



**STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS  
CONTRACT AMENDMENT**

Lisa Graham, Procurement Officer II  
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FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
7/27/2016	Attn: Diana Hartzler J & R Investments dba Woodley Building Maintenance 8601 E. 63 <sup>rd</sup> Street Kansas City, MO 64133	Amendment 001 Y16708176	Janitorial Services Department of Corrections/ P&P St. Joseph Community Release Center 3305 Faraon Street St. Joseph, MO 64506

**CONTRACT Y16708176 IS HEREBY AMENDED AS FOLLOWS:**

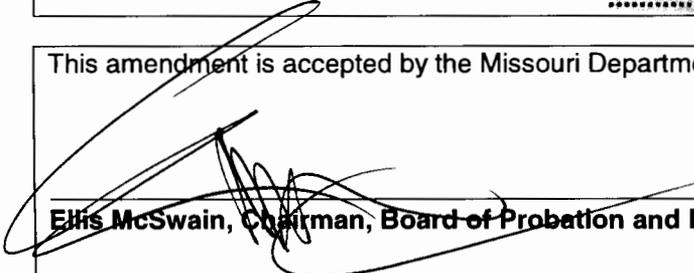
Pursuant to paragraph 3.3.1, on page 12, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of December 16, 2016 through December 15, 2017.

All terms, conditions and provisions of the previous contract period, including prices, shall remain the same and apply hereto.

Return of this amendment by the contractor is not required.)



This amendment is accepted by the Missouri Department of Corrections as follows: **In its entirety.**

  
Ellis McSwain, Chairman, Board of Probation and Parole

  
Date

# INVITATION FOR BID



Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102

Buyer of Record:  
Beth Lambert  
Procurement Officer II  
Telephone: (573) 526-6494  
[Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov)

# IFB 16708176

Janitorial Services

FOR

Department of Corrections  
St. Joseph, MO

Contract Period: Date of Award through One  
Year

Date of Issue: November 2, 2015

Page 1 of 39

**Bids Must Be Received No Later Than:**

**2:00 p.m., December 2, 2015**

Sealed bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: J & R Investments dba Woodley Building Maintenance  
Mailing Address: 8601 E. 63rd Street  
City, State, Zip: Kansas City, MO 64133  
Telephone: 816-358-9444 Fax: 816-358-7121  
Federal EIN #: 43-1133097 State Vendor #: \_\_\_\_\_  
Email: diana.hartzler@wbmservices.com

Authorized Signer's Printed Name and Title: Diana Hartzler - Business Development

Authorized Signature:  Bid Date: 12/02/15

## NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. **Y16708176**

Chairman, Board of Probation and Parole  
Date 12/14/15

*The original cover page, including amendments, should be signed and returned with the bid.*



Woodley Building Maintenance

## **History and Information**

Our Parent company name is J & R Investments, Inc.  
dba Woodley Building Maintenance.

We have been in business since 1969 and our Headquarters is located in  
Kansas City, MO and we were incorporated in Missouri.

Tax Identification # 43-1133097

## **Overview of WBM**

Woodley Building Maintenance (WBM) is one of the Midwest's leading custodial service companies, providing clients with the means to keep their facilities clean at a reasonable price. WBM is thoroughly experienced and exceptionally well qualified to handle custodial as well as many other building maintenance services. Our experience and successful performance record shows that we are uniquely qualified.

Founded in 1969 by its President, Jimmy Woodley, WBM is a firm dedicated to excellence and customer satisfaction. Providing services are not a sideline to other interests, it is WBM's traditional business and primary interest.

WBM is resolved to provide the level of performance expected while allowing the level of control and communication needed to be successful. By utilizing the latest janitorial equipment and supplies and being active in the development of new products and services, WBM maintains the highest level of customer satisfaction in the industry. WBM also has experience with large, diversified accounts such as the VFW Headquarters, AT&T, Crown Center – Kessinger Hunter, Sprint's World Headquarters Campus, KCP&L Power Plants and Services Centers (30 Locations), Grand Victoria Casino & Resort and Kansas City Life Insurance.

Today, as throughout our history, WBM is building on a tradition of excellence based upon our financial strength, quality products and services, and the professionalism of our field associates. With customers located throughout the greater Kansas City area, Central Missouri, Kansas, Ohio, Tennessee, Kentucky

and Indiana, WBM and its qualified staff of over 800, is prepared to serve regardless of location.

WBM employees receive extensive training before being placed on site, and each receives on-the-job training. All supervisory and management personnel also receive specialized training before assignment to a job site, with additional training sessions throughout their employment.

WBM is an active member of the Building Service Contractors Association International (BSCAI), with a worldwide membership of over 2,500. Its other memberships include the Greater Kansas City Area Chamber of Commerce, several local city Chambers of Commerce, the local chapter of the Building Owners and Managers Association (BOMA), the Minority Supplier Council of Kansas City and numerous other area public service groups. In addition, WBM was recognized as the Minority Supplier Council's "Supplier of the Year" in 2002.

WBM is an associate member of the National Service Alliance (NSA). The NSA is a collection of individually owned regional building service contractors across the United States that have combined to provide services to companies who are seeking a single source for their building service needs under one national contract. The NSA has operational support in all geographic regions and most major markets to meet the services needs of national customers.

## KEY PERSONS RESUME

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**ROBERY WOODLEY**, Vice President of Human Resources and Personnel Management of Woodley Building Maintenance, is a graduate of the University of Illinois and Central Missouri State.

Robery's duties as Vice President are to develop and monitor company policies and procedures, assist in the acquisition of new business and ensure the company's profitability through involvement in the bidding process. Her duties as Human Resources and Personnel Management require interviewing and hiring, develop and monitor office operating systems, and provide guidance and support to all department heads.

"Robbie" is a member of the Building Service Contractor's Association. She has been directly involved in seminars on Money and Manpower Management; Improving Training Techniques; Negotiation and Leadership; The Banking Relationship; Management through Effective Listening; and Sales and Marketing.

Her achievements and awards include J.C. Penney Minority Supplier Award, 1988-89; SBA Graduate Awards for the Kansas City District and Region 7, 1987; and Kansas City Globe 100 Most Influential Afro Americans, 1991 and 1993.

Organizations in which she is involved are:

- Greater Kansas City Chamber of Commerce
- Raytown Chamber of Commerce
- Mission Chamber of Commerce
- Black Chamber of Commerce
- Women's Chamber of Commerce
- Alpha Kappa Alpha Sorority
- Jackson County Sports Authority
- Mid-Continent Council Girl Scouts

## KEY PERSONS RESUME

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**TERRY WOODLEY**, Vice President of Woodley Building Maintenance, Certified Building Service Executive (CBSE), attended the University of Missouri in Columbia earning a Bachelors of Science in Accountancy degree in 1988. Terry joined Woodley Building Maintenance in 1997 after spending several years in various accounting and financial leadership positions. Since joining the family business in 1997, Terry has been involved in all aspects of business but has focused most of his attention on Customer Relations, both in the acquisition of new customers and the retention of existing ones.

Terry participates in several industry and community groups including: Building Service Contractors Association International (BSCAI), Building Service Contractors Association International (BSCAI), Building Owners and Managers Association, International Facility Managers Association, Institute of Real Estate Management, Greater Kansas City Chamber of Commerce and the Mid-America Minority Business Development Council.

Distinguished Accomplishments are:

- Treasurer, Building Service Contractors Association International (BSCAI) (Current)
- Vice President, BSCAI (2010)
- Board of Directors, BSCAI (2006-2009) and Executive Committee
- Earned Certified Public Accountants License in 1992.
- Graduate of Kellogg School of Management's Advanced Management Education Program.
- Past Co-Chairman, Mid-America Minority Business Development Council Golf Tournament.
- Regular Guest Speaker at Building Service Contractors Association International Seminar Series
- Trustee, Service Employees International Union, Local 1, Health & Welfare Plan

## KEY PERSONS RESUME

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**TIFFANY WOODLEY**, Vice President & Chief Financial Officer of Woodley Building Maintenance holds a Bachelors of Science Degree in Accountancy from the University of Missouri – Columbia. She also successfully completed the Certified Public Accountants Examination in 2001.

Tiffany is involved in a number of organizations in Kansas City. She is a 2004 graduate of the Kansas City Chamber of Commerce Centurions Leadership Development Program. She was also one of three finalists recognized by the Kansas City Business Journal CFO of the Year competition in 2008.

Among Tiffany's accomplishments and community involvement are the following:

- University of Missouri - Columbia School of Business Vasey Academy Advisory Board Member
- University of Missouri Alumni Magazine – Featured Alumni Summer 2006
- Sheffield Place – Board Member
- Habitat for Humanity Volunteer
- Mid-Continent Council of Girls Scouts from Badge to Business Steering Committee Member
- Contributed articles that were published in Services Magazine, an industry publication with a readership of more than 10,000



Woodley Building Maintenance

## SECURITY

**Woodley Building Maintenance** understands your concerns about the need for security. To help in the area of security we will do the following:

All personnel will have on file in the Woodley office a copy of a current police report.

All personnel will wear a Woodley Building Maintenance badge that includes their name and picture.

Our building key policy will conform to your policy.

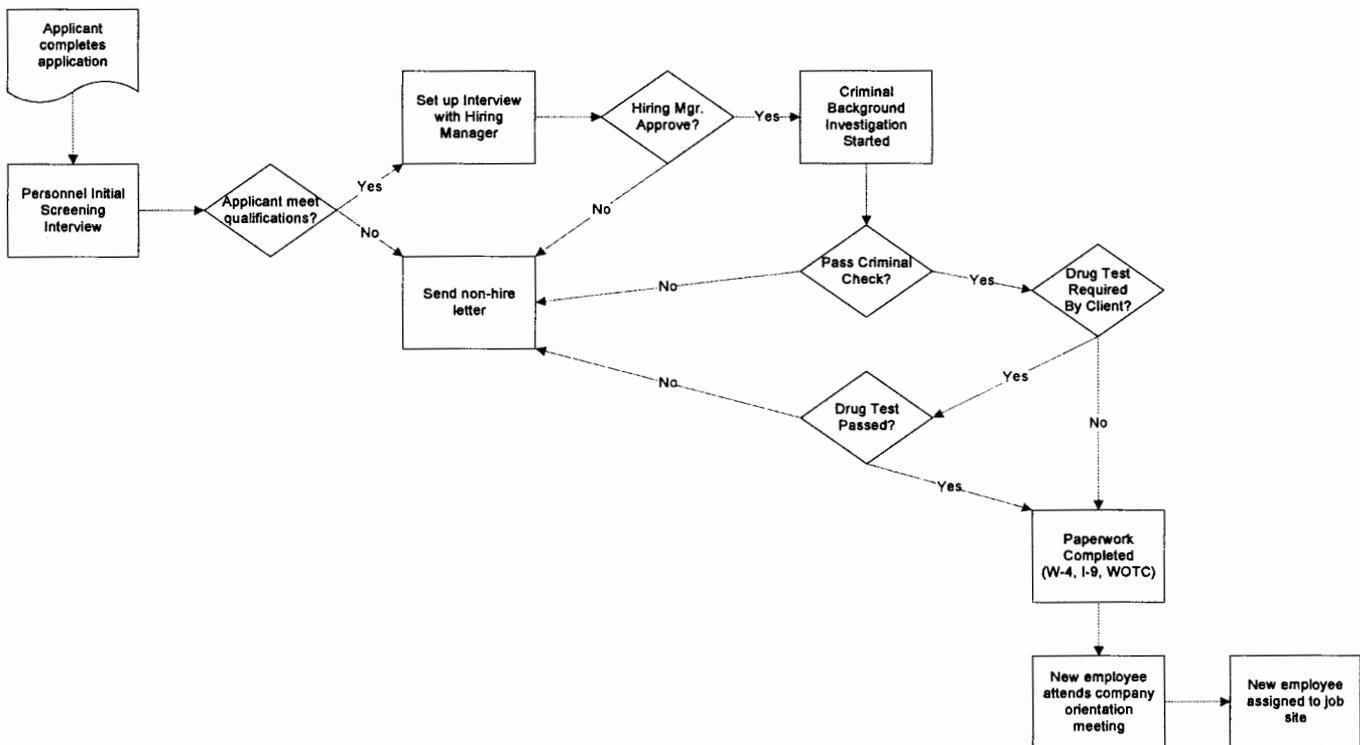
All employees assigned to the building will be given instructions concerning the importance of security in the building and the importance of not moving or disturbing papers.

All employees will follow all security procedures for the building(s) and report immediately to their Area Manager any breaches of security witnessed.

Our employees are screened for illegal drug use prior to being placed in our client's facilities.

We E-verify and do background check through Data Source for all employees and we do not subcontract.

## Woodley Building Maintenance Personnel Hiring Procedure





Woodley Building Maintenance

## **QUALITY CONTROL**

The product provided by Woodley Building Maintenance (WBM) is service. How well we provide the service is judged by our quality. Our primary goal has remained stable and constant throughout the years: To define the needs of our customers and develop quality products and services to satisfy those needs.

### **Roles & Responsibilities**

Executive Management – Responsible for creation, development and implementation of the policies and procedures of the QAP. Monitors and reviews inspections and meets with senior management on a weekly basis to review results. The term “Executive Management” generally refers to the Company Ownership and Officers, Branch Managers, Senior Project Managers and Directors.

Responsible Manager – Responsible for the daily oversight of the QAP (Quality Assurance Program). Responsible for ensuring that the procedures set forth in the QAP are followed. The term “Responsible Manager” generally refers to all members of management including directors, branch managers and project managers.

### **Quality Assurance Tools**

#### CleanTelligent

The inspections will be performed using one of the following methods:  
Hand-written using pre-printed forms from CleanTelligent

- a. Should be input into CleanTelligent the same business day.
- b. Attempt to have a client contact sign the inspection form.

Using a smart phone or iPad device

- a. Attempt to have a client contact digitally sign the inspection form to validate the results of the inspection.

**Surveys:**

From time to time, WBM may utilize surveys in order to monitor the customer's perception of cleanliness of their facility and of WBM's overall performance. These survey's may be written, online (such as SurveyMonkey.com) or through CleanTelligent. WBM will meet with Client's management to discuss the results of surveys.

**Complaints:**

Complaints are defined as any expression of dissatisfaction from WBM's customers. Complaints may be received from customers in the following ways:

Telephone – Complaints received by telephone should be immediately entered into CleanTelligent by the person receiving the call. This will usually be the responsible manager or one of his/her assigns.

- Email – Complaints received by email should be immediately transferred (via cut & paste) into CleanTelligent by the person receiving the email.
- In person – A Complaint may be received by a responsible manager, supervisor or employee.
- CleanTelligent – Customers may input complaints directly to CleanTelligent.

Complaints must be responded to within 2 hours, of receipt in CleanTelligent. Complaints must be resolved and closed within 24 hours of receipt, unless that complaint requires work that needs to be scheduled at a later date.

If work needs to be scheduled (such as floor work, carpet cleaning, windows, etc.), the project calendar will be reviewed. Upon review of the calendar, the work will be scheduled as soon as possible after reviewing the dates with the customer. If there is a charge for the work, a service agreement will be sent to the customer for their authorization.

WBM has adopted CleanTelligent as the primary tool for managing its Quality Assurance Plan (QAP).

CleanTelligent is an online, internet driven tool that WBM uses to manage Inspections, Metrics Tracking and Reporting, Communication and Job Scheduling.

In addition, all client contacts will be granted access to CleanTelligent during the account start-up process. The responsible WBM management team member will provide training to the customer on CleanTelligent.

**Inspections:**

Unless modified by contractual agreement, WBM will inspect each job site at least once per month. The inspection will be documented using CleanTelligent and distributed to the client contact personnel, the responsible WBM management team and WBM ownership via email.

WBM uses a “Green, Yellow, Red” system of evaluating performance, although CleanTelligent has the flexibility to utilize other scoring methods based on customer preference. “Green” means that an area is in excellent condition. “Yellow” means that an area is in acceptable condition, but room for improvement exists. “Red” means that the area is unacceptable. CleanTelligent scores the inspection allocation 1 point for each green rating, ½ point for each yellow rating and 0 points for each red score. The inspection score percentage is determined by dividing the points earned by the total points available of the areas which were inspected.

Complaint and complaint resolutions are communicated through CleanTelligent. CleanTelligent emails the client contact automatically to keep them updated on the resolutions of each issue.

**Feedback Cycle**

WBM welcomes feedback from customers, positive and negative. We feel that this feedback is necessary for us to either reward our employees or to correct issues to enhance our customer’s experience with us. All feedback, positive or negative, is recorded in CleanTelligent.

Positive feedback is relayed to the front line staff. Negative feedback is reviews by executive management and responsible manager. Corrective action is taken for all negative feedback. CleanTelligent automatically emails the client contact when the resolution of feedback is recorded by WBM’s responsible manager.

**Evaluation of Progress and Continuous Improvement Plan**

**Weekly Review of Services Issues**

1. Each week, the lead manager in each branch, account and/or division should review all communications that are logged into CleanTelligent.
2. If the communication is related to service issues in a facility, that manager should ensure that the issue was resolved satisfactorily, and in a timely manner.

3. The manager should also consider whether the issues noted was an isolated incident, a personnel/training issue or a systemic issue
  - a. If the issue is an isolated incident, it should be so noted in CleanTelligent. The manager should remain cognizant about that event so that if it occurs again, more detailed action can be taken.
  - b. If the issue is a personnel/training issue, the manager should make sure that (1) the employee's file is properly documented and (2) that the employee gets the pertinent training in order to prevent documented reoccurrences of that issue.
  - c. If the issue is a systemic, then the manager needs to evaluate the situation and develop and implement a plan to correct. A systemic issue is one that may be a result of a poor or incomplete work plan and generally requires re-training of the staff.

#### **Monthly Review and Service Issues**

1. Monthly, the responsible manager shall review all CleanTelligent work order issues with their immediate manager.
2. Specifically, we are seeking to identify trends, good or bad, in the performance of our service with each facility.

#### **Business Review with Customer**

1. On a periodic basis (preferably quarterly, but more or less frequent based upon customer preference), WBM management will hold a Business Review meeting with the customer. During that meeting, WBM will discuss:
  - a. Any cleaning issues that have occurred since the last meeting
  - b. Any positive feedback that has been received
  - c. Recap of additional work requested by customer
  - d. Inspection scores
  - e. Ask customer for their perception
  - f. Ask customer if there are ways that their service can be improved



Woodley Building Maintenance

## **Project Management Team and Service Approach**

**Zone Manager** – Will work closely with the facility management team. They will walk your buildings once a month. They will do the quality control inspection on the facilities. They will also make sure that the specifications are being met according to schedule. They will provide on going training with their staff. The Zone Manager will go between the different locations and do inspections.

**Cleaner** – The cleaner will be responsible for outlined specifications.  
1 cleaner 3.5 hours a day, 5 days a week

Woodley Building Maintenance will be using their employees. We will not sub contract out or use a staffing firm on any of the above positions. All employees will go through our security background check through Data Source and E-verification. Woodley currently has a staff of 800 employees to pull from within the State of Missouri.

**Outlined below is the schedule for the productive cleaning strategy**  
**All duties will be in accordance with the specification outline in the RFP**

### **Light Duty Specialist**

- Responsibilities include, but are not limited to:
- Dusting (high & low)
- Emptying Trash
- Clean & disinfect sinks & countertops
- Spot Cleaning (walls, door frames, carpets)

### **Vacuum Specialist**

- Responsibilities include, but are not limited to:
- Vacuuming carpets and hard floors
- Trash removal

### **Rest Room Specialist**

- Responsibilities include, but are not limited to:
- Damp mopping hard floors

- Cleaning & sanitizing restrooms

### **Utility Specialist**

- Responsibilities include, but are not limited to:
- Cleaning lobbies, entries & hallways
- Hard floor care (to include mopping & burnishing)
- Carpet care (to include vacuuming, spotting, bonneting & extracting)
- Trash removal

### **Detail project plan to complete Frequency Cleaning Chart**

Specification on cleaning projects that are done outside of the daily cleaning will be executed as followed:

- Once per week services will be done on every Friday
- Monthly services will be done on the 1<sup>st</sup> week of every month
- Annual services will be done on the anniversary of the contract

We have included resumes, with in this proposal, for our company's senior management staff. Our senior management staff will be working closely with the WBM supervisor and your facility management team and staff. At the beginning of the contract our senior management team will have daily meetings with the facility management team to discuss performance the positives and negatives. We will always maintain an open line of communication. As you can see in the quality assurance section we have a great communication tool, Cleantelligent, which allows everyone (Your facility management, WBM Executive Team & Senior Management to stay in the communications loop.

### **Employee Retention and Recruiting**

One of the greatest challenges facing building services contractors today is finding, hiring, and retaining a quality workforce. WBM has addressed these issues in several ways.

With regard to recruiting, WBM seeks out qualified employee's utilizing several means including newspaper classified advertising and radio advertising. We have had a great deal of success recruiting from local churches. We have established a network of local pastors and priests who, from time to time, lets their congregation know of openings with us. We have found that these candidates tend to be highly reliable and dependable. We also canvass local community centers to interview potential candidates for employment with us.

WBM is finding new and creative ways to retain our staff. The most successful thing that we have done is convert our larger facilities we plan to have full time staff. In addition, we feel that recognizing good performance and good attendance are key factors to making employees feel special and happy. We have developed special activities to keep our employees motivated ranging from pizza parties, safety bingo and achievement recognition. We also circulate a newsletter to our employees to keep them informed about what's going on with THEIR Company.

## WOODLEY BUILDING MAINTENANCE CLIENT REFERENCES



Business	Years of Service	Type of Facility	Contact Person	Telephone Number
1. Crown Center, Kessinger-Hunter	34 years	Office and Retail	Jerry Patek	816-274-8917
2. ATT – 220 Locations MO / IA	2 year	Call Center / Offices	John Mazurek	816-995-4210
3. KCP&L	6 years	Office / Power Plants	Rick Steele	816-261-9802
4. Sprint World Headquarters	14 years	Office	Jim Summers	913-794-8065
5. Bayer CropScience	1 years	Plant	Bill Haven	816-365-4738
6. City of Kansas City, MO	7 years	City Building	Robert Rives	816-513-2532
7. Beltra Casino & Resort	2 years	Casino	Tom Sanders	812-438-1234
9. VFW National Headquarters	7 years	Office	Bill Weissend	816-968-1159
10. Coca-Cola	32 years	Office	Nathan Johnson	913-599-9147
11. J E Dunn Headquarters	18 years	Office	Rick Griffin	816-426-8868

- d. Each potential bidder is limited to two (2) individuals at the site inspection.
  - e. The Department reserves the right to accept or reject any person requesting site inspection.
- 1.3.4 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or influence the performance of service described and required by the contractual requirements.
- 1.3.5 Bidders are strongly encouraged to advise the Department at least five (5) days prior to the scheduled tour of the facility, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.3.6 Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Beth Lambert at (573) 526-6494 or [Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov).

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide janitorial services for state-owned buildings located at 3305 Faraon Street, St. Joseph, Missouri for the Department of Corrections, (hereinafter referred to as the Department), in accordance with the provisions and requirements specified herein.
- 2.1.2 The contractor shall provide services for those areas of the building(s) specified by the Department.
- a. The contractor shall agree and understand that the Department may add or delete areas of the building(s) at any time during the term of the contract.
- 2.1.3 The contractor must perform all janitorial services as required herein in a consistent manner satisfactory to and acceptable by the Department in order to provide a clean and sanitary environment for the building(s), the buildings' contents, the buildings' tenants, and the general public. The contractor shall agree and understand that the buildings' tenants shall assign a contact person (hereinafter referred to as the "lead tenant contact person") to inspect, review, oversee, and coordinate janitorial services with the contractor.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, supplies, and cleaning products necessary to perform the services required herein.

### **2.2 Product, Equipment, and Supply Requirements:**

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.
- a. All equipment provided by the contractor must be commercial grade.
  - b. The contractor must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes "Green Label" Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at [www.carpet-rug.org](http://www.carpet-rug.org).)
  - c. Vacuums must be equipped with the proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters shall be inspected

at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

- 2.2.2 Products, Supplies, and Materials (also referred to as "*products*") – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.
- a. *Environmentally Preferable* - In the performance of the services required herein, the contractor should use environmentally preferable products, unless specified elsewhere.
    - 1) For the purposes of the contract, "*environmentally preferable*" shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.
  - b. Active microfiber technology should be used where appropriate to reduce cleaning chemical consumption.
- 2.2.3 The contractor shall furnish supplies including plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, sand for ash trays, disposable liners for sanitary napkin cans, blood and bodily fluid cleanup kits, and all cleaning products necessary to perform the services required herein.
- a. Toilet tissue should be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building(s), and should contain a minimum 20% post-consumer recycled paper (Envision, Scott, Cascades, Green Select, or equal).
  - b. Paper towels should be unbleached, must be folded to fit dispensers installed in the building(s), and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).
  - c. Paper towels must be a good grade consumer roll with full size sheets.
  - d. Liquid hand soap must be a good grade containing antiseptic.
  - e. Plastic trash can liners should be manufactured using 30% recycled materials and of good grade.
  - f. Blood spill and body fluid kits shall meet OSHA standards for blood borne pathogen exposure control.
- 2.2.4 The contractor must provide and maintain in good repair rugs/mats of the size, type, and quantity deemed necessary by the Department. The contractor must replace such rugs/mats as deemed necessary by the Department.
- 2.2.5 The contractor shall be assigned janitorial closets in the buildings for storage of equipment and a limited quantity of the products and supplies necessary for the buildings.
- 2.2.6 The contractor shall not use any product, equipment, or supplies which may be injurious or damaging to the surfaces upon which they are to be applied.
- 2.2.7 Prior to the contractor's use of any product/chemical in the building(s), the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building(s). The Material Safety Data Sheets shall become the property of the State of Missouri.

**2.3 Specific Service Requirements:** The contractor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc. The contractor shall perform the listed tasks beginning no earlier than of 6:00 p.m. and ending no later than 12:00 a.m., Monday through Friday, including state holidays (<http://oa.mo.gov/commissioner/state-holidays>) unless other days or times are approved by the lead tenant contact person.

**2.3.1 DAILY REQUIREMENTS:** The contractor shall perform the following tasks on a daily basis (Monday through Friday).

- a. Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats.
- b. Replace rugs/mats when necessary.
- c. Spot clean all carpet as spots appear.
- d. Thoroughly sweep and wet mop all hard service floors to give a clean and satisfactory appearance.
- e. Empty all wastebaskets, trash cans and disposal containers, and place trash in appropriate containers.
- f. Change all liners in kitchens, break rooms, and the lobby.
- g. Replace plastic liners general staffing areas, and wash wastebaskets as needed.
- h. Clean all kitchens and break rooms; wash and disinfect all hard surfaces.
- i. Clean and disinfect drinking fountains.
- j. Clean and disinfect all sinks in the building.
- k. Wash all tables in building, including classroom and dining room tables.
- l. Wipe all plastic chairs, as needed.
- m. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside), removing all fingerprints and dirt. Spot clean all other doors and frames.
- n. Spot clean all interior glass, as needed.
- o. Spot clean all walls, doors, frames, and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
- p. Clean light fixtures, as needed, to remove insects, dirt, etc. in and/or on the fixtures.
- q. Remove all trash and sweep sidewalks for ten (10) feet from all entrances/exits to the building.
- r. Sift sand and remove cigarette butts from all smoking receptacles outside the building. Replace sand when it becomes discolored.
- s. Clean janitorial closets as needed after completion of the daily tasks and before exiting the building.
- t. Perform any and all other related and contingent miscellaneous janitorial cleaning duties, which may arise from time to time.

2.3.2 WEEKLY REQUIREMENTS: The contractor shall perform the following tasks at least one (1) time per week.

- a. Wipe/dust all horizontal and vertical surfaces to give a clean and satisfactory appearance.
- b. Clean the tops, fronts, and sides of all vending machines.
- c. Spray buff/high speed buff all vinyl tile floors.
- d. Clean and disinfect all telephones.
- e. Remove all trash and debris from the outside perimeter of the building(s), including parking lot(s).

2.3.3 MONTHLY REQUIREMENTS: The contractor shall perform the following tasks one (1) time per month, within the first ten (10) consecutive work days of each month. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant contact person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply two (2) coats of skid-proof floor wax finish to vinyl tile. Do not wax ceramic tile.
- b. Clean/dust all venetian/mini-blinds.
- c. Clean all baseboards.
- d. Clean/vacuum cloth cubicle partitions, including the bases and tops.
- e. Clean/vacuum all vent covers.
- f. Dust all coat racks.

2.3.4 QUARTERLY REQUIREMENTS: The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant contact person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Clean interior windows and other glass surfaces.
- b. Brush and spot clean fabric furniture as needed.
- c. Thoroughly wash, clean, and disinfect all wastebaskets.
- d. Clean tops of wall-mounted cabinets.

2.3.5 SEMI-ANNUAL REQUIREMENTS: The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10<sup>th</sup> of the month. The first performance of each task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building(s), the state agency may waive the requirement for performing one or more of the following tasks for the first six months of the original contract period only. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant contact person. Prior to performing the tasks listed, the contractor must

notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Strip and refinish all vinyl tile floors with two (2) coats of skid-proof wax. Do not wax ceramic tile.
- b. 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 or the state agency.
- c. Dust all exposed pipes and ductwork.
- d. Thoroughly wash all exterior windows, including frames and mullions, to maintain a satisfactory appearance.
- e. Vacuum all upholstered furniture.

**2.4 Restroom Requirements:** The contractor shall clean and disinfect all restrooms located in the buildings, in accordance with the following. For purposes of restroom, kitchen, and break room requirements, "clean" shall be defined as disinfecting, polishing, and removing all water spots. Disinfectant must be a "hospital" grade quaternary disinfectant that kills fungus, viruses, and bacteria and has organic soil tolerance.

2.4.1 The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday, including state holidays (<http://oa.mo.gov/commissioner/state-holidays>), unless other days or times are approved by the lead tenant contact person.

2.4.2 **DAILY REQUIREMENTS:** The contractor shall perform the following tasks on a daily basis (Monday through Friday).

- a. Clean all restrooms including washing and disinfecting all hard surfaces located in the building.
- b. Clean toilet bowls and seats, urinals, hand basins, counter tops, baby changing stations, and the walls around these fixtures.
- c. Clean all mirrors, bright work, chrome pipes, and fittings.
- d. Sweep and wet mop all restroom floors using a disinfectant.
- e. Clean stall partitions, doors, door frames, and push plates (all sides).
- f. Dust or wipe all horizontal surfaces.
- g. Empty and clean (inside and out) all trash containers and disposals; change liners daily.
- h. Replace all sanitary napkin receptacle liners.
- i. Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- j. Remove all spots, stains, scuff marks, finger and handprints from surfaces.
- k. Report any and all damage found.

2.4.3 **WEEKLY REQUIREMENTS:** The contractor shall perform the following weekly tasks one (1) time per week.

- a. Clean air diffusers in all restrooms.
- b. Spray buff/burnish floors.
- c. Spot clean exposed pipes.
- d. Clean all vent covers.

2.4.4 **MONTHLY REQUIREMENTS:** One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly tasks listed below. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Clean and disinfect all walls.
- b. Thoroughly machine scrub all restroom floors, removing all scuff and black marks. Apply two (2) coats of skid proof finish on vinyl floors. Do not wax ceramic tile.

## **2.5 Personnel Requirements:**

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

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

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

- a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
- b. By no later than ten (10) days after the award of the contract, the contractor shall provide the state agency and lead tenant contact person with the name, address, and telephone number for the contractor contact person.

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

- 2.5.5 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.
- 2.5.6 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site, are wearing an article of clothing identifying the contractor, and have a visible picture identification tag at all times.
- 2.5.7 The contractor and/or the contractor's personnel must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency or lead tenant contact person.
- 2.5.8 The contractor's personnel shall not loiter in the building(s) nor smoke anywhere in the building(s), including any interior loading dock area.
- 2.5.9 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones or equipment in the building(s).

## **2.6 Security Requirements:**

- 2.6.1 The contractor shall prevent all unauthorized persons from entering the building(s) and shall keep the building(s) locked while the contractor and the contractor's personnel are on the premises.
- 2.6.2 When the contractor and/or the contractor's personnel leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to state agency or lead tenant contact person's instructions in order to protect the security of the building.
- 2.6.3 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the Department shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.
- a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the lead tenant contact person within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
  - b. At the expiration/termination/cancellation of the contract, the contractor must surrender all the keys issued to the contractor by the lead tenant contact person. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
- 2.6.4 The Department and/or lead tenant contact person shall have the right to deny access to the building(s) to any of the contractor's personnel for any reason.

**2.7 Reporting Requirements:**

- 2.7.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the lead tenant contact person in writing of the anticipated beginning and completion date for each required task. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from the state agency. Such notification shall hereinafter be referred to as the "*task schedule notice*".
- 2.7.2 The contractor shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building(s) or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor's personnel from performing the contractual service. The daily log shall remain at the building(s) at a mutually agreed to location accessible to both the contractor and the lead tenant contact person. The daily log shall become the property of the Department.
- 2.7.3 A communication log shall be located in the janitor's closet for daily communication between the contractor and the lead tenant contact person. All communication between the contractor and the lead tenant contact person regarding the requirements of the contract shall be documented on such log. The lead tenant contact person and the contractor shall check the communication log on a daily basis. All communication shall be responded to in writing the following work day to include the date of the response, and signature of the person responding. The communication log shall remain on the premises of the building and shall remain the property of the Department.

**2.8 Invoicing and Payment Requirements:**

- 2.8.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 2.8.2 Invoicing - The contractor shall submit a monthly invoice for services actually provided to the Department at the address stated below. The contractor's invoice must identify building cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, the contract number, and the dates of service.
- Missouri Department of Corrections  
Accounts Payable  
PO Box 236  
Jefferson City, MO 65102
- 2.8.3 Payment – Upon approval by the Department of the invoice and services provided during the month, the contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for janitorial services actually provided. If a partial month of service is provided, the firm, fixed per square foot, per month price shall be divided by the total number of work days in that particular month to obtain

## 1. INTRODUCTION

### 1.1 Purpose:

1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for janitorial services for 3305 Faraon Street, St. Joseph, Missouri as set forth herein.

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Exhibits A - H
- 5) Terms and Conditions

1.1.3 This is a rebid of IFB 15708434. No award was made.

### 1.2 Background Information:

1.2.1 The building located at 3305 Faraon Street, St. Joseph, Missouri consists of offices of the Department of Corrections, Probation and Parole. There are 59 full time staff currently assigned to this location.

1.2.2 The location is approximately 11,552 total square feet in size. There are approximately 5009 square feet of carpeting and 6543 square feet of tile.

1.2.3 A previous contract exists for the services being obtained via the IFB. A copy of the contract can be viewed and printed from the Department of Corrections website at [http://doc.mo.gov/DHS/General\\_Services\\_Awarded.php](http://doc.mo.gov/DHS/General_Services_Awarded.php). Please reference contract number C313068001 when searching for the document.

### 1.3 Tour of Building:

1.3.1 Potential bidders are invited to attend a non-mandatory pre-bid meeting and a tour of the buildings located at 3305 Faraon Street, St. Joseph, Missouri. The pre-bid meeting and tour will be held on Wednesday, November 18, 2015 beginning promptly at 9:00 a.m. The purpose of the pre-bid meeting and tour is to allow potential bidders an opportunity to ask questions and to inspect the buildings before submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE TOURS AT DIFFERENT TIMES OR DATES.**

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

1.3.3 Any bidder interested in attending the tour should contact James Dollar at (816) 271-3131 extension 227 or [James.Dollar@doc.mo.gov](mailto:James.Dollar@doc.mo.gov), at least three (3) business days prior to the tour to register.

- a. The bidder must provide to Mr. Dollar a valid Missouri driver's license for each person attending. If the person attending does not have a Missouri driver's license, their social security number and date of birth are required.
- b. No one will be admitted after ten (10) minutes from the time set for the beginning of the tour.
- c. Each person attending the tour will be required to have a valid government issued ID. Cell phones, cameras and purses will not be permitted inside the facility.

a per square foot, per day price. The per square foot, per day price shall be, multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.

- 2.8.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever, including, but not limited to, taxes, insurance, penalties, termination payments, attorney fees, liquidated damages, etc.
- a. The Department does not pay state or federal sales tax
- 2.8.5 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of services rendered.
- 2.8.6 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.
- 2.8.7 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line
- 2.8.8 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.8.9 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

### **3. GENERAL REQUIREMENTS**

#### **3.1 Contract:**

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

**3.2 Contract Period:**

3.2.1 The original contract period shall be March 1, 2016 through February 28, 2017. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

**3.3 Renewal Period:**

3.3.1 If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on **Exhibit A, Pricing Page** of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. The Department does not automatically exercise its option for renewal based upon the maximum price and reserves the right to request renewal of the contract at a price less than the maximum price stated.

**3.4 Termination:**

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

**3.5 Price:**

3.5.1 All prices shall be as indicated on the Pricing Page. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.6 Subcontractors:**

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

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
- 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

### **3.7 Contractor Liability:**

- 3.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

### **3.8 Insurance:**

- 3.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. The contractor shall submit evidence of insurance coverage to the Department upon award of the contract.

### **3.9 Contractor's Employees**

- 3.9.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks every year for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.

- 3.9.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 3.9.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 3.9.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
- 1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
  - 2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 3.9.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 3.9.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.
- 3.10 Affidavit of Work Authorization and Documentation:**
- 3.10.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigration Responsibility Act (IIRIRA) and INA Section 274A.
- 3.10.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 3.10.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

### 3.11 E-Verify:

- 3.11.1 If the contractor meets the definition of a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
  - b. Provide to the Department the documentation required **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
  - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
- 3.11.2 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## 4. BIDDER'S INSTRUCTIONS

### 4.1 Contact:

- 4.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Procurement Officer identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.
- 4.1.2 Bidders are cautioned not to contact any other employees of the Department concerning this procurement during the competitive bidding and evaluation processes. Inappropriate contacts are grounds for exclusions from this or future opportunities.

### 4.2 Vendor Information Data Form:

- 4.2.1 The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, such form can be downloaded at <http://doc.mo.gov/contracts.pfp> and submitted with the bid response, mailed or faxed to the numbers indicated on the form, or emailed to [doc.vendorinfo@doc.mo.gov](mailto:doc.vendorinfo@doc.mo.gov).

### 4.3 Bid Submittal Documentation:

- 4.3.1 The bidder should include completed copies of each exhibit and any other documentation requested or required herein with the bid. The bidder is cautioned that it is the bidder's sole responsibility to submit requested information and that the Department is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may adversely affect the evaluation of the bid.

- 4.3.2 The bidder shall submit firm fixed prices on **Exhibit A, Pricing Page**.
- 4.3.3 Experience - The bidder should complete **Exhibit B, Current/Prior Experience Verification** with information related to previous and current services/contracts performed by the bidder's organization which are similar to the requirements of this IFB. If the bidder is proposing an entity other than the bidder to perform the required services, the bidder should also submit the information requested for such proposed subcontractor. If information about current and/or previous experiences is not identified in the bid or a sufficient number is not provided, the Department may request such information. If requested, the Department must receive the information by no later than the date specified by the Department at the time of the request.
- 4.3.4 The bidder should complete and submit **Exhibit C, Miscellaneous Information**.
- 4.3.5 Familiarity with the Building – The bidder must be familiar with the buildings. In order to be considered *familiar* with the buildings, the bidder must either have attended the scheduled tour or have knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services.
- a. The Department will maintain an attendance record documenting the bidders who attended the scheduled tour. The bidder shall be responsible for ensuring the bidder's attendance at the tour is documented. If the attendance record does not document the bidder's attendance at the tour, the bidder will not be recognized for having attended the tour.
  - b. If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder's knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services. Space is provided for the bidder to provide such information on **Exhibit C, Miscellaneous Information**.
    - 1) For purposes of this procurement, a bidder will be considered knowledgeable of the buildings for reasons including, but not necessarily limited to, providing janitorial services in the buildings within the past three years.
    - 2) The bidder is advised that a review of building floor plans, an independent public viewing of the building, or discussions with Department personnel regarding the buildings shall not, for janitorial purposes, satisfy the requirement regarding a bidder having knowledge of the buildings.

#### **4.4 Business Compliance:**

- 4.4.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:
- Registration of business name (if applicable)
  - Certificate of authority to transact business/certificate of good standing (if applicable)
  - Taxes (e.g., city/county/state/federal)
  - State and local certifications (e.g., professions/occupations/activities)
  - Licenses and permits (e.g., city/county license, sales permits)
  - Insurance (e.g., worker's compensation/unemployment compensation)

**4.5 Evaluation and Award Process:**

4.5.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

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

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
  - ✓ Participation Commitment - The bidder must complete **Exhibit E, Participation Commitment**, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
  - ✓ Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit F, Documentation of Intent to Participate Form**, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

c. The websites for the Missouri Lighthouse for the Blind and the Alhpointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

d. Commitment – If the bidder’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit E, Participation Commitment**, shall be interpreted as a contractual requirement.

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

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

a. Objective Evaluation of Cost – The evaluation of cost shall be based on the total annual cost, determined by using the prices stated on the Pricing Page for Janitorial Services multiplied by the total square footage amount specified in the Background Section of the IFB. The evaluation of cost will include the original and any potential renewal periods.

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 + \text{Earned Preference Points} = \text{Total Evaluation Points}$$

**Note: The prompt payment discount terms will not be used in any cost calculations.**

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

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

a. The Department reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the bidder or any subcontractor(s) proposed to provide the janitorial services within the past three (3) years, (2) inability of the bidder to document performance of janitorial services within the past three years which are similar to the services required herein, particularly provided in a similar sized office building for a period of not less than twelve consecutive months, and/or (3) the bidder’s failure to document familiarity with the building,

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

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

STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS

**TERMS AND CONDITIONS – INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Amendment** means a written, official modification to an IFB or to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Amendments.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

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

- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### **3. CONTRACT ADMINISTRATION**

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

### **4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the Department's website.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance.

### **5. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number *and* the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

## **7. BID OPENING**

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **8. PREFERENCES**

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

## **9. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.

- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

## **10. CONTRACT/PURCHASE ORDER**

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

## **11. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

## **12. DELIVERY**

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

### **13. INSPECTION AND ACCEPTANCE**

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

### **14. WARRANTY**

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

### **15. CONFLICT OF INTEREST**

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

### **16. CONTRACTOR STATUS**

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees), and damage of any kind related to such matters.

### **17. REMEDIES AND RIGHTS**

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

the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

#### **18. SEVERABILITY**

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

#### **19. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

#### **20. TERMINATION OF CONTRACT**

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

#### **21. ASSIGNMENT OF CONTRACT**

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

#### **22. COMMUNICATIONS AND NOTICES**

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

#### **23. FORCE MAJEURE**

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

#### **24. CONTRACT EXTENSION**

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

#### **25. INSURANCE**

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

#### **26. BANKRUPTCY OR INSOLVENCY**

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

#### **27. INVENTIONS, PATENTS AND COPYRIGHTS**

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

#### **28. CONTRACTOR PROPERTY**

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

#### **29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
  1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  2. The identification of a person designated to handle affirmative action;
  3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

4. The exclusion of discrimination from all collective bargaining agreements; and
  5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

### **30. AMERICANS WITH DISABILITIES ACT**

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

### **31. FILING AND PAYMENT OF TAXES**

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

### **32. TITLES**

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

Revised 08/07/2014

- Disinfect: Handle on Door.
- Top of refrid,
- Top of Door. Voe.
- Top of Van
- Disinf. Key Pad.
- Glass front wipe down from

**EXHIBIT A, Pricing Page**

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

Description c/s code: 91039	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
Janitorial Services for: 3305 Faraon Street St. Joseph, Missouri	\$ 0.12 per square foot, per month	\$ 0.12 per square foot, per month	\$ 0.12 per square foot, per month

**Terms:**

The bidder should state below its discount terms offered for the prompt payment of invoices.

\_\_\_\_\_ % if paid within \_\_\_\_\_ days of receipt of invoice.

**Employee Bidding/Conflict of Interest:**

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:

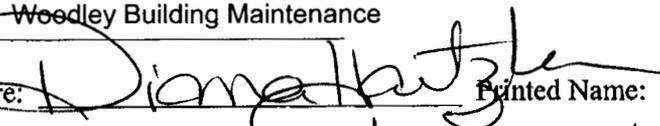
N/A

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:

Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: \_\_\_\_\_ %

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specification contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: Woodley Building Maintenance

Authorized Signature:  Printed Name: Diana Hartzler

Date: 11/30/15 Email: diana.hartzler@LBMServices.com

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE VERIFICATION**

The bidder should copy and complete this form documenting the bidder and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the bidder is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Bidder Name or Subcontractor Name:</b> <u>Woodley Building Maintenance</u>	
<b>Reference Information (Current/Prior Services Performed For):</b>	
Name and Address of Reference Company:	City of Kansas City
Name, Title, Telephone Number, and Email Address of Reference Contact Person:	Robert Rives 816-513-2532 robert.rives@kcmo.org
Dates of Service:	2008
If contract has terminated, specify reason:	still in place
Annual Dollar Value of Services	1 million Annually
Description of the Building (e.g. office bldg., warehouse, doctor's office, etc.) and Number of People Occupying the Building	Office buildings, court rooms, jail cells, etc.
Square Footage of the Building	Total Square Feet Cleaned: <u>1 million over 35 buildings</u> Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Prior Services Performed, Including <ul style="list-style-type: none"> <li>• Whether the Bidder Provided the Cleaning Equipment/Supplies and Chemicals</li> <li>• Whether the Bidder Performed the Carpet Cleaning</li> <li>• Whether a Day Porter/Matron was Provided</li> </ul>	day cleaning to nightly cleaning with day porters.

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the Department for additional discussions regarding my/my company's association with the bidder referenced above:

\_\_\_\_\_  
*Signature of Person Verifying Information*

\_\_\_\_\_  
*Date of Signature*

**EXHIBIT C**  
**MISCELLANEOUS INFORMATION**

**Familiarity with the Building** - If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder's knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services.

I was the only bidder that attended the bid walk. I am very familiar with this building we are the  
 \_\_\_\_\_  
 current cleaning company.  
 \_\_\_\_\_

**Current/Prior Contracts:** The bidder should identify all of the buildings for which the bidder is currently or has provided janitorial services within the past five (5) years, the type of buildings, dates of the services provided, and the total square footage of the area being cleaned.

<b>Building</b>	<b>Type of Building (e.g. Office Building, Warehouse, School)</b>	<b>Date of Services Provided</b>	<b>Square Footage of Area Being Cleaned</b>
KCP&L - 35 buildings	Office, Fleet and power plants	2010	500,000
Crown Center	Office and Retail space	1980	2.5 million
Sprint World Headquarters	Office	1998	4 million
Bayer CropScience	Office and Plant	2014	200,000
VFW - Headquarters	Office	2008	150,000
J E Dunn	Office	2000	200,000
Lexmark	Office	2014	210,000
One KC Place	Office	2014	500,000

**Proposed Subcontractor** - The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Division of Purchasing and Materials Management reserves the right to request such information.

<b>Proposed Subcontractor Provide Name and Address</b>	<b>Identify the Service Proposed to be Provided by the Proposed Subcontractor</b>
N/A we self perform	

**EXHIBIT D, (CONTINUED)**

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

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

Date of Previous E-Verify Documentation Submission: 01/01/15 We submit an update at the beginning of every year.

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

<u>Diana Hartzler</u>	
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
<u>Woodley Building Maintenance</u>	<u>11/30/15</u>
Business Entity Name	Date
<u>diana.hartzler@wbmservices.com</u>	<u>166819</u>
E-Mail Address	E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Procurement Officer

\_\_\_\_\_  
Date

**EXHIBIT D, (CONTINUED)**

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

**BOX B - CURRENT BUSINESS ENTITY STATUS**

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

Diana Hartzler Authorized Business Entity Representative's Name (Please Print)      Diana Hartzler Authorized Business Entity Representative's Signature

Business Development Business Entity Name      10/3/15 Date

DianaHartzler@LWMservices.com E-Mail Address

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

Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

AND

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

**EXHIBIT D, (CONTINUED)**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

Diana Hartzler Diana Hartzler  
Authorized Representative's Signature Printed Name  
Business Development 12/3/15  
Title Date  
Diana.hartzler@UBMServices.com  
E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this 3<sup>rd</sup> of December, 2015 am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of Jackson, State of  
(NAME OF COUNTY)  
Missouri, and my commission expires on January 20, 2019  
(NAME OF STATE) (DATE)

Frances K. Wright 12/3/15  
Signature of Notary Date



FRANCES K. WRIGHT  
My Commission Expires  
January 20, 2019  
Jackson County  
Commission #15411040

Company ID Number: 166819

## ARTICLE I

### **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **J & R Investments, Inc. dba Woodley Building Maintenance** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

## ARTICLE II

### **FUNCTIONS TO BE PERFORMED**

#### **A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

#### **B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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**ARTICLE III**

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF  
HOMELAND SECURITY**

**A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. [The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

**B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### ARTICLE IV

#### SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### ARTICLE V

#### PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 166819

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

**Employer J & R Investments, Inc. dba Woodley Building Maintenance**

**Robery Woodley**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

\_\_\_\_\_  
11/24/2008

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

Company ID Number: 166819

**USCIS Verification Division**

Name (Please type or print)

*Electronically Signed*

Signature

Title

11/24/2008

Date



Company ID Number: 166819

E-mail Address:	<b>robble.woodley@wbmservices.com</b>		
Name:	<b>David L Burgan II</b>	Fax Number:	<b>(573) 256 - 1555</b>
Telephone Number:	<b>(573) 256 - 1544</b>		
E-mail Address:	<b>david.burgan@wbmservices.com</b>		
Name:	<b>Dennis E Dusenberry</b>	Fax Number:	<b>(816) 474 - 0884</b>
Telephone Number:	<b>(816) 545 - 2157</b>		
E-mail Address:	<b>ddusen1@hallmark.com</b>		
Name:	<b>Andrea Dorio</b>	Fax Number:	<b>(904) 443 - 5079</b>
Telephone Number:	<b>(904) 588 - 8332</b>		
E-mail Address:	<b>andrea.dorio@wbmservices.com</b>		
Name:	<b>Jacqueline Evans</b>	Fax Number:	<b>(812) 438 - 3634</b>
Telephone Number:	<b>(812) 438 - 1234 ext. 4381</b>		
E-mail Address:	<b>wbmservices@earthlink.net</b>		

Company ID Number: 166819

E-mail Address:	<b>robbie.woodley@wbmservices.com</b>	
Name:	<b>David L Burgan II</b>	
Telephone Number:	<b>(573) 256 - 1544</b>	Fax Number: <b>(573) 256 - 1555</b>
E-mail Address:	<b>david.burgan@wbmservices.com</b>	
Name:	<b>Dennis E Dusenberry</b>	
Telephone Number:	<b>(816) 545 - 2157</b>	Fax Number: <b>(816) 474 - 0884</b>
E-mail Address:	<b>ddusen1@hallinark.com</b>	
Name:	<b>Andrea Dorio</b>	
Telephone Number:	<b>(904) 588 - 8332</b>	Fax Number: <b>(904) 443 - 5079</b>
E-mail Address:	<b>andrea.dorio@wbmservices.com</b>	
Name:	<b>Jacquellne Evans</b>	
Telephone Number:	<b>(812) 438 - 1234 ext. 4381</b>	Fax Number: <b>(812) 438 - 3634</b>
E-mail Address:	<b>wbmservices@earthlink.net</b>	

**EXHIBIT E**  
**PARTICIPATION COMMITMENT**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b> By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
<b>Line Item 001</b>	
1.  N/A	Product/Service(s) proposed: IFB Paragraph References:
2.	Product/Service(s) proposed: IFB Paragraph References:
<b>Line Item 002</b>	
1.	Product/Service(s) proposed: IFB Paragraph References:
2.	Product/Service(s) proposed: IFB Paragraph References:

**EXHIBIT F**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered  
for the Blind \_\_\_\_\_ Workshop

Name of Organization: NIA  
(Name of Organization for the Blind or Sheltered Workshop)

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

Certification Expiration Date: \_\_\_\_\_

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

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(Organization for the Blind or Sheltered Workshop)*

\_\_\_\_\_  
*Date (Dated no earlier than the IFB issuance date)*

**EXHIBIT G**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

**DEFINITIONS:**

**Service-Disabled Veteran (SDV)** 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 Enterprise (SDVE)** 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.

**STANDARDS:**

The following standards shall be used by the Department in determining whether an individual, business, or organization qualifies as a SDVE:

- a. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.
- c. Having the management and daily business operations controlled by one (1) or more SDVs;
- d. Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- e. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a. a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- b. a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- c. a completed copy of this exhibit.

**EXHIBIT G (continued)**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of Missouri State Agency or Public University\* to Which the SDV's Documents were Submitted:

N/A

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

Date SDV's Documents were Submitted: \_\_\_\_\_

Previous Bid/Contract Number for Which the SDV's Documents were Submitted: \_\_\_\_\_  
(if known)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed above pursuant to 1 CSR 40-1.050.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Enterprise Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran  
Business Enterprise

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website ([www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

**EXHIBIT H**

**MISSOURI SECRETARY OF STATE/AUTHORIZATION TO TRANSACT BUSINESS**

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo.                  (<a href="http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html">http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html</a>)</p>	
<p>If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: <u>J &amp; R Investments, Inc</u>                  Missouri State Charter # <u>0097888</u></p>
<p>If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption _____                  (List section and paragraph number)                  Stated in section 351.572.1 RSMo,                  _____                  (State Legal Business Name)</p>

# INVITATION FOR BID



Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102

Buyer of Record:  
Beth Lambert  
Procurement Officer II  
Telephone: (573) 526-6494  
[Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov)

# IFB 16708176

Janitorial Services  
FOR  
Department of Corrections  
St. Joseph, MO

Contract Period: Date of Award through One  
Year  
Date of Issue: November 2, 2015  
Page 1 of 39

**Bids Must Be Received No Later Than:**

**2:00 p.m., December 2, 2015**

Sealed bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Federal EIN #: \_\_\_\_\_ State Vendor #: \_\_\_\_\_  
Email: \_\_\_\_\_

Authorized Signer's Printed Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Bid Date: \_\_\_\_\_

## NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Ellis McSwain, Chairman, Board of Probation and Parole

\_\_\_\_\_  
Date

*The original cover page, including amendments, should be signed and returned with the bid.*

## 1. INTRODUCTION

### 1.1 Purpose:

1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for janitorial services for 3305 Faraon Street, St. Joseph, Missouri as set forth herein.

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Exhibits A - H
- 5) Terms and Conditions

1.1.3 This is a rebid of IFB 15708434. No award was made.

### 1.2 Background Information:

1.2.1 The building located at 3305 Faraon Street, St. Joseph, Missouri consists of offices of the Department of Corrections, Probation and Parole. There are 59 full time staff currently assigned to this location.

1.2.2 The location is approximately 11,552 total square feet in size. There are approximately 5009 square feet of carpeting and 6543 square feet of tile.

1.2.3 A previous contract exists for the services being obtained via the IFB. A copy of the contract can be viewed and printed from the Department of Corrections website at [http://doc.mo.gov/DHS/General\\_Services\\_Awarded.php](http://doc.mo.gov/DHS/General_Services_Awarded.php). Please reference contract number C313068001 when searching for the document.

### 1.3 Tour of Building:

1.3.1 Potential bidders are invited to attend a non-mandatory pre-bid meeting and a tour of the buildings located at 3305 Faraon Street, St. Joseph, Missouri. The pre-bid meeting and tour will be held on Wednesday, November 18, 2015 beginning promptly at 9:00 a.m. The purpose of the pre-bid meeting and tour is to allow potential bidders an opportunity to ask questions and to inspect the buildings before submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE TOURS AT DIFFERENT TIMES OR DATES.**

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

1.3.3 Any bidder interested in attending the tour should contact James Dollar at (816) 271-3131 extension 227 or [James.Dollar@doc.mo.gov](mailto:James.Dollar@doc.mo.gov), at least three (3) business days prior to the tour to register.

- a. The bidder must provide to Mr. Dollar a valid Missouri driver's license for each person attending. If the person attending does not have a Missouri driver's license, their social security number and date of birth are required.
- b. No one will be admitted after ten (10) minutes from the time set for the beginning of the tour.
- c. Each person attending the tour will be required to have a valid government issued ID. Cell phones, cameras and purses will not be permitted inside the facility.

- d. Each potential bidder is limited to two (2) individuals at the site inspection.
  - e. The Department reserves the right to accept or reject any person requesting site inspection.
- 1.3.4 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or influence the performance of service described and required by the contractual requirements.
- 1.3.5 Bidders are strongly encouraged to advise the Department at least five (5) days prior to the scheduled tour of the facility, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.3.6 Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Beth Lambert at (573) 526-6494 or [Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov).

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide janitorial services for state-owned buildings located at 3305 Faraon Street, St. Joseph, Missouri for the Department of Corrections, (hereinafter referred to as the Department), in accordance with the provisions and requirements specified herein.
- 2.1.2 The contractor shall provide services for those areas of the building(s) specified by the Department.
- a. The contractor shall agree and understand that the Department may add or delete areas of the building(s) at any time during the term of the contract.
- 2.1.3 The contractor must perform all janitorial services as required herein in a consistent manner satisfactory to and acceptable by the Department in order to provide a clean and sanitary environment for the building(s), the buildings' contents, the buildings' tenants, and the general public. The contractor shall agree and understand that the buildings' tenants shall assign a contact person (hereinafter referred to as the "lead tenant contact person") to inspect, review, oversee, and coordinate janitorial services with the contractor.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, supplies, and cleaning products necessary to perform the services required herein.

### **2.2 Product, Equipment, and Supply Requirements:**

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.
- a. All equipment provided by the contractor must be commercial grade.
  - b. The contractor must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes "Green Label" Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at [www.carpet-rug.org](http://www.carpet-rug.org).)
  - c. Vacuums must be equipped with the proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters shall be inspected

at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

- 2.2.2 Products, Supplies, and Materials (also referred to as "*products*") – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.
- a. *Environmentally Preferable* - In the performance of the services required herein, the contractor should use environmentally preferable products, unless specified elsewhere.
    - 1) For the purposes of the contract, "*environmentally preferable*" shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.
  - b. Active microfiber technology should be used where appropriate to reduce cleaning chemical consumption.
- 2.2.3 The contractor shall furnish supplies including plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, sand for ash trays, disposable liners for sanitary napkin cans, blood and bodily fluid cleanup kits, and all cleaning products necessary to perform the services required herein.
- a. Toilet tissue should be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building(s), and should contain a minimum 20% post-consumer recycled paper (Envision, Scott, Cascades, Green Select, or equal).
  - b. Paper towels should be unbleached, must be folded to fit dispensers installed in the building(s), and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).
  - c. Paper towels must be a good grade consumer roll with full size sheets.
  - d. Liquid hand soap must be a good grade containing antiseptic.
  - e. Plastic trash can liners should be manufactured using 30% recycled materials and of good grade.
  - f. Blood spill and body fluid kits shall meet OSHA standards for blood borne pathogen exposure control.
- 2.2.4 The contractor must provide and maintain in good repair rugs/mats of the size, type, and quantity deemed necessary by the Department. The contractor must replace such rugs/mats as deemed necessary by the Department.
- 2.2.5 The contractor shall be assigned janitorial closets in the buildings for storage of equipment and a limited quantity of the products and supplies necessary for the buildings.
- 2.2.6 The contractor shall not use any product, equipment, or supplies which may be injurious or damaging to the surfaces upon which they are to be applied.
- 2.2.7 Prior to the contractor's use of any product/chemical in the building(s), the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building(s). The Material Safety Data Sheets shall become the property of the State of Missouri.

**2.3 Specific Service Requirements:** The contractor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc. The contractor shall perform the listed tasks beginning no earlier than of 6:00 p.m. and ending no later than 12:00 a.m., Monday through Friday, including state holidays (<http://oa.mo.gov/commissioner/state-holidays>) unless other days or times are approved by the lead tenant contact person.

2.3.1 **DAILY REQUIREMENTS:** The contractor shall perform the following tasks on a daily basis (Monday through Friday).

- a. Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats.
- b. Replace rugs/mats when necessary.
- c. Spot clean all carpet as spots appear.
- d. Thoroughly sweep and wet mop all hard service floors to give a clean and satisfactory appearance.
- e. Empty all wastebaskets, trash cans and disposal containers, and place trash in appropriate containers.
- f. Change all liners in kitchens, break rooms, and the lobby.
- g. Replace plastic liners general staffing areas, and wash wastebaskets as needed.
- h. Clean all kitchens and break rooms; wash and disinfect all hard surfaces.
- i. Clean and disinfect drinking fountains.
- j. Clean and disinfect all sinks in the building.
- k. Wash all tables in building, including classroom and dining room tables.
- l. Wipe all plastic chairs, as needed.
- m. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside), removing all fingerprints and dirt. Spot clean all other doors and frames.
- n. Spot clean all interior glass, as needed.
- o. Spot clean all walls, doors, frames, and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
- p. Clean light fixtures, as needed, to remove insects, dirt, etc. in and/or on the fixtures.
- q. Remove all trash and sweep sidewalks for ten (10) feet from all entrances/exits to the building.
- r. Sift sand and remove cigarette butts from all smoking receptacles outside the building. Replace sand when it becomes discolored.
- s. Clean janitorial closets as needed after completion of the daily tasks and before exiting the building.
- t. Perform any and all other related and contingent miscellaneous janitorial cleaning duties, which may arise from time to time.

2.3.2 **WEEKLY REQUIREMENTS:** The contractor shall perform the following tasks at least one (1) time per week.

- a. Wipe/dust all horizontal and vertical surfaces to give a clean and satisfactory appearance.
- b. Clean the tops, fronts, and sides of all vending machines.
- c. Spray buff/high speed buff all vinyl tile floors.
- d. Clean and disinfect all telephones.
- e. Remove all trash and debris from the outside perimeter of the building(s), including parking lot(s).

2.3.3 **MONTHLY REQUIREMENTS:** The contractor shall perform the following tasks one (1) time per month, within the first ten (10) consecutive work days of each month. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant contact person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply two (2) coats of skid-proof floor wax finish to vinyl tile. Do not wax ceramic tile.
- b. Clean/dust all venetian/mini-blinds.
- c. Clean all baseboards.
- d. Clean/vacuum cloth cubicle partitions, including the bases and tops.
- e. Clean/vacuum all vent covers.
- f. Dust all coat racks.

2.3.4 **QUARTERLY REQUIREMENTS:** The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant contact person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Clean interior windows and other glass surfaces.
- b. Brush and spot clean fabric furniture as needed.
- c. Thoroughly wash, clean, and disinfect all wastebaskets.
- d. Clean tops of wall-mounted cabinets.

2.3.5 **SEMI-ANNUAL REQUIREMENTS:** The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10<sup>th</sup> of the month. The first performance of each task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building(s), the state agency may waive the requirement for performing one or more of the following tasks for the first six months of the original contract period only. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant contact person. Prior to performing the tasks listed, the contractor must

notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Strip and refinish all vinyl tile floors with two (2) coats of skid-proof wax. Do not wax ceramic tile.
- b. 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 or the state agency.
- c. Dust all exposed pipes and ductwork.
- d. Thoroughly wash all exterior windows, including frames and mullions, to maintain a satisfactory appearance.
- e. Vacuum all upholstered furniture.

**2.4 Restroom Requirements:** The contractor shall clean and disinfect all restrooms located in the buildings, in accordance with the following. For purposes of restroom, kitchen, and break room requirements, “*clean*” shall be defined as disinfecting, polishing, and removing all water spots. Disinfectant must be a “*hospital*” grade quaternary disinfectant that kills fungus, viruses, and bacteria and has organic soil tolerance.

2.4.1 The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday, including state holidays (<http://oa.mo.gov/commissioner/state-holidays>), unless other days or times are approved by the lead tenant contact person.

2.4.2 **DAILY REQUIREMENTS:** The contractor shall perform the following tasks on a daily basis (Monday through Friday).

- a. Clean all restrooms including washing and disinfecting all hard surfaces located in the building.
- b. Clean toilet bowls and seats, urinals, hand basins, counter tops, baby changing stations, and the walls around these fixtures.
- c. Clean all mirrors, bright work, chrome pipes, and fittings.
- d. Sweep and wet mop all restroom floors using a disinfectant.
- e. Clean stall partitions, doors, door frames, and push plates (all sides).
- f. Dust or wipe all horizontal surfaces.
- g. Empty and clean (inside and out) all trash containers and disposals; change liners daily.
- h. Replace all sanitary napkin receptacle liners.
- i. Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- j. Remove all spots, stains, scuff marks, finger and handprints from surfaces.
- k. Report any and all damage found.

2.4.3 WEEKLY REQUIREMENTS: The contractor shall perform the following weekly tasks one (1) time per week.

- a. Clean air diffusers in all restrooms.
- b. Spray buff/burnish floors.
- c. Spot clean exposed pipes.
- d. Clean all vent covers.

2.4.4 MONTHLY REQUIREMENTS: One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly tasks listed below. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated herein.

- a. Clean and disinfect all walls.
- b. Thoroughly machine scrub all restroom floors, removing all scuff and black marks. Apply two (2) coats of skid proof finish on vinyl floors. Do not wax ceramic tile.

## **2.5 Personnel Requirements:**

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

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

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

- a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
- b. By no later than ten (10) days after the award of the contract, the contractor shall provide the state agency and lead tenant contact person with the name, address, and telephone number for the contractor contact person.

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

- 2.5.5 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.
- 2.5.6 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site, are wearing an article of clothing identifying the contractor, and have a visible picture identification tag at all times.
- 2.5.7 The contractor and/or the contractor's personnel must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency or lead tenant contact person.
- 2.5.8 The contractor's personnel shall not loiter in the building(s) nor smoke anywhere in the building(s), including any interior loading dock area.
- 2.5.9 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones or equipment in the building(s).

## **2.6 Security Requirements:**

- 2.6.1 The contractor shall prevent all unauthorized persons from entering the building(s) and shall keep the building(s) locked while the contractor and the contractor's personnel are on the premises.
- 2.6.2 When the contractor and/or the contractor's personnel leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to state agency or lead tenant contact person's instructions in order to protect the security of the building.
- 2.6.3 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the Department shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.
- a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the lead tenant contact person within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
  - b. At the expiration/termination/cancellation of the contract, the contractor must surrender all the keys issued to the contractor by the lead tenant contact person. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
- 2.6.4 The Department and/or lead tenant contact person shall have the right to deny access to the building(s) to any of the contractor's personnel for any reason.

**2.7 Reporting Requirements:**

- 2.7.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the lead tenant contact person in writing of the anticipated beginning and completion date for each required task. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from the state agency. Such notification shall hereinafter be referred to as the “*task schedule notice*”.
- 2.7.2 The contractor shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building(s) or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor’s personnel from performing the contractual service. The daily log shall remain at the building(s) at a mutually agreed to location accessible to both the contractor and the lead tenant contact person. The daily log shall become the property of the Department.
- 2.7.3 A communication log shall be located in the janitor’s closet for daily communication between the contractor and the lead tenant contact person. All communication between the contractor and the lead tenant contact person regarding the requirements of the contract shall be documented on such log. The lead tenant contact person and the contractor shall check the communication log on a daily basis. All communication shall be responded to in writing the following work day to include the date of the response, and signature of the person responding. The communication log shall remain on the premises of the building and shall remain the property of the Department.

**2.8 Invoicing and Payment Requirements:**

- 2.8.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor’s original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri’s EFT addendum record to enable the contractor to properly apply the Department’s payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri’s central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 2.8.2 Invoicing - The contractor shall submit a monthly invoice for services actually provided to the Department at the address stated below. The contractor’s invoice must identify building cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, the contract number, and the dates of service.
- Missouri Department of Corrections  
Accounts Payable  
PO Box 236  
Jefferson City, MO 65102
- 2.8.3 Payment – Upon approval by the Department of the invoice and services provided during the month, the contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for janitorial services actually provided. If a partial month of service is provided, the firm, fixed per square foot, per month price shall be divided by the total number of work days in that particular month to obtain

a per square foot, per day price. The per square foot, per day price shall be, multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.

- 2.8.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever, including, but not limited to, taxes, insurance, penalties, termination payments, attorney fees, liquidated damages, etc.
- a. The Department does not pay state or federal sales tax
- 2.8.5 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of services rendered.
- 2.8.6 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.
- 2.8.7 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line
- 2.8.8 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.8.9 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where the Department staff may access invoices. Upon award of a contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

### **3. GENERAL REQUIREMENTS**

#### **3.1 Contract:**

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

**3.2 Contract Period:**

- 3.2.1 The original contract period shall be March 1, 2016 through February 28, 2017. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

**3.3 Renewal Period:**

- 3.3.1 If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on **Exhibit A, Pricing Page** of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. The Department does not automatically exercise its option for renewal based upon the maximum price and reserves the right to request renewal of the contract at a price less than the maximum price stated.

**3.4 Termination:**

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

**3.5 Price:**

- 3.5.1 All prices shall be as indicated on the Pricing Page. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.6 Subcontractors:**

- 3.6.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
- 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

### **3.7 Contractor Liability:**

- 3.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

### **3.8 Insurance:**

- 3.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. The contractor shall submit evidence of insurance coverage to the Department upon award of the contract.

### **3.9 Contractor's Employees**

- 3.9.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks every year for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.

- 3.9.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 3.9.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 3.9.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
- 1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
  - 2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 3.9.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 3.9.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

### **3.10 Affidavit of Work Authorization and Documentation:**

- 3.10.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigration Responsibility Act (IIRIRA) and INA Section 274A.
- 3.10.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 3.10.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

### **3.11 E-Verify:**

- 3.11.1 If the contractor meets the definition of a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
  - b. Provide to the Department the documentation required **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
  - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
- 3.11.2 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## **4. BIDDER'S INSTRUCTIONS**

### **4.1 Contact:**

- 4.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Procurement Officer identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.
- 4.1.2 Bidders are cautioned not to contact any other employees of the Department concerning this procurement during the competitive bidding and evaluation processes. Inappropriate contacts are grounds for exclusions from this or future opportunities.

### **4.2 Vendor Information Data Form:**

- 4.2.1 The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, such form can be downloaded at <http://doc.mo.gov/contracts.pfp> and submitted with the bid response, mailed or faxed to the numbers indicated on the form, or emailed to [doc.vendorinfo@doc.mo.gov](mailto:doc.vendorinfo@doc.mo.gov).

### **4.3 Bid Submittal Documentation:**

- 4.3.1 The bidder should include completed copies of each exhibit and any other documentation requested or required herein with the bid. The bidder is cautioned that it is the bidder's sole responsibility to submit requested information and that the Department is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may adversely affect the evaluation of the bid.

- 4.3.2 The bidder shall submit firm fixed prices on **Exhibit A, Pricing Page**.
- 4.3.3 Experience - The bidder should complete **Exhibit B, Current/Prior Experience Verification** with information related to previous and current services/contracts performed by the bidder's organization which are similar to the requirements of this IFB. If the bidder is proposing an entity other than the bidder to perform the required services, the bidder should also submit the information requested for such proposed subcontractor. If information about current and/or previous experiences is not identified in the bid or a sufficient number is not provided, the Department may request such information. If requested, the Department must receive the information by no later than the date specified by the Department at the time of the request.
- 4.3.4 The bidder should complete and submit **Exhibit C, Miscellaneous Information**.
- 4.3.5 Familiarity with the Building – The bidder must be familiar with the buildings. In order to be considered *familiar* with the buildings, the bidder must either have attended the scheduled tour or have knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services.
- a. The Department will maintain an attendance record documenting the bidders who attended the scheduled tour. The bidder shall be responsible for ensuring the bidder's attendance at the tour is documented. If the attendance record does not document the bidder's attendance at the tour, the bidder will not be recognized for having attended the tour.
  - b. If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder's knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services. Space is provided for the bidder to provide such information on **Exhibit C, Miscellaneous Information**.
    - 1) For purposes of this procurement, a bidder will be considered knowledgeable of the buildings for reasons including, but not necessarily limited to, providing janitorial services in the buildings within the past three years.
    - 2) The bidder is advised that a review of building floor plans, an independent public viewing of the building, or discussions with Department personnel regarding the buildings shall not, for janitorial purposes, satisfy the requirement regarding a bidder having knowledge of the buildings.

#### **4.4 Business Compliance:**

- 4.4.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:
- Registration of business name (if applicable)
  - Certificate of authority to transact business/certificate of good standing (if applicable)
  - Taxes (e.g., city/county/state/federal)
  - State and local certifications (e.g., professions/occupations/activities)
  - Licenses and permits (e.g., city/county license, sales permits)
  - Insurance (e.g., worker's compensation/unemployment compensation)

#### 4.5 Evaluation and Award Process:

4.5.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

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

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
  - ✓ Participation Commitment - The bidder must complete **Exhibit E, Participation Commitment**, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
  - ✓ Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit F, Documentation of Intent to Participate Form**, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

c. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>  
<http://www.alphapointe.org>

d. Commitment – If the bidder’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit E, Participation Commitment**, shall be interpreted as a contractual requirement.

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

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

a. Objective Evaluation of Cost – The evaluation of cost shall be based on the total annual cost, determined by using the prices stated on the Pricing Page for Janitorial Services multiplied by the total square footage amount specified in the Background Section of the IFB. The evaluation of cost will include the original and any potential renewal periods.

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 + \text{Earned Preference Points} = \begin{matrix} \text{Total} \\ \text{Evaluation} \\ \text{Points} \end{matrix}$$

**Note: The prompt payment discount terms will not be used in any cost calculations.**

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

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

a. The Department reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the bidder or any subcontractor(s) proposed to provide the janitorial services within the past three (3) years, (2) inability of the bidder to document performance of janitorial services within the past three years which are similar to the services required herein, particularly provided in a similar sized office building for a period of not less than twelve consecutive months, and/or (3) the bidder’s failure to document familiarity with the building,

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

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

**EXHIBIT A, Pricing Page**

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

Description c/s code: 91039	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
Janitorial Services for: 3305 Faraon Street St. Joseph, Missouri	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot, per month

**Terms:**

The bidder should state below its discount terms offered for the prompt payment of invoices.

\_\_\_\_\_ % if paid within \_\_\_\_\_ days of receipt of invoice.

**Employee Bidding/Conflict of Interest:**

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official  
or employee of the State of Missouri or any  
political subdivision thereof: \_\_\_\_\_

If employee of the State of Missouri or political  
subdivision thereof, provide name of state agency  
or political subdivision where employed: \_\_\_\_\_

Percentage of ownership interest in bidder’s  
organization held by elected or appointed  
official or employee of the State of Missouri  
or political subdivision thereof: \_\_\_\_\_ %

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specification contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE VERIFICATION**

The bidder should copy and complete this form documenting the bidder and subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the bidder is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Bidder Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For):</b>	
Name and Address of Reference Company:	
Name, Title, Telephone Number, and Email Address of Reference Contact Person:	
Dates of Service:	
If contract has terminated, specify reason:	
Annual Dollar Value of Services	
Description of the Building (e.g. office bldg., warehouse, doctor’s office, etc.) and Number of People Occupying the Building	
Square Footage of the Building	Total Square Feet Cleaned: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Prior Services Performed, Including <ul style="list-style-type: none"> <li>• Whether the Bidder Provided the Cleaning Equipment/Supplies and Chemicals</li> <li>• Whether the Bidder Performed the Carpet Cleaning</li> <li>• Whether a Day Porter/Matron was Provided</li> </ul>	

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the Department for additional discussions regarding my/my company’s association with the bidder referenced above:

\_\_\_\_\_  
*Signature of Person Verifying Information*

\_\_\_\_\_  
*Date of Signature*

**EXHIBIT C**  
**MISCELLANEOUS INFORMATION**

**Familiarity with the Building** - If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder’s knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services.

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**Current/Prior Contracts:** The bidder should identify all of the buildings for which the bidder is currently or has provided janitorial services within the past five (5) years, the type of buildings, dates of the services provided, and the total square footage of the area being cleaned.

<b>Building</b>	<b>Type of Building (e.g. Office Building, Warehouse, School)</b>	<b>Date of Services Provided</b>	<b>Square Footage of Area Being Cleaned</b>

**Proposed Subcontractor** - The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Division of Purchasing and Materials Management reserves the right to request such information.

<b>Proposed Subcontractor Provide Name and Address</b>	<b>Identify the Service Proposed to be Provided by the Proposed Subcontractor</b>

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

**BUSINESS ENTITY CERTIFICATION:**

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

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

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

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

Authorized Representative’s Name (Please Print)	<i>Authorized Representative’s Signature</i>
Company Name (if applicable)	Date

**EXHIBIT D, (CONTINUED)**

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

AND

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

**EXHIBIT D, (CONTINUED)**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Date*

**EXHIBIT D, (CONTINUED)**

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

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Business Entity Representative’s  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative’s Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Procurement Officer

\_\_\_\_\_  
Date

**EXHIBIT E**  
**PARTICIPATION COMMITMENT**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b> By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
<b>Line Item 001</b>	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:
<b>Line Item 002</b>	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

**EXHIBIT F**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered  
\_\_\_\_\_ for the Blind \_\_\_\_\_ Workshop

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(Organization for the Blind or Sheltered Workshop)*

\_\_\_\_\_  
*Date (Dated no  
earlier than the IFB  
issuance date)*

**EXHIBIT G**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

**DEFINITIONS:**

**Service-Disabled Veteran (SDV)** 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 Enterprise (SDVE)** 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.

**STANDARDS:**

The following standards shall be used by the Department in determining whether an individual, business, or organization qualifies as a SDVE:

- a. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.
- c. Having the management and daily business operations controlled by one (1) or more SDVs;
- d. Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- e. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a. a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- b. a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- c. a completed copy of this exhibit.

**EXHIBIT G (continued)**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

(NOTE: For ease of evaluation, please attach a copy of the SDV’s award letter or a copy of the SDV’s discharge paper, and a copy of the SDV’s documentation certifying disability to this Exhibit. The SDV’s award letter, the SDV’s discharge paper, and the SDV’s documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV’s documents (a copy of the SDV’s award letter or a copy of the SDV’s discharge paper, and a copy of the SDV’s documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University\*** to Which the SDV’s Documents were Submitted:

\_\_\_\_\_

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

**Date** SDV’s Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV’s Documents were Submitted: \_\_\_\_\_  
(if known)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed above pursuant to 1 CSR 40-1.050.

\_\_\_\_\_  
Service-Disabled Veteran’s Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Enterprise Name

\_\_\_\_\_

\_\_\_\_\_  
Service-Disabled Veteran’s Signature

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran  
Business Enterprise

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management’s (OA/DPMM) website ([www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

<b>FOR STATE USE ONLY</b>	
SDV Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

**EXHIBIT H**

**MISSOURI SECRETARY OF STATE/AUTHORIZATION TO TRANSACT BUSINESS**

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo.  <a href="http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html">http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html</a></p>	
<p>If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____                  Missouri State Charter # _____</p>
<p>If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption _____                  (List section and paragraph number)                  Stated in section 351.572.1 RSMo,                  _____                  (State Legal Business Name)</p>

**STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS**

**TERMS AND CONDITIONS -- INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Amendment** means a written, official modification to an IFB or to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Amendments.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

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

- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### **3. CONTRACT ADMINISTRATION**

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

### **4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the Department's website.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance.

### **5. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number *and* the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

## **7. BID OPENING**

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **8. PREFERENCES**

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

## **9. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.

- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

## **10. CONTRACT/PURCHASE ORDER**

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

## **11. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

## **12. DELIVERY**

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

### **13. INSPECTION AND ACCEPTANCE**

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

### **14. WARRANTY**

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

### **15. CONFLICT OF INTEREST**

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

### **16. CONTRACTOR STATUS**

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees), and damage of any kind related to such matters.

### **17. REMEDIES AND RIGHTS**

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

the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

## **18. SEVERABILITY**

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

## **19. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

## **20. TERMINATION OF CONTRACT**

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

## **21. ASSIGNMENT OF CONTRACT**

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

## **22. COMMUNICATIONS AND NOTICES**

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

## **23. FORCE MAJEURE**

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

#### **24. CONTRACT EXTENSION**

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

#### **25. INSURANCE**

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

#### **26. BANKRUPTCY OR INSOLVENCY**

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

#### **27. INVENTIONS, PATENTS AND COPYRIGHTS**

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

#### **28. CONTRACTOR PROPERTY**

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

#### **29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
  1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  2. The identification of a person designated to handle affirmative action;
  3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

4. The exclusion of discrimination from all collective bargaining agreements; and
  5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

### **30. AMERICANS WITH DISABILITIES ACT**

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

### **31. FILING AND PAYMENT OF TAXES**

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

### **32. TITLES**

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

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