State of Missouri

Leased Facilities Tenant Handbook

Office of Administration

Division of Facilities Management, Design and Construction

Real Estate Services

October 1, 2016

INDEX

Introduction	3
Contacts	4 - 8
Lessor, Tenant and Lessee Responsibilities	9 - 10
Facility Issues	11
Guidelines for Resolution of Facility Issues	12
Renovations	13
Emergency Fire Safety, Security	13
Climate Control	13
Tenant Rules and Regulations	14 - 17
Sample RFP Specifications and Lease Document	18 - 65
Janitorial Contractor and Tenant Responsibilities	66
Janitorial Issues	67
Janitorial Checklist	68 - 69
Janitorial Decision Matrix	70
Janitorial Monthly Inspection Report	71

Introduction

The Division of Facilities Management, Design and Construction (FMDC) Real Estate Services Unit (RESU) provides oversight for leased facilities statewide. In accordance with the State of Missouri Code of State Regulations (1 CSR 35-2.030), the Commissioner of Administration is "the exclusive representative of the State of Missouri in all real estate leasing transactions". However, the Office of Administration (OA) also has the authority to delegate part of this leasing responsibility as needed. Currently, the State of Missouri leases in excess of 3 million square feet of office, school, residential, lab, day treatment and warehouse space. Therefore, a strong need exists to facilitate day-to-day management of leased space.

This handbook was prepared to assist state agencies in the day-to-day operation of leased facilities. It provides you with a guide to your rights and responsibilities as a tenant and a summary of your lessor's responsibilities. The handbook should be used in conjunction with your Lease and is organized by topic. Each leased facility has unique issues related to its operation and maintenance that require independent judgment and interpretation. However, tenant problems typically can be readily resolved when appropriate steps and procedures are agreed upon in advance and followed according to plan.

Please keep this manual handy and refer to it often. It will facilitate a comfortable working environment within your leased facility and promote a harmonious working relationship between the tenant agency and the lessor.

Contacts

Lessor Name: _____

Phone Number: _____

Address: _____

Lessor Contacts:

Air Conditioning / Heating: _____

Plumbing: _____

Snow Removal: _____

Other Maintenance Items: _____

Janitorial Contractor Name: _____

Phone Number: _____

Address: _____

OA/FMDC Leasing Coordinators (see map to determine assigned coordinator):

Jayne Masek
Jayne.Masek@oa.mo.gov
Office Phone: 573/522-1380
Cell Phone: 573/821-9057
Fax: 573/526-4138

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Office Phone: 573/522-2545

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Construction Inspectors (see map to determine assigned inspector):

David Craigg

David.Craigg@oa.mo.gov

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Cell Phone: 573/690-7120

Fax: 573/526-4138

Bob Wibberg

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Fax: 573/526-4138

Keith Bonnot

Keith.Bonnot@oa.mo.gov

Office Phone: 573/526-4741

Cell Phone: 573/680-8297

Fax: 573/526-4138

Janitorial Coordinators (see map to determine assigned coordinator):

Amy Spray

Amy.Spray@oa.mo.gov

Office Phone: 573/526-5791

Cell Phone: 573/619-0831

Fax: 573/526-4138

Kyle Wilde

Kyle.Wilde@oa.mo.gov

Office Phone: 573/751-2498

Cell Phone: 573/257-7477

Fax: 573/526-4138

***Please print and update these pages to add pertinent contact information.**

DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION REAL ESTATE SERVICES 573-751-1003

NORTH REGION

JAYNE MASEK-COORDINATOR
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CELL: 573-821-9057

CENTRAL REGION

MELISSA MATHIS-COORDINATOR
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CELL: 573-694-0758

EAST REGION

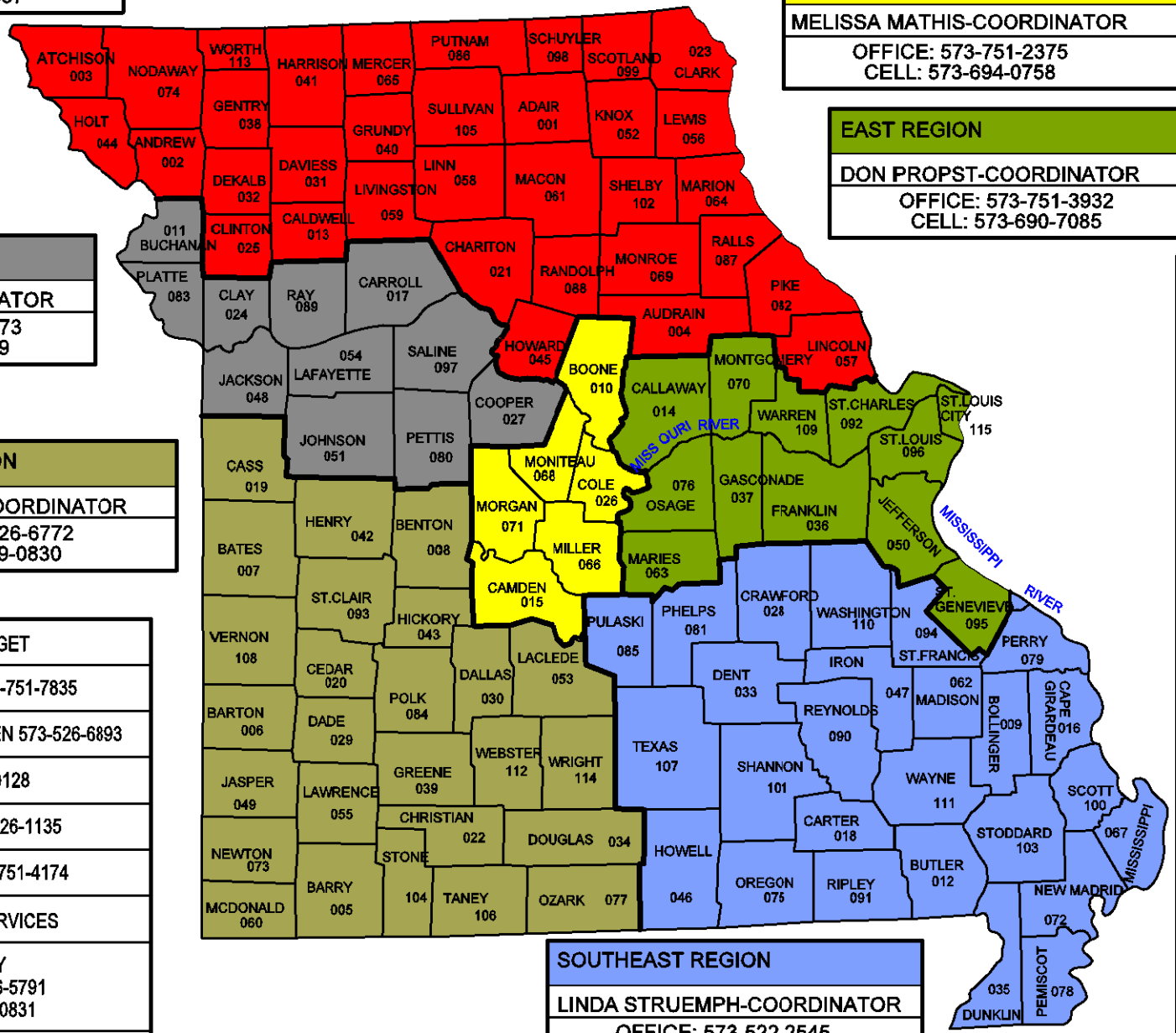
DON PROPST-COORDINATOR
OFFICE: 573-751-3932
CELL: 573-690-7085

WEST REGION

MATT PETERS-COORDINATOR
OFFICE: 573-526-6773
CELL: 573-619-0829

SOUTHWEST REGION

RICHARD PARKS-COORDINATOR
OFFICE: 573-526-6772
CELL: 573-619-0830



SOUTHEAST REGION

LINDA STRUEMPH-COORDINATOR
OFFICE: 573-522-2545
CELL: 573-301-9458

FISCAL - BUDGET
CHRIS GERSTNER 573-751-7835
BONNIE STEENBURGEN 573-526-6893
LEESA LOVE 573-526-0128
DONNA HUNTER 573-526-1135
VICKI BRENNEKE 573-751-4174
JANITORIAL SERVICES
AMY SPRAY OFFICE: 573-526-5791 CELL: 573-619-0831
KYLE WILDE OFFICE: 573-751-2498 CELL: 573-257-7477

TENANT SERVICES
BARRY DENNISON OFFICE: 573-526-3240 CELL: 573-694-0763
CRAIG LEEPER OFFICE: 573-751-3985
GARY LONG OFFICE: 573-751-6795 CELL: 573-644-3387
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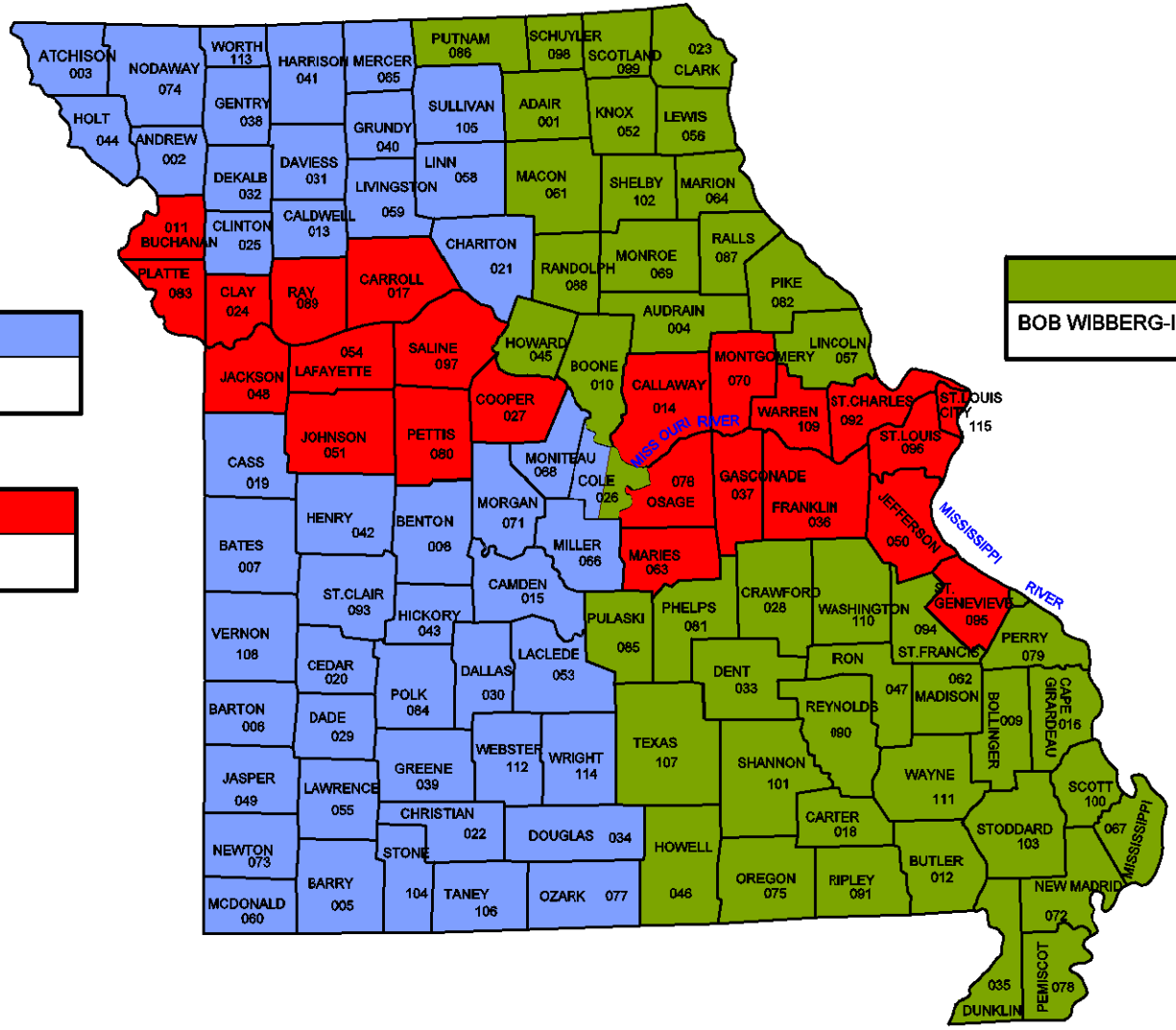
BOB WIBBERG OFFICE: 573-751-6760 CELL: 573-694-0761
DAVID CRAIGG OFFICE: 573-526-5768 CELL: 573-690-7120
KEITH BONNOT OFFICE: 573-526-4741 CELL: 573-680-8297
DEPUTY DIRECTOR
LISA CAVENDER OFFICE: 573-751-7029 CELL: 573-694-0829

Revised: September, 2016

DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
REAL ESTATE SERVICES
INSPECTION MAP
573-751-1003



DAVID CRAIGG-INSPECTOR

KEITH BONNOT-INSPECTOR

BOB WIBBERG-INSPECTOR

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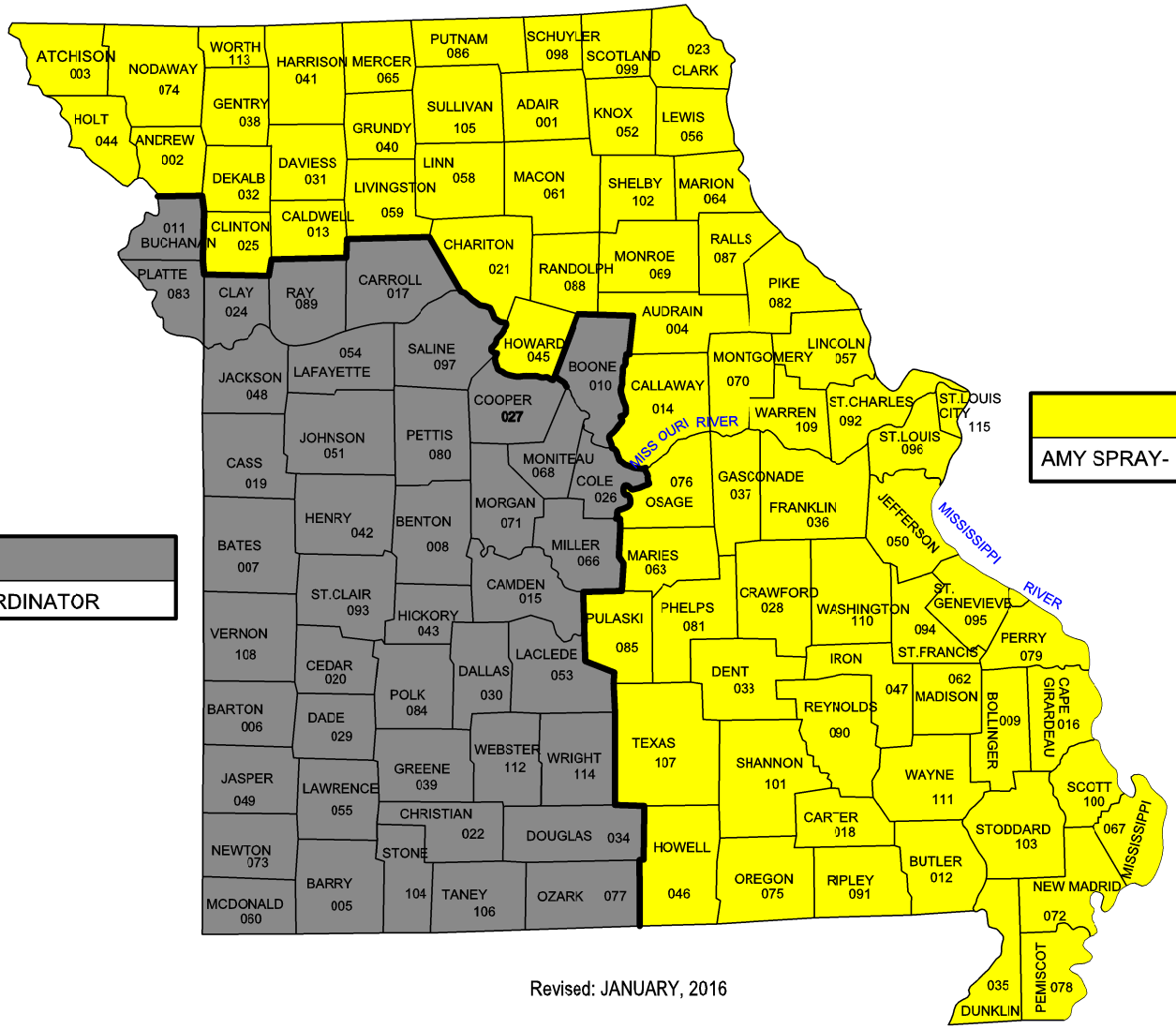
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION REAL ESTATE SERVICES JANITORIAL MAP 573-751-1003



Revised: JANUARY, 2016

AMY SPRAY- FACILITIES OPS MANAGER

KYLE WILDE-COORDINATOR

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Lessor, Tenant and Lessee Responsibilities

Lessor Responsibilities

Standard conditions and services, which the lessor must provide for the tenant, are carefully defined in each lease. FMDC maintains a copy of the executed lease; however, leases may vary in their provisions. Typically all leases should require that the lessor provide the following services:

1. Provide and maintain in a constant state of repair: the roof, windows, door, floor coverings, stairways, hallways, entrances, exits and all facilities and equipment within the lease premises; as well as insure all locks are functioning as required.

2. Maintain the exterior and interior of the premises in such condition the tenant may use them for the purposes for which they were leased, or are necessary to assure the safety, security and preservation of the building.

3. Maintain the building and premises in conformance with all requirements and specifications of any public body or authority having jurisdiction over the building and premises.

4. Maintain the premises in compliance with *State of Missouri Standard Specifications,* as well as all governmental building codes and regulations.

Note: In the special situation that the State has agreed to other arrangements for the provision of any of the above-mentioned services, the situation should be noted and detailed in the lease. Please contact the FMDC Leasing Coordinator for additional information.

Tenant's Obligations

Tenants also have certain obligations in leased space. As tenants, you should:

1. Treat leased property with the same respect as you would your own.

2. Keep windows, transoms and doors that admit natural light uncovered and free from obstructions.

3. Keep hallways and stairways clear and fire doors closed at all times. Storage of papers, boxes or files, etc., in hallways, mechanical/furnace rooms and stairwells is a fire hazard.

4. Store, dispose and consume food and beverages in common areas set aside for the purpose. Coffee makers and warming devices should not be used in individual work areas.

5. Keep clear all areas to be cleaned. The janitorial staff normally is instructed not to touch any papers, files or records that are lying on desks, file cabinets or bookcases.

6. Contact your agency representative for assistance if you need additional electrical outlets. Extension cords are a fire or tripping hazard and are not authorized.

7. Lock all personal items away at the end of the day. All of the personal items brought into the building (furniture, plants, pictures, clocks, etc.) are the employee's responsibility.

8. Refrain from removing paper towels, toilet tissue and other janitorial supplies from restrooms or supply closets.

9. Report items of concern to your agency contact person.

Lessee Responsibilities

Upon execution of the lease, FMDC (Lessee) is tasked with responsibilities to include, but not limited to:

1. Conduct annual inspections to ensure compliance with the terms and conditions of the lease, life safety and ADA guidelines.

2. Assist tenant agencies to facilitate any necessary modifications to the facility. The tenant agency should initially submit their request to their department liaison. FMDC will then coordinate with the department liaison and the lessor to receive cost estimates, approvals and coordinate any renovations or modifications to the facility.

3. Assist tenant agency to resolve any deficiencies that have not been resolved at the local level. If you have contacted the lessor, and have not received an appropriate response or solution to the problem, please contact FMDC.

4. Negotiate any change in the provisions of the lease, to include lease extensions.

5. Periodically conduct surveys to evaluate the performance of the lessor and the satisfaction of the tenant agency.

6. Process payment of the lease and utilities as needed.

7. Provide procurement and oversight of janitorial contracts.

Facility Issues

Typical Minor Problems: Contact the lessor or their maintenance contractor.

- Dripping faucet
- No hot water
- Uncollected trash
- Malfunctioning lock

Typical Major Problems: - Contact lessor or their maintenance contractor, department liaison and FMDC at 573/751-1003.

- No heat or air conditioning
- Collapsed roof
- Roof leak
- Burst pipe

What you can do……

Electrical:

- Know where the electrical room is located.
- Consult lessor to determine the correct procedure for correcting tripped breakers, safety features and/or setting time clocks (if applicable).
- Contact the power company if there is a power outage, which appears to be caused by factors other than facility.
- Contact lessor if there is faulty wiring or faulty equipment, which causes an outage.

Janitorial Services:

- Post the janitorial specifications and verify services are being performed.
- Know the name and number of the janitorial service provider.
- If problems arise, document on a daily basis.
- Notify the janitorial contact person, if problems cannot be resolved with the onsite janitorial service provider.

Plumbing:

- **Leaks:** Shut off water to prevent further damage. (Determining where the shutoff valve is located is a good idea.) Call the lessor immediately.
- **Plugged/Clogged Lines:** If there is a problem with the plumbing lines, contact the lessor.
- **Fire Sprinklers:** In an emergency, contact the local fire department. If it is not an emergency, contact the lessor.
- **Drinking Fountain:** If adjustments are required, contact the Lessor.

Guidelines for Resolution of Facility Issues
Decision Matrix

Issue	Action	Parameter		Action	Decision Maker
Loss of Domestic Water	Immediately contact the lessor, the department liaison and the FMDC coordinator	Will the facility be without water for more than 2 hours and is the operation of the program severely impaired or is staff under unreasonable expectations?	Yes	Inform Department Director or representative. Close the facility. Send staff to another location or home based on department direction.	Department Director
			No	Monitor Situation	
Loss of Primary Electrical Power	Immediately contact the lessor, the department liaison and the FMDC coordinator	Will the facility be without electrical power for more than 1 hour and is the operation of the program severely impaired or is staff under unreasonable expectations?	Yes	Inform Department Director or representative. Close the facility. Send staff to another location or home based on department direction.	Department Director
			No	Monitor Situation	
Loss of Cooling or Heating	Immediately contact the lessor, the department liaison and the FMDC coordinator	Will the facility be without electrical power for more than 1 hour and is the operation of the program severely impaired or is staff under unreasonable expectations?	Yes	Inform Department Director or representative. Close the facility. Send staff to another location or home based on department direction.	Department Director
			No	Monitor Situation	
Bomb Threat	Immediately contact the local law enforcement, the department liaison and the FMDC coordinator	Credible threat as determined by law enforcement	Yes	Evacuate facility as directed	Law Enforcement
			No		
Fire, Flood, Earthquake or Storm Damage	Immediately contact the lessor, the department liaison and the FMDC coordinator	Is the building safe for occupancy	Yes	Occupy facility while repairs are made	Director of Facilities Management
			No	The Office of Administration will find temporary space while the facility is repaired	

Renovations

Due to program changes, shifts in staff or client needs, renovations in office space may become necessary. When this occurs, every effort will be made by FMDC Real Estate Services to assist you in accomplishing the needed renovations.

The FMDC Real Estate Services Unit will contact the lessor to obtain a cost estimate and will forward the information to your department liaison for approval. Upon written approval by the agency signature authority, a notice to proceed will be issued to the lessor. FMDC will assist your agency and coordinate all scheduling and planning as needed with the lessor.

Emergency / Fire Safety / Security

- Each department shall be responsible to designate a safety coordinator at each location.
- Keep all emergency numbers readily accessible in case of a fire, medical crisis or other emergency. Post the emergency numbers in a centrally located area.
- Know the location of the nearest fire extinguisher and how to use it. There should be at least one (1) fire extinguisher on each floor.
- Evacuation drills should be conducted in each facility twice a year. All staff should be familiar with the emergency evacuation plan for their facility. A Security Plan must be established by the tenant agency and all staff must be familiar with and understand the plan.

Climate Control

Typically thermostats are programmed upon occupancy of a facility. However, adjustments are sometimes needed. Designate a staff person who is trained and can make the proper adjustments. However, if the system does not seem to be operating properly, contact the lessor, but before making the call, please keep the following in mind:

- An office will not have a perfect climate at all times. The best modern construction may have minor flaws affecting the ideal temperature. For example, the office may be a bit cool after a weekend of below-freezing temperatures or slightly uncomfortable inside when it is 95 degrees outside with high humidity to match. No heating, ventilating and cooling system can be designed to adjust perfectly to every extreme type of weather. Staff members can adjust personally by choice of clothing.
- In accordance with the State Facilities Energy Conservation Program per Executive Order 09-18, all temperatures must be maintained as follows:

- Set heating temperatures
  - 68° - 72° F for all occupied areas and cafeterias
  - 65° - 67° F for all lobby, corridor and restroom areas
  - 60° - 62° F for all storage areas
- Settings for all of the above must be lowered to 60° - 62° F during non-working hours
- Set cooling temperatures at the following minimum temperatures
  - 74° - 78° F for all occupied space excluding reheat systems
- Cooling temperatures must be turned off or raised to 85° F during nights and weekends.

Tenant Rules and Regulations

By following these rules and regulations, a tenant can ensure the building is operated in the manner and intent for which it was leased.

1. **Obstructions to Free Access**
   The sidewalks, driveways, entrances, vestibules, corridors, elevators, stairways and fire escapes of the building must not be obstructed by the tenants or used for any purpose other than ingress and egress.

2. **Light Sources**
   The skylights, windows, doors and transoms that admit natural light into passageways or into any other part of the building must not be covered or obstructed.

3. **Damage to Premises**
   In case of any destruction or damage done to walls, doors, windows, elevators, plumbing fixtures, lighting fixtures, HVAC equipment or any other part of the building which is caused by carelessness, negligence or improper conduct on the part of the tenants, its agents, employees, clients or invitees, the agency shall make the repair or replace damaged parts of the building at their expense.

4. **Small Appliances**
   All microwave ovens, toasters, coffee makers or coffee urns shall be located in the employees' lunchroom or another common area designated for such use. The equipment is to be maintained in a neat and orderly fashion and is to be turned off when not in use. No coffee makers or other appliances may be used in any individual work area.

5. **Walls and Doors**
   No tenant may mark, hang or affix anything to the walls or doors without written consent of the lessor.

6. **Building and HVAC Alterations**
   No alterations, additions or improvements may be made, to include modifications to the air conditioning, cooling or heating system. Any modifications, to include painting, must be approved by FMDC, who shall coordinate all such work with the lessor.

7. **Intended Use of Premises**
   The tenant may not use the occupied premises, or any part of it, for any purpose other than its intended use without the consent of the lessor and FMDC.

   In accordance with the State of Missouri Code of State Regulations (1 CSR 35-1.050), the use of other public buildings and grounds which are occupied by agencies of the State of Missouri shall be restricted to the conduct of state business.

   The following activities and conditions are not permitted:
   - Purely social events
   - Commercial activities, including the sale of any goods or services
   - Solicitation of any kind
   - The distribution of leaflets
   - Any activity that obstructs the free ingress or egress
   - A sound level, noise or other activity that disrupts the business of government
   - The service or consumption of alcoholic beverages
   - Guns or weapons
   - Any other activity that presents damage to the building
   - Any activity that is a violation of federal, state or local law

8. **Tobacco and the Use of Tobacco Products**
   Smoking, vaping or use of tobacco products is prohibited in all buildings. This prohibition includes, but is not limited to:
   - General office space, private offices, computer rooms, classrooms, conference rooms and libraries
   - Storage rooms, supply rooms, copy rooms, mailrooms and warehouses
   - Common areas, including elevators, stairwells, hallways, lobbies, waiting rooms, reception areas, employee lounges, cafeterias, break rooms and restrooms
   - Garages, maintenance shops, mechanical rooms, enclosed loading docks, rooftops, fire escapes, balconies, etc.
   - Hazardous areas containing or in close proximity to flammable liquids, gases or vapors
   - Areas used to enter a building exclusively occupied by the State of Missouri shall be designated as a “Tobacco Free Zone”

9. **Open Flames**
   Candles or other open-flame sources are prohibited in all buildings.

10. **Illegal Use as Sleeping Quarters**
    The use of rooms as sleeping apartments is prohibited, unless they were constructed for this intended purpose.

11. **Lock Up at Close of Day**
    The tenant must see that all windows and doors are closed and securely locked and that all lights and other electrical apparatus not in use are turned off at the end of each day before leaving the buildings.

12. **Tampering with HVAC Systems**
    The tenant may not in any way adjust or make modifications to thermostats, diffusers, dampers or any other part of the HVAC system in order to exceed the temperature recommendations established under the Standard Specifications. In the event that such adjustments or modifications create a need for rebalancing or repairs to the system, such repairs are to be made at the cost and expense of the tenant agency.

13. **Telecommunications Equipment**
    The lessor must first approve any installation of electrical signaling, telegraphic, telephonic equipment, or other wire and/or equipment required by the tenant. The installation will be done at the cost and expense of the tenant agency.

14. **Use of Outside Sills and Ledges**
    Nothing shall be placed by the tenant on the outside of the building or on the windows, windowsills or projections without approval from FMDC and the written consent of the lessor.

15. **Noises and Disturbances**
    Tenants may not make or permit any improper noises or disturbances of any kind, which might disturb other occupants in the building.

16. **Access to Roof**
    No employee of the State may go upon the roof(s) of the building or any adjoining building without the written consent of the lessor.

17. **Additional Locks**
    Without the consent of the lessor, additional locks may not be placed upon any doors of the premises. Upon the termination of the lease, the tenant must surrender all keys of the building to the lessor.

18. **Doors**
    Doors shall not “propped” open during or after working hours as it creates both a security hazard and is problematic for the hearing and cooling systems.

19. **Bicycles and Vehicles**
    No bicycles or vehicles of any kind may be brought into or stored in any building or part of any building, unless specifically permitted.

20. **Animals**
    No animals may be brought into or kept in any building, unless this use was specifically permitted, or unless the animals are trained to assist persons with disabilities and are there to perform such services.

21. **Extension Cords**
    Extension cords, three-way adapters, ground adapters and other similar items are prohibited in all buildings.

    If power strips and surge protectors are used, they must be plugged directly into a power outlet, NOT an extension cord. Never put more than one power strip into any one outlet.

22. **Heating Units**
    Portable electric heating units are prohibited in all buildings because of safety concerns and electrical costs. These types of appliances consume significant amounts of electricity and are potential fire and safety hazards. If a space heater is needed for an ADA accommodation, please contact your department agency liaison to make the request.

23. **Desktop Fans**
    Desktop fans can be used by tenant to include fans up to 6" and the use of the fans should be monitored to conserve energy.

24. **Electrical Equipment Standards**
    Use of non-U.L. labeled electrical equipment if prohibited in all buildings.

25. **Multi-Department Facilities**
    All facilities where multiple departments are co-located must establish a committee to address emergency/fire safety/security and other facility issues. Members of the committee should include representatives from each division or department. A meeting should be conducted quarterly. Minutes of meetings, a review log, and drill evaluations must be maintained by the largest tenant agency and placed in the tenant agency handbook for reference.

Sample RFP Document

STATE OF MISSOURI

OFFICE OF ADMINISTRATION

FACILITY SPECIFICATIONS

AND

PROPOSAL FORM

for the

Department of ,
Division of
County
, Missouri

RFP No.

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

The City Limits of

A pre-bid conference regarding this bid will be held on , at a/p.m.
at the office, , , 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.

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

All Proposals must be received no later than 1:30 p.m. on .

INDEX

BID PACKAGE FOR THE STATE OF MISSOURI

ATTACHMENTS

A. Summary of Critical Information

B. Office and Support Space Summary Form

C. Agency Special Requirements

D. Proposal Forms

E. Definitions

F. Instructions to Bidders

G. Specifications for Office Space

H. Janitorial Service Schedule

I. Proposal Evaluation

J. Bid/Evaluation/Award & Lease Process

K. Sample State Lease

L. Prevailing Wage Listing

M. Preference for Historic Buildings and/or Buildings Located Within a Specialized District

N. Construction Schedules, Progress Reports, Extensions, Etc.

O. MO Service – Disabled Veteran Business Preference

ATTACHMENT A

SUMMARY OF CRITICAL INFORMATION

1. Location: Should be located within the city limits of _____

2. Square Footage Required: _____

3. Bid Opening Date: _____

4. Bid Surety Amount: $ _____ Effective Date: _____ to _____

5. Performance Surety Amount: $ _____

6. Target Date for Completion: _____ Target Date for Occupancy: _____

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

8. Number of Employees: _____

9. Total Number of Parking Spaces: _____ Number of Accessible Spaces: _____

10. Staff Restrooms: Male _____ Female _____ Unisex _____

11. Public Restrooms: Male _____ Female _____ Unisex _____

12. Number of Hi/Lo Water Coolers: _____

13. Number of Workstations: _____

14. AMP/BTU Data Requirements:

SPACE	EQUIPMENT TYPE	NUMBER	AMPS	BTUs/HR	TOTAL AMPS	TOTAL BTUs/HR
Data/Telecom	Controller/Modem					
Office	Terminals/Printer					

15. Growth will be built out as .

16. The Tenant agency will / not install systems furniture.

17. Description of Program's use of Space: Hours a.m. to p.m.
Number of Clients _____ Peak Periods of Traffic a.m. to p.m.
Brief Description _____

ATTACHMENT B

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.

ATTACHMENT D

PROPOSAL FORM

RFP No.

Department of ,
Division of
County
, Missouri

Bid Opening Date:

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-5.11 The proposed facility has the following Internet/Broadband connections:

_____ (a) DSL _____ (b) cable modem _____ (c) other

D-5.12 The proposed facility has the following cellular reception:

_____ (a)AT&T _____ (b) Verizon _____ (c) Sprint
_____ (d) US Cellular _____ (e) other

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 _____ Community Improvement District (CID)
_____ Main Street Program District _____ 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**.

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.

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.

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://oa.mo.gov/facilities/real-estate-services** 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. 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. 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)

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.

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 14 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.

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.)

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.

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.

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.

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:	22 oz. minimum
Secondary Backing:	Tufted loop/tip shear/cut pile with lifetime warranty against fray, edge ravel, zippering and delamination

Dye Method:	Solution or yarn dyed
Fiber Content:	Commercial BCF Nylon type 6 or 6.6
Density:	5,500 oz. or greater per cubic yard
Gauge:	Minimum 1/10”
Stitches:	Minimum 9.0 per inch
Warranty:	10 year commercial wear
Flammability:	Pass pill test, ASTM D-2859
Critical Radiant Flux:	Class I; not less than .45 watts ASTM E648
NBS Smoke Density:	(NFPA-258), less than 450
Static Control:	S/B AATCC-134, less than 3.5 KV
Adhesive for Installation:	Solvent free

If the Bidder chooses to provide carpet tile in lieu of broadloom carpet, the carpet tile should meet or exceed the following specifications:

Face/Yarn Weight:	18 oz. minimum
Construction:	Tufted loop/tip shear/cut pile with lifetime warranty against fray, edge ravel, zippering and delamination
Dye Method:	Solution or yarn dyed
Fiber Content:	Commercial BCF Nylon type 6 or 6.6
Density:	5,500 oz. or greater per cubic yard
Gauge:	Minimum 1/10”
Stitches:	Minimum 9.0 per inch
Warranty:	10 year commercial wear
Flammability:	Pass pill test, ASTM D-2859
Critical Radiant Flux:	Class I; not less than .45 watts ASTM E648
NBS Smoke Density:	(NFPA-258), less than 450
Static Control:	S/B AATCC-134, less than 3.5 KV
Adhesive for Installation:	Solvent free

Carpet or carpet tile 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. Carpet or carpet tile 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 50º to a maximum of 80º 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.

ATTACHMENT H

JANITORIAL SERVICE SCHEDULE

The Lessor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc. The Lessor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday, excluding State holidays, unless other days or times are approved by the Tenant.

1. **DAILY REQUIREMENTS: (MONDAY THROUGH FRIDAY)**.
   a. Empty all wastebaskets and deposit the trash into appropriate waste disposal containers. Thoroughly wash, clean, and disinfect all wastebaskets, as needed.
   b. Clean all kitchen and break rooms, including washing and disinfecting all hard surfaces. Clean and disinfect sinks.
   c. Clean and disinfect drinking fountains.
   d. Clean toilet bowls and seats, urinals, hand basins, counter tops, and the walls around these fixtures.
   e. Clean all restroom mirrors, bright work, chrome pipes, and fittings.
   f. Sweep and wet mop all restroom floors using a disinfectant.
   g. Clean restroom stall partitions, doors, door frames, and push plates (all sides). Dust or wipe all horizontal surfaces.
   h. Empty and clean (inside and out) all restroom trash containers and disposals; change liners daily. Replace all sanitary napkin receptacle liners.
   i. Restock restroom dispensers to normal limits (soap, toilet tissue, paper towels).
   j. Report any and all damage found.
   k. Clean janitorial closets after completion of the daily tasks and before exiting the building(s).
   l. Address any and all related and conditional miscellaneous janitorial cleaning duties which may arise as a result of accidental spilling of any office materials or supplies.

2. **WEEKLY REQUIREMENTS: ONE (1) TIME PER WEEK.**
   a. Wash wastebaskets and replace plastic liners as needed in general staffing areas. Change all liners in kitchens, break rooms, and the lobby as needed.
   b. Thoroughly vacuum all carpet, including all entrance and exit rugs/mats. As stains appear, spot clean the carpet.
   c. Thoroughly sweep and wet mop all hard surface floors (as needed) to give a clean and satisfactory appearance.
   d. When necessary, replace contractor-provided rugs/mats.
   e. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.

f. Sift sand and remove cigarette butts from all smoking receptacles outside the building(s). Replace sand when it becomes discolored.

g. Remove all trash and debris from the outside perimeter of the building(s), including parking lot(s). Sweep sidewalks ten feet (10') from all entrances/exits.

h. Spray buff floors.

i. Pour five (5) gallons of water down each floor drain.

3. <u>MONTHLY REQUIREMENTS:</u> (1) TIME PER MONTH, WITHIN THE FIRST TEN (10) CONSECUTIVE WORK DAYS OF EACH MONTH.

a. Spray buff all hard surface floors.

b. Dust all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, hand rails, etc.

c. Clean and disinfect all walls, baseboards, doors, frames, partition surfaces, light switches when required, light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures, and remove cobwebs from all ceilings, doors and corners within the building(s).

d. Clean the tops, fronts, and sides of all vending machines.

e. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply skid-proof floor wax finish as required to display a clean floor.

f. Clean/dust all venetian/mini-blinds.

g. Clean/Vacuum cloth cubicle partitions, including the bases and tops.

h. Brush and spot clean fabric furniture.

i. Clean/vacuum all vents and air diffusers (supply and return).

4 **<u>QUARTERLY REQUIREMENTS:</u> Every quarter prior to January 10, April 10, July 10, and October 10.**

a. Scrub all restroom floors. Apply five (5) coats of skid proof finish on vinyl floors. No finish on ceramic tile floor.

5 **<u>ANNUAL REQUIREMENTS:</u> One (1) time per year, at the request of the Tenant.**

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

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 and 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.

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.

Lowest Responsive Base Bid Annual Cost / Compared Cost	X	Maximum Cost Points	=	Cost Points
45,000 / 50,000	X	75 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.

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

STATE OF MISSOURI
LEASE OF REAL PROPERTY

THIS LEASE, No. , made and entered into this day of **Error! Bookmark not defined.**, **Error! Bookmark not defined.**, by and between (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 of , 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:

(County), Missouri **Error! Bookmark not defined.**, hereinafter called "premises" and consisting of net rentable square feet.

1. **TERM OF LEASE**

(a) The said Lease shall commence , and end June 30, **Error! Bookmark not defined.**.

(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 "renewal period" shall be June 30, **Error! Bookmark not defined.**.

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 (3) 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 Standards for Accessible Design, promulgated by the federal government pursuant to 42 U.S.C. Sections 12101, et. seq.

(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 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, FEES AND ASSESSMENTS**

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

(b) The Less 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 **Error! Bookmark not defined.** 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 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.

(i) The Lessor agrees to pay for storm water assessments, ad valorem taxes and any other fees or assessments made in connection with the ownership, possession or use of the premises to include monthly service charges for monitoring of fire alarm systems and phone lines within elevators required for compliance with life safety codes.

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.

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 14 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 14 day period, then the Lessee may, at its option, (1) take measures to correct the disrepair or untenantable condition 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 Lessee 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 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:

Office of Administration
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 Deputy Director, Real Estate Services, 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 and agreed between the parties that the lease is contingent upon the Lessee receiving monies to fund rental and all other payments due under said Lease which are annually appropriated by the Missouri General Assembly for one fiscal year which begins on July 1 and ends June 30. 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 a 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. In the event that sufficient funds are not appropriated, the lease shall be deemed to have expired of its own terms, and Lessee shall have no further obligation hereunder.

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:	LESSOR:
Office of Administration	
By: _____	By: _____
Lisa A. Cavender, Deputy Director Real Estate Services	
Date: _____	Date: _____

:sn

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.

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.

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.

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 Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service-Disabled Veteran Business

Janitorial Contractor and Tenant Responsibilities

Janitorial Contractor Responsibilities

Janitorial services can be part of the Lessor's responsibilities, if set forth in the terms of the lease, or acquired through a formal bid process by the Division of Facilities Management, Design and Construction. Janitorial requirements and specifications are clearly defined in each contract; however may vary in their provisions. FMDC Real Estate Services maintains a copy of the contract which is typically a one year initial contract period, with either two or three renewal periods. At the expiration of the contract, or when determined by FMDC, procurement of services are obtained again through the bid process. Typically, all contracts will include standard janitorial services which:

1. Supply paper products and consumables to include plastic wastebasket liners, toilet tissue, paper towels for restrooms, liquid hand soap, disposable liners for sanitary napkin cans, sand for ash trays, blood and bodily fluid cleanup kits, and all cleaning products and equipment necessary to perform the services required within the contract.

2. Perform janitorial tasks specified in the contract to keep all floors and surfaces clean and free of dirt and debris, including the restrooms, lounge, office space, and exterior perimeter of the building.

Tenant Obligations

1. Submit monthly Janitorial Inspection Reports. Found on the www.oa.mo.gov website, under Facilities, Real Estate Services, Tenant Agencies, Monthly Janitorial Report – http://oa.mo.gov/facilities/monthly-janitorial-inspection-report .

2. Prepare space and partner with the janitorial contractor for the semi-annual floor work, cleaning of blinds, windows, etc for services that require 72 hours advance notice from the contractor.

3. Supply paper products for break rooms and lounges as they are not a standard responsibility of the janitorial contractor.

4. Report any janitorial issues to the janitorial contractor and/or FMDC Janitorial Service Contracts Contact, following the Janitorial Decision Matrix.

Note: Supplemental services are available at the tenant agency's expense if requested. Please contact the agency liaison and the FMDC Janitorial Contact for additional information.

Janitorial Issues

Janitorial issues can range from minor concerns like a missed trash can to more severe infractions such as no services being provided or restrooms not being cleaned. Below are examples of various issues and steps to resolve:

Minor Issue: Contact the janitorial contractor and/or the local cleaning staff.

- 1st occurrence of trash not emptied
- 1st occurrence of paper products not stocked
- Vacuuming missed

Significant Issue: Contact the janitorial contractor and/or the local cleaning staff; send follow-up email to janitorial contractor; copying the agency department liaison and FMDC Janitorial Contact.

- Restroom not cleaned
- Repeat occurrences of trash not emptied/paper products not stocked/vacuuming missed
- Poor performance with floor work

Immediate Issue: Contact FMDC Janitorial Contact to resolve; send follow-up email to agency department liaison and FMDC Janitorial Contact.

- No services provided / "No Show"
- Security breach, i.e. doors left unlocked
- Unauthorized personnel in the building

What you can do……

Janitorial Services:

- Know the janitorial contactor's name and contact phone number/email.
- Have a copy of the current janitorial contract and be familiar with the requirements.
- Post the janitorial requirements in the janitorial closet or another specified location.
- Verify services are performed and complete the Monthly Janitorial Inspection Report.
- If problems arise, document specifics including date, location and issue. Contact the janitorial contractor and/or the local cleaning staff.
- Use the Janitorial Decision Matrix as a guide on appropriate action to take.
- Notify the FMDC Janitorial Contact, if problems cannot be resolved with the janitorial contractor and/or the local cleaning staff.

ATTACHMENT #1
Cleaning Checklist

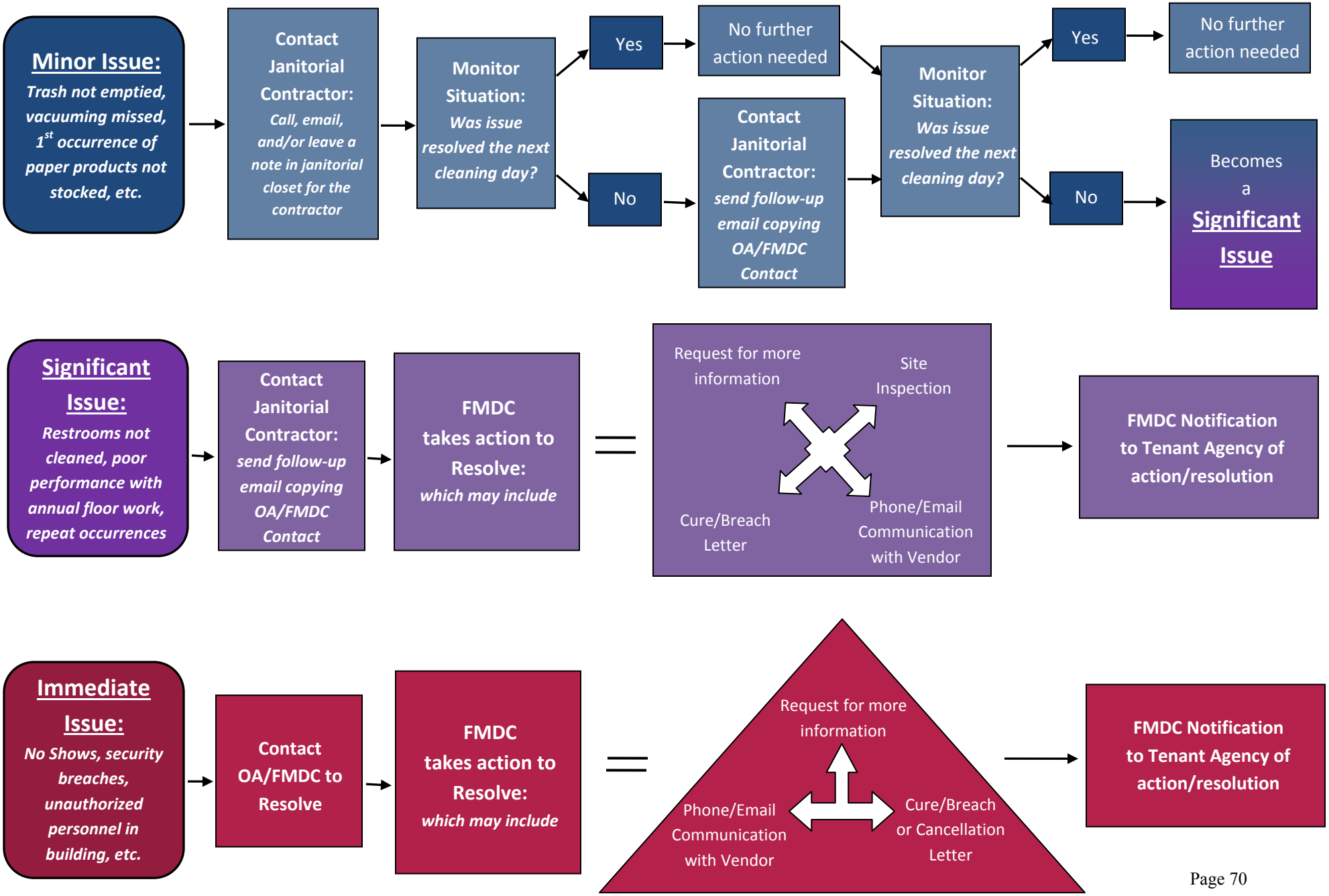
Daily Requirements
Empty all wastebaskets and deposit the trash into appropriate waste disposal containers. Replace plastic l as needed.
Clean all kitchen and break rooms including washing and disinfecting all hard surfaces. Clean and disinfect sinks.
Clean and disinfect drinking fountains.
Clean toilet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

ATTACHMENT #2

Supplemental Services

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

JANITORIAL DECISION MATRIX



Monthly Janitorial Inspection Report

Office of Administration, Facilities Management, Design & Construction, Real Estate Services Unit

This form should be used to communicate janitorial feedback to OA, FMDC Real Estate Services. For questions, please contact the Real Estate Services Unit at **OA.RESUJanitorialInspections@oa.mo.gov**.

Lease Number

Contract Number

Name *

County *

Select County

On-Site Contact (if different than above)

Address *

Contact Email *

City *

Inspection Date

MM / DD / YYYY

Please rate the condition of your building on the items listed below at the time of inspection. Use the comment section to specify any additional information.

10" Perimeter/Sidewalks *
Compliant Deficient N/A
Comment

Air Supply/Vents *
Compliant Deficient N/A
Comment

Baseboards *
Compliant Deficient N/A
Comment

Bathroom Dispensers (condition of) *
Compliant Deficient N/A
Comment

Bathroom Dispensers (properly stocked) *
Compliant Deficient N/A
Comment

Bathroom Floors *
Compliant Deficient N/A
Comment

Bathroom Mirrors *
Compliant Deficient N/A
Comment

Bathroom Partitions *
Compliant Deficient N/A
Comment

Bathroom Sinks/Counters *
Compliant Deficient N/A
Comment

Bathroom Toilet Bowls/Urinals *
Compliant Deficient N/A
Comment

Bathroom Trash Bins/Receptacles *
Comment