shall be no more than ten seconds. Exits and exit access, as required, shall be marked by approved illuminated signs readily visible from any direction of access. The light source for the exit signs shall be electroluminescent (EL), light emitting diode (LED), tritium or self luminous. Exit signs shall have an emergency lighting mode. Lessor must inspect emergency and exit lighting systems quarterly. Any malfunctioning equipment shall be immediately repaired or replaced.

G-2.14.4 Outdoor Lighting: All exits and the exterior of the building should be lighted in accordance with the latest edition of ASHRAE 90.1, (reference Table 9.3.2) metal halide lamps may be used for spotlighting signs or other displays. Outdoor lighting should be controlled by means of a photocell that automatically turns off the exterior lighting when daylight is available, or by a timer located where the Tenant can easily access.

G-2.14.5 Parking Lot Lighting: The parking lot should be lighted to maintain a minimum of ½ footcandle per square foot.

G-2.15 Entrances and Exits

G-2.15.1 All entrances and exits to the facility must be illuminated, lockable, equipped with panic hardware and closers.

G-2.15.2 The main public entrance should be protected with an airlock vestibule with safety glass.

G-3. INTERIOR CONSTRUCTION REQUIREMENTS

G-3.1 Doors

G-3.1.1 Exterior Doors must be commercial grade; either solid core, insulated metal or safety glass with a metal frame. All exterior doors must be lockable, equipped with panic hardware, closers and must have weather stripping.

G-3.1.2 Interior Doors should be solid or solid core, metal frame, equipped with doorstops and passage hardware, except where noted otherwise.

G-3.1.3 Door Widths must be a minimum of 36" wide, in accordance with ADAAG, Sections 4.1 and 4.13.

G-3.1.4 Door Hardware must be lever-type or U-shaped, in accordance with ADAAG, Sections 4.1 and 4.13. Hardware should meet or exceed the Schlage Series A.

G-3.1.5 Door Locks must be provided for doors, as noted. All door hardware should meet or exceed Schlage Series A and should be keyed to a grand master, and individual locks as specified in the floor plan. A minimum of two keys should be furnished for each lock set, plus three grand master/master keys.

G-3.1.6 Sidelight windows on Interior Doors should be a minimum of 14" x 20" where specified.

G-3.2 Windows

G-3.2.1 All exterior windows should be stationary, double glazed with insulating glass. At a minimum, 15% of the exterior linear wall should be windows.

G-3.2.2 All windows should be equipped with vertical blinds or horizontal mini-blinds.

G-3.3 Insulation

G-3.3.1 Exterior walls should be insulated to the equivalent of R-19; for example, a 6" batt of fiberglass insulation is equivalent to R-19. Exterior walls must be sealed and draft free.

G-3.3.2 The roof assembly should be insulated to the equivalent of R-30 Roof Insulation, in facilities with suspended ceilings should not be installed directly on ceiling tiles.

G-3.3.3 Sound insulation should be provided in restrooms, lounges, data rooms, conference rooms and mechanical rooms at an STC rating of not less than 45. This includes all side walls and the ceiling above said rooms.

G-3.4 Ceilings and Walls

G-3.4.1 In all facilities the ceiling assembly should be constructed of commercial grade acoustical panel and grid or one layer of 5/8" TYPE-X sheetrock. Ceiling height should be a minimum of 9' and a maximum of 14' in all areas. All facilities must meet the provisions of the building codes.

G-3.4.2 Mechanical, electrical, file and supply/storage rooms must, at a minimum, meet the latest building codes.

G-3.4.3 Chair rail protection should be provided in all reception area(s), interview room(s), interview booth area(s), hearing room(s), one stop room(s), conference room(s), associated hallways, and circulation spaces. The chair rail shall be 4"- 6" wide and located at 32" to center from finished floor. All wall corners should be protected in the public and general office areas up to a height of 48" from finished floor, with a minimum width of 1-1/4".

G-3.5 Lounge/Coffee Bar

G-3.5.1 Lounge area should be equipped with a minimum of eight linear feet of 30" in height full top and bottom cabinets on the longest wall. A minimum 18 cubic foot refrigerator that is Energy Star certified, sink, garbage disposal and paper towel dispenser is also required.

G-3.5.2 Coffee bar area should be equipped with a minimum of five linear feet of full top and bottom cabinets, 18 cubic foot refrigerator, a sink, garbage disposal and paper towel dispenser.

G-3.6 Finishes

G-3.6.1 All paintable surfaces should be painted prior to occupancy. All paint used should be semi-gloss or egg shell latex enamel with a washable and scrub-able finish.

G-3.6.2 Carpet should meet or exceed the following specifications:

Face/Yarn Weight:	28 oz. minimum
Construction:	Tufted with unitary backing that guarantees a 20 lb. tuft bind
Dye Method:	Yarn or solution dyed
Fiber Content:	Branded nylon
Density:	5,500 oz. or greater per cubic yard
Gauge:	Minimum 1/8"
Stitches:	Minimum 8.0 per inch
Warranty:	Minimum 10 year commercial wear
Flammability:	Pass pill test, ASTM D-2859
Critical Radiant Flux:	Class I; not less than .45 watts ASTM E 648
NBS Smoke Density:	(ASTM E-662), less than 450

Static Control:	S/B AATCC-134, less than 3.5KV
Adhesive for Installation:	Solvent free

Carpet should be approved by the Carpet and Rug Institute's Indoor Air Quality Testing Program. If an existing facility with carpeting is proposed, the carpeting should be replaced. Carpeting should be provided in all areas except for restrooms, lounge, coffee bars, UA rooms, janitorial rooms, storage and lobby areas. These areas should have 1/8" vinyl resilient floor tile or equivalent.

G-3.6.2.1 If the Bidder takes a variance to the carpet specifications and the carpet the Bidder selects wears out, the Bidder will be required to replace the worn carpet at no cost to the state, including the cost to move Tenant furniture and equipment.

G-3.6.3 Finish materials in exitways must conform to ASTM E-84 flame spread rating of 0-25; corridors leading to exitways 26-75; offices and rooms 76-200; occupied basements 26-75 unless direct exit to outside is provided. Application of finishes must conform to code requirement relating to non-combustible backing, furring and fire-stopping.

G-3.6.4 Division of Facilities Management, Design and Construction (FMDC) must be consulted in the selection of all interior colors. Material samples must be submitted to FMDC for approval prior to installation. The sample must be accompanied by manufacturer's product data specifications. At a minimum, samples must be submitted for carpet, vinyl, paint, countertops, wall coverings, and vinyl cove base.

G-3.7 Growth Space: All growth space represents future office space requirements. Growth space should be built out completely as finished space. The type of space (open or private office) is indicated in Attachment A.

G-3.8 Janitorial Closet: The janitor's closet should be equipped with a mop sink with hot and cold water. A minimum of 10 lineal feet of storage shelves should also be provided.

G-4. HVAC SYSTEM

G-4.1 The HVAC system should meet the latest edition of ASHRAE 90.1.

G-4.2 The HVAC equipment/systems supplied must provide a means for air cleaning/filtering, dehumidifying, tempering and distribution. Air distribution must consist of receiving return air from the conditioned space, mixing it with outside air as required, tempering it and delivering it to the conditioned space. All private rooms should have a return air duct to maintain circulation.

G-4.2.1 The HVAC system must be sized to offset all loads as dictated by intended space usage, internal and external building gains and losses, loads created by infiltration and outside air brought into the building. The system must be sized in occupiable area(s) to comply with the minimum outside air requirements set forth in the latest edition of the ASHRAE Pocket Guide. In addition, the air circulation control system must be designed to maintain an inside temperature of 74 +/- 2°F in all areas of the building when outdoor temperature is between ASHRAE winter and summer design temperatures, i.e. economizer conditions.

G-4.2.2 Since outside air will be introduced into the system, some recirculation air must be exhausted. The system must be capable of exhausting recirculated air to the outside without the possibility of the exhaust air reentering the building immediately after exhaust. When the building is unoccupied the system may close the outside air inlet duct for temperature control of space. All private rooms should have a return air duct to maintain circulation. The Lessor must provide drawings clearly showing all ventilation airflow.

G-4.2.3 The HVAC system must be of a low velocity design with filtered and balanced supply air to each zone. Air leakage in supply and return ducts must be minimal. All ducts must be firmly supported and free of vibration. Sufficient balance dampers must be provided to properly balance the system. The air system should be essentially noise-free and meet minimum noise criteria levels per ASHRAE standards.

G-4.2.4 All HVAC systems, heating only, cooling only or heating and cooling, shall be controlled by a minimum of one thermostat. In addition, the environmental control systems must be designed and constructed so that each area within the building that has inherently different heating and cooling requirements can be individually controlled from within that area. For example, a row of south facing full height perimeter offices with windows may comprise one zone and an equally occupied interior space would be another. Special areas, identified as containing computers or other heat generating equipment, conference rooms and kitchens, all have inherently different heating and cooling requirements and therefore should have individual controls or zones.

G-4.2.5 The control system should provide for automatic night setback, having the capability to automatically control the HVAC system fans to run continuously during occupied times and only when heating or cooling is required during unoccupied times. The system should be able to switch from heating/cooling automatically.

G-4.2.6 The HVAC system capacity should be sized to allow for a warm-up (pick-up) cycle from a 10°F temperature set back.

G-4.2.7 Controllers for multi-zone reheat systems (excepting variable air volume) must be designed to satisfy the warmest zone with the highest cold air supply temperatures.

G-4.2.8 The air system controls should provide for an automatic humidity control per ASHRAE Comfort Standard 55, latest edition. Humidistats should be mounted on a wall in an accessible area.

G-4.2.9 Ventilation for the lobby, reception, interview room(s), interview booth(s), public restroom(s) or conference rooms, testing rooms and UA rooms should be on a separate HVAC zone from the rest of the facility and should exhaust a minimum of 150 cfm per room. For reception areas and conference rooms 300 square feet or larger, the exhaust should be sized for .5 cfm X the square feet of the room (e.g. a 400 square foot reception area X .5 = 200 cfm required per room). Ventilation fans should be remotely located.

G-5. DATA/TELECOMMUNICATIONS REQUIREMENTS

G-5.1 Data/Telecommunications (d/t) Room(s): The Lessor must provide a d/t room(s) to support specific equipment and wiring requirements. The room(s) should be centrally located, free of any electrical panels or water sources (i.e. hot water heaters, mop sinks, etc.) and must have a minimum of one 8' X 4' X 1/2" sheet(s) of plywood mounted on three walls horizontally (with the top edge at 7' and away from the wall 1-1/2") above the required electrical outlets. If the plywood extends beyond the length of one wall, it should be located on an adjacent wall. The mounting of the data equipment racks is the Lessor's responsibility. If a building has multiple data rooms, they must be connected by a minimum 3" raceway pipe to carry backbone and other connecting cable from room to room. The d/t rooms should be located directly above each other on a vertical plane within a multi-story building.

G-5.2 The Lessor must prepare the facility to accommodate the installation of d/t wiring by the Tenant (or contractor of the Tenant) to all workstations. Accessibility for wiring may be attained by utilizing enclosed ceilings, raised data flooring, the equivalent of Walker Duct, columns or systems furniture. Power poles are not acceptable. Additional d/t requirements are described in agency special requirements (Attachment C).

G-5.3 The Lessor must provide a raceway to accommodate service entry by the telephone company from the exterior of the facility to inside the d/t room. The specifications for the raceway should be obtained from the local service provider.

G-5.4 The Lessor must size raceways for a minimum of .18 square inch per workstation in the floor duct or raceway. Any raceway/conduit installed above a Sheetrock ceiling must be extended to be fully accessible. Additional information can be referenced in the Attachment C.

G-5.5 The Lessor is not responsible for the d/t cable/wire nor the required connector and cover. The Lessor must provide covers for any unused d/t boxes.

G-5.6 Environmental: The d/t equipment room must maintain an operating temperature range of 50° to a maximum of 80° Fahrenheit with a non-condensing, relative humidity of 20% to 70%, maintained 24 hours a day, seven days a week. The equipment in the d/t room will be operational 24 hours a day, seven days a week.

G-5.7 If the total Btu/hour of the controller/modem/data is less than or equal to 9,000 Btu/hour, a properly ventilated d/t room with a minimum of a 400 cfm, 120V exhaust fan controlled by a line/voltage/thermostat should keep the d/t room within the cooling limits specified above.

G-5.8 If the total Btu/hour of the controller/modem/data is greater than 9,000 Btu/hour, the HVAC system must be set up such that the d/t room has its own self-contained unit and is controlled to maintain the appropriate parameters as set forth above.

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ATTACHMENT H
JANITORIAL SERVICE SCHEDULE

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY
1. Empty all wastebaskets & replace liners as necessary.	X				
2. Wash and disinfect all wastebaskets.				X	
3. Thoroughly vacuum all carpet & spot clean as needed.	X				
4. Deep clean/wet extract all carpet.					X
5. Sweep/ mop all hard surface floors.	X				
6. Buff all hard surface floors		X			
7. Scrub all hard surface floors and re-coat floor wax			X		
8. Strip and wax floors (five coats of wax)					X
9. Clean/sanitize restrooms, using a disinfectant, supply paper towels/toilet tissue and sanitary dispensers, clean mirrors and polish fixtures	X				
10. Dust all flat surfaces, file cabinets, conference tables, shelves, & sills.		X			
11. Clean/disinfect water fountains	X				
12. Clean glass door and side glass panels; spot clean all other doors		X			
13. Clean supply and return vent registers			X		
14. Remove cigarette butts. Replace sand as needed	X				
15. Remove all trash and sweep 10' from all entrances/exits	X				
16. Remove all trash and debris from outside of building, including parking lot(s)		X			
17. Clean window blinds			X		
18. Remove cobwebs in all areas		X			
19. Clean interior windows					X
20. Clean and sanitize lounge/coffee bar area	X				
21. Clean lens covers on light fixtures			X		
22. Clean walls (wipe down) & baseboard, as needed		X			

The above is the minimum schedule of cleaning necessary. The Lessor shall furnish plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, sand for ash trays, entrance/exit mats, blood & bodily fluid clean-up kits, all cleaning products, Material Safety Data Sheets (MSDS), MSHP fingerprint background check and confidentiality oath sheet on each janitorial employee. In the process of performing the requirements of the contract, personnel may become aware of information required by law to be kept confidential. Therefore, personnel must not at any time disclose,

directly or indirectly, any information gained during the performance of the janitorial services. The state agency and/or lead tenant contact person shall have the right to deny access to the building to any of the personnel for any reason.

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STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS
ATTACHMENT I

PROPOSAL EVALUATION

(See Attachment J for overview of Bid/Evaluation/Award and Lease Process)

I-1. CRITERIA FOR EVALUATION: The Lease will be awarded to the Bidder offering a premises that is judged by the Division of Facilities Management, Design and Construction as being the lowest and best proposal offered. In judging the lowest and best proposal, 75% of the scoring will be attributed to the lowest responsive base bid annual cost and 25% to the best responsive bid.

I-1.1 All Bidders submitting responsive proposals with the required surety document will be offered an opportunity to meet with the individual or individuals performing the evaluation of the proposals. Proposals that do not include the required surety document or are obviously non-responsive will be eliminated from consideration.

I-1.2 All proposals will be evaluated based on the square footage set forth in the RFP. Proposals offering less square footage will be judged non-responsive and eliminated from consideration. Proposals offering more square footage may be judged non-responsive and eliminated from consideration.

I-1.3 The responsive proposal offering the lowest responsive base bid annual cost will be assigned .75 points. The number of points assigned to all other proposals will be determined by their relative position to the lowest priced proposal. For example, if two proposals are received, one for $50,000 and one for $45,000, 75 points will be assigned to the $45,000 proposal and 67.5 points to the $50,000 proposal.

$$\frac{\text{Lowest Responsive Base Bid Annual Cost}}{\text{Compared Cost}} \times \text{Maximum Cost Points} = \text{Cost Points}$$

$$\frac{45{,}000}{50{,}000} \times 75 \text{ points} = 67.5$$

I-1.3.1 If the RFP requests that proposals offer a one-time payment for a special provision, i.e., communication wiring and/or equipment, security devices, etc., the cost effectiveness of the one-time payment will be evaluated separately from the base bid.

I-1.3.2 If a variance is requested and accepted for part or all of Item F-5.6, the following will be added to the proposed rental rate.

Parking (annual cost)	$600.00 per space - outstate, Cole County
Parking (annual cost)	$900.00 per space - metro

I-1.4 An evaluation committee will meet with each Bidder to review the proposals and perform a comparative assessment of the relative benefits and deficiencies of the proposals using subjective judgment to determine the best proposal.

I-1.5 All Bidders must attend the bid evaluation. The Bidder will be expected to provide a detailed presentation of his bid proposal. Subjective points will be awarded based on a review of the proposal and the information provided during the presentation. Failure to attend the bid evaluation will result in a score of zero for the 25 potential subjective points.

RFP No. 04802398

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS
ATTACHMENT J

BID/EVALUATION/AWARD & LEASE PROCESS

J-1. Tenant submits information regarding operational needs and program requirements to Division of Facilities Management, Design and Construction (FMDC).

J-2. FMDC develops the Request for Proposal (RFP).

J-3. Advertisements for proposals are submitted to newspapers and RFPs or Invitations to Bid are sent by FMDC directly to individuals and organizations who have indicated interest.

J-4. FMDC receives and secures the sealed proposals until the specified date for bid opening.

J-5. FMDC conducts a public bid opening and reading on the specified date in their offices at 301 West High Street, Room 840, Jefferson City, Missouri.

J-6. FMDC records and secures all surety documents, makes a copy of the bids for state use and transmits a copy of the bids to the Tenant.

J-7. FMDC conducts an evaluation of the proposals in accordance with the published Lease Policy.

J-8. FMDC formally notifies the successful and unsuccessful Bidders. (This constitutes the Notice of Award and is contingent upon the successful Bidder's compliance with all provisions of the RFP and accepted Proposal Form.)

J-9. FMDC, in accordance with the published Lease Policy, schedules a pre-design meeting with the Bidder and Bidder's architect to devise an internal floor plan that accommodates the Tenant's operational needs. After the meeting, FMDC will provide the successful Bidder an acceptable floor plan.

J-10. Successful Bidder submits to FMDC the required plans, signed and sealed by an Architect/Engineer, and pertinent data for lease development.

J-11. FMDC reviews submitted plans and data in accordance with the published Lease Policy.

J-12. Following plan review and approval, FMDC issues the Notice to Proceed and establishes the actual completion and occupancy dates. Upon compilation of vendor and lease data, FMDC submits the Lease to Lessor for appropriate signature.

J-13. The Lessor returns the signed Lease to FMDC to obtain appropriate signatures of Lessee.

J-14. FMDC submits fully executed Lease to Lessor.

J-15. FMDC performs a physical inspection of the premises to validate conformity to specifications and approved plans and issues the Certificate of Conditional Acceptance. The Lessor will be notified of any deficiencies and be required to take corrective action within a specified time period.

ATTACHMENT K

SAMPLE
STATE OF MISSOURI
LEASE OF REAL PROPERTY

THIS LEASE, *No.*, made and entered into this *Day* of *Month*, *Year*, by and between *Name, Address, City, State Zip Code* (*State of Missouri Vendor Number*), hereinafter called the Lessor, and the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction, hereinafter called the Lessee, on behalf of the *Department*, hereinafter called the Tenant.

WITNESSETH: That the Lessor, in consideration of the covenants of said Lease hereinafter set forth, does by these presents lease to said Lessee, under the terms and conditions set forth, the premises described as follows:

Address, City (*County*), Missouri *Zip Code*, hereinafter called "premises" and consisting of *Net Rentable Square Feet*.

1. **TERM OF LEASE**

(a) The initial period of said Lease shall commence *Year*, and end June 30, *Year*.

(b) The Lessor grants to the Lessee the option to renew said Lease for ___ successive one-year periods, hereinafter called "renewal periods."

(c) The expiration of the final option period shall be June 30, *Year*.

(d) It is understood and agreed between the parties that the Lease is contingent upon the Lessee receiving appropriations therefore from the Missouri General Assembly. Monies are appropriated according to the State of Missouri's fiscal year, which begins July 1, and ends June 30. In the event that sufficient funds are not appropriated by the Missouri General Assembly for any fiscal year during this Lease, Lessee shall immediately notify Lessor of the event of non-appropriation. Lessee shall vacate the premises no later than July 1. The Lease shall be deemed to have expired of its own terms and Lessee shall have no further obligation hereunder.

2. **RENTS**

The annual rent shall be in the amount of ___ ***DOLLARS AND*** ___ ***CENTS ($___)***, payable monthly in arrears in the amount of ___ ***DOLLARS AND*** ___ ***CENTS ($___)***.

3. **RENEWAL TERMS**

(a) The Lessee shall be deemed to have exercised its option to renew said Lease for the succeeding one year period unless the Lessee notifies the Lessor, in writing, of its intent to vacate the premises not less than 60 consecutive calendar days prior to the expiration of any period for which the premises are let. The Lessee need not notify the Lessor of its intent to vacate at the end of the final renewal period.

(b) The Lessor grants to the Lessee the option to extend the Lease for three 2 month periods following the final renewal period at the same rental rate as paid during the final renewal period. Lessee must notify Lessor of its intent to exercise the extension no later than 30 days before the expiration of the final renewal period or 30 days before the expiration of any extension period.

(c) In the event the Lessee remains in possession of the premises after the expiration date of said Lease without extending the Lease or without executing a new Lease, the Lessee shall be deemed to be

occupying the premises as a Lessee from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Lease insofar as they are applicable to a month-to-month tenancy, except that the Lessor agrees to accept the said rental rate on a monthly basis until the premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

4. **CONSTRUCTION AND RENOVATION**

(a) The Lessor shall remodel, construct, and equip the premises in accordance with *RFP No.* and Bid Proposal, which are made a part hereof by reference, and the premises shall be prepared to the satisfaction of the Lessee. The building and premises must be accessible as defined by the Americans with Disabilities Act Accessibility Guidelines, enacted by the Federal Government on July 26, 1990, which went into effect January 26, 1992.

(b) In the event the Lessor fails to remodel, construct and equip the premises in accordance with Paragraph (4)(a) by the guaranteed occupancy date as stated in Lessor's Bid Proposal, liquidated damages in the amount of twice the per diem rental shall be assessed for each calendar day thereafter that the Lessee is prevented from occupying the premises by reason of such failure, and the rent provided for herein shall be forfeited and shall not be payable until the premises are ready for occupancy.

(c) Extensions of time for the date of occupancy may be granted by Lessee for delays due to abnormal weather, which actually impedes work progress. The records of the U.S. Weather Service for the last ten years for the time and place of occurrence of the abnormal weather shall be used to establish what is normal. Time extensions may also be granted for delays due to labor strikes, acts of God, fire, and non-delivery of materials by third persons, provided Lessor provides satisfactory evidence that the materials were ordered in sufficient time to support ordinary construction progress.

(d) The Lessor understands and agrees that all alterations, renovations and improvements, the cost of which exceeds $25,000.00 made to the premises during the life of the Lease including all extension periods, shall be made in accordance with requirements as set forth in Chapter 290, RSMo.

5. **SERVICES**

(a) The Less*ee/or* agrees to pay for the utilities of heat, air conditioning, water, sewer, light, steam, gas and electricity.

(b) The Less*ee/or* agrees to provide and pay for janitorial services, equipment and supplies, including paper products (restroom tissue, paper towels, etc.).

(c) The Lessor agrees to provide *Vehicle Parking Spaces* located on the premises or within a reasonable distance from the premises.

(d) The Lessor shall furnish all fluorescent, incandescent light bulbs and exterior lighting necessary on the premises. Thereafter, the Lessor shall furnish and the Lessor shall install replacements for all fluorescent, incandescent light bulbs and exterior lighting necessary on the premises.

(e) The Lessor shall permit the Lessee to install communication systems necessary for the conduct of the Lessee's business and said systems shall remain the property of the Lessee. Upon termination of this Lease, any data/telecommunications wiring enclosed within the walls or ceiling shall become property of Lessor.

(f) The Lessor will provide and pay for general garbage and trash removal from the premises.

(g) The Lessor agrees to direct and pay for removal of snow and ice from the sidewalks and parking area and to provide and pay for general lawn care.

(h) The Lessor agrees to provide and pay for effective and safe pest control (insect and rodent).

6. **USE OF PREMISES**

The Lessee agrees to use the premises for office space, so long as such use shall be deemed feasible by the Lessee, and the Lessee shall have the right to assign its rights under said Lease, in whole or in part, to any other governmental agency, subject to the same conditions of said Lease. Lessee may not assign its rights under said Lease to any non-governmental party without the written consent of the Lessor. The Lessee, at its option, may sublease all or a portion of the demised space to any governmental, not-for-profit or private entity. When major changes are planned, the Lessee will notify the Lessor of its intentions and request concurrence from the Lessor of the proposed changes. The Lessor will not arbitrarily withhold such concurrence.

7. **ALTERATIONS AND IMPROVEMENTS**

The Lessee shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises, which fixtures, additions or structures so placed upon or attached to the premises shall be and remain the property of the Lessee and may be removed and otherwise disposed of by the Lessee. The above changes or alterations shall in no way weaken or cause structural injury to the premises, and the altered part of the premises shall, upon removal by the Lessee, be returned to the condition existing prior to such change, alteration, installation, ordinary wear and tear excepted, if required by the Lessor.

8. **PREMISE MAINTENANCE**

(a) The Lessor shall maintain the premises in good repair and tenantable condition, including buildings, equipment, HVAC filters, fixtures and any other property furnished by the Lessor to the Lessee under said Lease. The Lessor will inspect emergency and exit lighting systems, fire extinguishers and heat and smoke detectors annually. Any malfunctioning equipment must be immediately repaired or replaced. Record of inspections shall be maintained and signed by the inspecting agent with a copy given to the Tenant agency. For the purpose of so maintaining the premises and property, the Lessor may, at reasonable time and with the approval of the Lessee's authorized representative, enter and inspect the premises and make any necessary repairs.

(b) In the event the premises fall into disrepair or untenantable condition arising from the Lessor's failure to perform maintenance as required by paragraph (8)(a), such that the Lessee or its employees' ability to safely or comfortably conduct business is substantially impaired, the Lessee shall notify the Lessor in writing of the general nature of the disrepair or untenantable condition. Lessor shall have 30 consecutive calendar days from the date of this notice to take whatever measures are necessary to correct the disrepair or untenantable condition to the Lessee's reasonable satisfaction. If the Lessor fails or neglects to take measures to correct the disrepair or untenantable condition within such 30 day period, then the Lessee may, at its option, (1) take measures to correct the disrepair or untenantable condition in compliance with applicable Missouri law and procedures governing the same and abate the cost of such corrective measures from the rent otherwise due without prejudice to other judicial remedies the Lessee may seek; (2) exercise its option to terminate said Lease without additional notice, vacate the premises, and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by the Lessee in vacating the premises and in finding a new location; or (3) withhold all rental payments pending correction of the disrepair or untenantable condition.

9. **DAMAGE OR LOSS OF PREMISES**

(a) The Lessee agrees to pay for any damage to the premises caused by the acts of Lessee or its employees, ordinary wear and tear excepted.

(b) If the premises are damaged or destroyed by fire or other casualty so as to render the premises untenantable, the rent shall be abated or reduced proportionately according to the usable square feet remaining on the premises as determined by the Lessor and Lessee until the premises are restored by the Lessor. The Lessor shall not be obligated to repair or restore the premises in the event of such damage. However, the Lessor shall notify the Director or Assistant Director, Division of Facilities Management, Design and Construction, in writing of its intent concerning repair and restoration of the premises within 15 consecutive calendar days after the date of such damage. In the event the Lessor elects not to repair or restore the premises, or in the event the Lessor elects to repair or restore the premises and they are not restored to a condition substantially as good as prior to such damage within 60 consecutive days from the date of such damage, the Lessee may, at its option, terminate the Lease by giving the Lessor **ten** consecutive calendar days written notice of its intent to do so, and the Lessor shall return to the Lessee any rent paid in advance for the period subsequent to the effective date of said notice.

10. **DISREPAIR**

If, at any time, during the period of said Lease a public official, agency, architect or professional engineer registered in the State of Missouri determines that the premises do not comply with building codes, ordinances and requirements or that the premises are not in an adequate state of repair, are disruptive to the Tenant services and program delivery, or are not safe for occupancy, Lessee shall notify Lessor of such fact and the Lessor shall respond within 24 hours with a proposed solution for correction of deficiencies. Lessor shall have any such deficiencies corrected within **five** consecutive calendar days of the date of such notice, or within an extension period granted at the option of Lessee. If the Lessor fails or neglects to correct such deficiencies within said time period, Lessee may, at its option, terminate said Lease without additional notice, vacate the premises and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by Lessee in vacating the premises and in finding a new location.

11. **INDEMNIFICATION**

The Lessor shall indemnify and hold the Lessee harmless from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses directly resulting from a dangerous condition existing on the premises at the time of the injury, unless the said dangerous condition shall have been caused or created by or have resulted from the negligence or wrongful act or omission of an employee of the Lessee within the course of said employee's employment.

12. **NOTICES**

Any notice by Lessor concerning said Lease shall be deemed sufficient if sent by certified mail, return receipt requested, to:

Division of Facilities Management, Design and Construction
Real Estate Services
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102

Any notice by Lessee concerning said Lease shall be deemed sufficient if sent by the Director or Deputy Director, Division of Facilities Management, Design and Construction, by certified mail, return receipt requested, to the mailing address provided and updated by Lessor.

13. **APPROPRIATIONS**

It is understood between the parties that monies to fund rental and all other payments due under said Lease are annually appropriated by the Missouri General Assembly for one fiscal year beginning on July 1. It is understood and agreed by the parties that said Lease shall not be binding upon the Lessee unless and until

general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been received from the United States Government for payment of rental or for any other payment under said Lease on behalf of the Lessee for any fiscal year during the initial period or any renewal or extension period of said Lease.

14. **BINDING AND ENTIRE AGREEMENT**

The covenants and agreements contained in said Lease shall be binding upon and shall inure to the benefit of the parties of said Lease, their respective successors, administrators, executors and assigns.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSEE:

Office of Administration

By: _____
Director
Facilities Management, Design & Construction

Date: _____

LESSOR:

Company

By: _____
Name

Date: _____

Rev. 12/9/09 - *cti*

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 17

Section 048

JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2010**

Last Date Objections May Be Filed: **April 9, 2010**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker	10/10		$34.04	52	53	$22.88
Boilermaker			$32.31	57	7	$21.79
Bricklayers-Stone Mason			$32.55	58	39	$15.20
Carpenter			$33.70	63	68	$14.35
Cement Mason			$26.03	65	4	$18.25
Electrician (Inside Wireman)			$33.83	13	72	$15.25 + 10%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor	1/11	a	$40.860	26	54	$23.178
Operating Engineer						
Group I			$34.66	85	4	$13.00
Group II			$33.85	85	4	$13.00
Group III			$28.30	85	4	$13.00
Group III-A			$32.51	85	4	$13.00
Group IV						
Group V			$29.90	85	4	$13.00
Pipe Fitter	6/10		$39.08	2	33	$19.07
Glazier	4/10		$30.70	88	32	$15.20
Laborer (Building):						
General			$25.45	30	4	$12.95
First Semi-Skilled			$25.85	30	4	$12.95
Second Semi-Skilled			$26.25	30	4	$12.95
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter	4/10		$21.62	46	67	$14.05
Marble Mason	6/10		$31.65	25	4	$13.89
Millwright			USE CARPENTER RATE			
Iron Worker	4/10		$28.00	50	4	$22.90
Painter	4/10		$28.31	37	4	$13.37
Plasterer			$25.16	68	4	$17.39
Plumber	6/10		$37.09	45	33	$19.62
Pile Driver			USE CARPENTER RATE			
Roofer	6/10		$32.25	95	2	$13.24
Sheet Metal Worker	7/10		$38.39	17	22	$16.40
Sprinkler Fitter	1/10		$33.65	14	4	$17.10
Terazzo Worker	6/10		$31.65	25	4	$13.89
Tile Setter	6/10		$31.65	25	4	$13.89
Truck Driver-Teamster						
Group I	4/10		$30.09	100	4	$10.90
Group II	4/10		$30.09	100	4	$10.90
Group III	4/10		$30.29	100	4	$10.90
Group IV	4/10		$30.29	100	4	$10.90
Traffic Control Service Driver			$15.35	48	49	$2.71
Welders-Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

Building Construction Rates for
JACKSON County Footnotes

Section 048

OCCUPATIONAL TITLE	Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

JACKSON COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

JACKSON COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11^{th}) and twelfth (12^{th}) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

JACKSON COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents ($0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents ($0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6: 30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

JACKSON COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of a eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested party's on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a days work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

JACKSON COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 8:00 a.m. to 4:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 8:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

JACKSON COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

NO. 100: Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

JACKSON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

JACKSON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

Heavy Construction Rates for
JACKSON County

REPLACEMENT PAGE

Section 048

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen	4/10	$33.70	1	17	$14.35
Millwright	4/10	$33.70	1	17	$14.35
Pile Driver Worker	4/10	$33.70	1	17	$14.35
OPERATING ENGINEER					
Group I	4/10	$31.84	3	2	$13.12
Group II	4/10	$30.80	3	2	$13.12
Group III	4/10	$30.80	3	2	$13.12
Group IV	4/10	$26.33	3	2	$13.12
Oiler-Driver	4/10	$29.68	3	2	$13.12
CEMENT MASON	4/10	$25.67	3	2	$17.30
LABORER					
General Laborer	4/10	$26.55	3	2	$11.49
Skilled Laborer	4/10	$27.76	3	2	$11.49
TRUCK DRIVER-TEAMSTER					
Group I	4/10	$28.64	3	2	$11.10
Group II	4/10	$28.64	3	2	$11.10
Group III	4/10	$28.64	3	2	$11.10
Group IV	4/10	$28.64	3	2	$11.10

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

*Annual Incremental Increase

JACKSON COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 1: Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 3: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

JACKSON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 2: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

REPLACEMENT PAGE

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Bates, Benton, Carroll, Cass, Clay, Henry, Jackson, Johnson, Lafayette, Pettis, Platte, Ray and Saline

COMMERCIAL WORK

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
*Journeyman Lineman	$38.40	$5.00 + 34.5%
*Lineman Operator	$35.82	$5.00 + 34.5%
*Groundman	$25.44	$5.00 + 34.5%

UTILITY WORK

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
*Journeyman Lineman	$36.53	$5.00 + 34.5%
*Lineman Operator	$33.76	$5.00 + 34.5%
*Groundman	$23.54	$5.00 + 34.5%

OVERTIME RATE: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

HOLIDAY RATE: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

*Annual Incremental Increase

RFP No. 04802398

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT M

PREFERENCE FOR HISTORIC BUILDINGS AND/OR BUILDINGS LOCATED WITHIN A CENTRAL BUSINESS DISTRICT, COMMUNITY IMPROVEMENT DISTRICT, MAIN STREET PROGRAM DISTRICT OR OTHER LOCAL REVITALIZATION DISTRICT IN URBAN CORES, SUBURBS, CITIES, TOWNS AND RURAL COMMUNITIES

M-1. HISTORIC PREFERENCE

M-1.1 Preference will be given to bidders offering space in buildings individually listed in the National Register of Historic Places or properties, which are a contributing element of a National Register Historic District or a certified local district.

M-1.2 All bidders requesting historic preference (referenced in M-1.1) must complete Section D-9 of the proposal form (Attachment D) and submit with the bid proposal to include the property address and name of the historic district. Include a photograph of the front elevation of the facility and a streetscape view showing the adjoining buildings.

M-1.3 Such preference will result in the automatic score of 4 (out of 5) points under the Subjective Evaluation.

M-1.4 Preference will also be given to bidders offering space in buildings which may have been determined to be eligible for listing on the National Register of Historic Places by the State Historic Preservation Office in the Department of Natural Resources.

M-1.5 All bidders requesting historic preference (referenced in M-1.4) must complete Section D-10 of the proposal form (Attachment D) and submit with the bid proposal to include a copy of the eligibility assessment and photographs. Include a photograph of the front elevation of the facility and a streetscape view showing the adjoining buildings.

M-1.6 Such preference will result in the automatic score of 3 (out of 5) points under the Subjective Evaluation Score Sheet.

M-2. CENTRAL BUSINESS DISTRICT, COMMUNITY IMPROVEMENT DISTRICT, MAIN STREET PROGRAM DISTRICT OR OTHER LOCAL REVITALIZATION DISTRICT PREFERENCE

M-2.1 Preference will be given to bidders offering space in buildings, which are located within any of the following specialized districts: Central Business, Community Improvement, Main Street Program or other Local Revitalization districts. An eligible property must be located within one of the specialized districts as designated by the local municipality.

M-2.2 All bidders requesting preference for specialized districts (referenced in M-2.1) must complete Section D-10 of the proposal form (Attachment D) and submit with the bid proposal to include verification by the city or local Government Official that the structure is located within one of the above designated areas. This documentation must also include a map identifying the street boundaries of such district, location of the proposal and date the local community designated the applicable district.

M-2.3 Such preference will be extended to buildings within the specialized districts (referenced in M-2.1) and will result in the automatic score of 4 (out of 5) points under the Subjective Evaluation Score Sheet.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

M-3. HISTORIC & CENTRAL BUSINESS DISTRICT, COMMUNITY IMPROVEMENT DISTRICT, MAIN STREET PROGRAM DISTRICT, OR OTHER LOCAL REVITALIZATION DISTRICT PREFERENCE:

Proposals seeking preference for **both** historic and a specialized district must follow all criteria stated in M-1 and M-2. If the proposal meets both criteria, such preference will result in the automatic score of 4 (out of 5) points for proposals which are both eligible for the Historical Register and located in a Specialized district and 5 (out of 5) points for proposals which are Certified on the Historical Register and located within a Specialized District.

RFP No. 04802398

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT N

CONSTRUCTION SCHEDULES, PROGRESS REPORTS, SPACE EFFICIENCY,
DEFAULT IN DELIVERY-TIME EXTENSIONS,
PROPOSAL EVALUATION AND LEASE ACQUISITION
ENVIRONMENTAL ASSESSMENT

N-1. CONSTRUCTION SCHEDULES

N-1.1 Within ten calendar days of issuance of the Notice of Award, the successful Bidder must submit a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the "Construction Time from Notice to Proceed to Completion" noted on Attachment D, Section D-7.

N-1.2 The tentative schedule shall include timing for completion of design and construction milestones including but not limited to: 1) submission of architectural drawings (Attachment F, Section F-8), 2) review and approval of plans and specifications by local political subdivision where construction or renovations shall take place, 3) issuance of building permit, 4) start of construction, 5) completion of principal categories of work, 6) issuance of building occupancy permit 7) phased completion and occupancy (if appropriate) 6) final construction completion date.

N-1.3 A final construction schedule must be submitted by the successful bidder within 10 working days from issuance of the written Notice to Proceed by Division of Facilities Management, Design and Construction (FMDC). The final construction should reflect accurate and updated timeframes for the design and construction milestones stated above in M-1.2.

N-2. PROGRESS REPORTS: After the start of construction, the successful bidder should submit written progress reports at intervals of 10 working days. Each report shall include information as to 1) percentage of the work completed by the phase and trade, 2) a statement as to the expected completion and occupancy date, 3) changes occurring in the project and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the discretion of FMDC the successful bidder shall conduct a weekly meeting to brief FMDC personnel and/or contractors regarding the progress of design and construction of the RFP. Such meeting shall be held at a location to be designated by FMDC.

N-3. SPACE EFFICIENCY

N-3.1 To demonstrate the potential for efficient layout, the bidder my be requested to provide a test fit layout at the bidder's expense when the space proposed contains certain features to include, but not be limited to; narrow column spacing, atrium, light wells or other areas interrupting contiguous spaces, extremely long, narrow runs of space, irregular space configurations or other unusual building features.

N-3.2 FMDC will advise the bidder if the test fit layout cannot accommodate the requirements of the RFP. The bidder will have the option of increasing the square footage offered at no additional expense to the state. The State may choose to judge the proposal non-responsive and eliminate it from consideration in accordance with Attachment G, Section G-1.2 through G-1.2-1.

N-4. DEFAULT IN DELIVERY - TIME EXTENSIONS

N-4.1 With respect to the successful bidder's obligation to deliver the premises by the completion date (Attachment F, Section F-10), time is of the essence. If the successful bidder fails to ensure the substantial completion and issuance of the Certificate of Conditional Acceptance by the guaranteed completion date, FMDC may by notice to the successful bidder terminate this award. Such terminations are effective when received by the successful bidder. The successful bidder is liable for any damages resulting from such terminations as provided in this clause. The State of Missouri shall, at a minimum, be entitled to the following damages:

(a) The excess rent for the replacement lease or leases above the cost proposed by the successful bidder. If the State of Missouri procures replacement lease or leases, which are in excess of the term of this award, the successful bidder is not liable for excess rent or adjustments during such excess of the lease term.
(b) All administrative and other cost the State of Missouri incurs in procuring a replacement lease or leases.
(c) Other, additional relief provided for in this award and/or lease as stated in Attachment F, Section F-6.4, and Attachment K, Section 4.

N-4.2 Damages to which the State of Missouri is entitled to under this clause are due and payable thirty (30) days following the date the successful bidder receives written notification from FMDC.

N-4.3 FMDC shall not terminate this award under this clause nor charge the successful bidder with damages under this clause if 1) the delay in completion of the work arises from excusable delays as stated in Attachment K, Section 4C and 2) the successful bidder within 10 days from the beginning of any such delay notifies FMDC in writing of the causes of the delay and such causes are deemed excusable by FMDC in its sole discretion. FMDC shall review the extent of the delay and if the facts warrant, FMDC may extend the guaranteed completion date to the extent there are no additional costs to the State of Missouri. Failure by the successful bidder to obtain building permits, zoning variations or other approvals to proceed with the project shall not be excusable per se. A time extension is the sole remedy of the successful bidder and will be issued at the sole discretion of FMDC.

N-5. PROPOSAL EVALUATION AND LEASE ACQUISITION

N-5.1 In accordance with the Code of State Regulations (CSR 35-2.030) the Commissioner of Administration and/or FMDC as the designee, is the exclusive representative of the State of Missouri in all real estate leasing transactions except otherwise stated in the CSR. Neither the tenant/using agency nor any individual, organization or group, shall have authority to obligate the State of Missouri in real estate leasing transactions in any form.

N-5.2 All proposals shall be evaluated by the evaluation committee who submit a recommendation for award to the FMDC. FMDC shall award the proposals in accordance with the criteria outlined in Attachment I, the State of Missouri Leasing Policy, the Code of State Regulations (CSR 35-2.010 through CSR 35-2.05060), Executive Orders and other rules and regulations as defined by the Commissioner of Administration and/or FMDC.

N-5.3 The Commissioner of Administration and/or FMDC reserves the right to reject any and all proposals, and may waive any minor informality or irregularity in a proposal. If deemed to be in the best interest of the state, The Commissioner of Administration and/or FMDC may negotiate a particular procurement.

N-6. ENVIRONMENTAL ASSESSMENT

N-6.1 In accordance with Section G-1.1 of the State of Missouri Specifications and Definitions, the premises must not be located on a site or within an area containing hazardous waste. All bidders must complete section D-11 of the Proposal Form (Attachment D) and include with the bid proposal for each proposed site.

N-6.2 At the discretion of the State of Missouri, a Phase I Environmental Site Assessment (ESA) and/or a lead based paint (LBP) and/or asbestos containing material (ACM) inspection may be required at the sole expense of the bidder.

N-6.3 If required, the Phase I ESA must be conducted by a qualified environmental consulting firm in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I – Environmental Site Assessment Process, ASTM Designation E 1527-94 (ASTM Practice E 1527 or the ASTM Practice). A certified inspector must also conduct the lead-based paint (LBP) and/or the asbestos containing material (ACM) inspection.

N-6.4 The scope of work for the Phase I ESA may include but not be limited to the following:

(a) A review of information provided by the client, owner or tenant of the subject property concerning previous environmental assessment reports, know environmental conditions and environmental liens associated with the subject property.

(b) A site inspection consisting of a visual survey of the subject property and adjoining properties, as accessible for indications of potential environmental liabilities such as areas of chemical storage/handling, surface staining, suspected disposal areas, aboveground and underground storage tanks, sumps and pits, and electrical equipment that may contain polychlorinated biphenyl's (PCB). Site photographs may be required to document the present conditions of the subject property and surrounding properties.

(c) An investigation of historical activities at the site, including interview with individuals, as readily available, which are knowledgeable of previous site uses.

(d) A review of standard historical sources, as readily available, provided by a commercial service in order to develop a history of the previous uses or occupancies of the subject property and adjoining areas.

(e) A review of additional state and local records and information concerning the subject property and surrounding properties provided by health departments, fire departments, electrical utility companies and other readily available sources.

N-6.5 All findings of the Phase I ESA and/or the LBP or ACM inspection must be submitted to the State of Missouri. A subsequent Phase II ESA may also be required at the sole expense of the bidder. Upon Notice of Award, any necessary re-mediation actions and associated costs in the development and execution of a remedial action plan from implementation through completion will be the responsibility of the successful bidder.

RFP No. 04802398

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT O

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to 34.074 RSMo, the Office of Administration, 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 entity, 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.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran's Signature

Service-Disabled Veteran Business Name

Missouri Address of
Service-Disabled Veteran Business