



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
PROPOSAL/CONTRACT

PROJECTS UNDER \$25,000

PROJECT NAME Replace Twin Compressors in York CU-2		PROJECT LOCATION Kennett Community Supervision Center		PROJECT NUMBER 16709264	
PROJECT MANAGER Jacob Thompson			TELEPHONE NUMBER (573) 751-7383		FAX NUMBER (573) 526-8156

PRE-BID MEETING			BIDS DUE		
DATE 8/3/16	TIME 9:30 a.m.	DATE 8/11/16	TIME 2:00 p.m.	PLACE 1401 Laura Dr., Kennett, MO 63857	PLACE 2729 Plaza Drive, Jefferson City, MO 65109

This contract shall, by this specific reference, include the following documents:

<input checked="" type="checkbox"/> Instructions to Bidders (4 pages)	<input checked="" type="checkbox"/> Section 00635 Affidavit for Work Authorization(1 page)
<input checked="" type="checkbox"/> General Conditions (5 pages)	<input checked="" type="checkbox"/> Special Conditions (1 pages)
<input checked="" type="checkbox"/> Wage Rate: Dunklin County	<input type="checkbox"/> Alternates (pages)
<input checked="" type="checkbox"/> Affidavit of Compliance with Prevailing Wage (1 page)	<input checked="" type="checkbox"/> Technical Specifications (7 pages)
<input checked="" type="checkbox"/> Final Receipt and Payment Release Form (1 page)	<input type="checkbox"/> Drawings (pages)
	<input checked="" type="checkbox"/> Other Pricing Page

SCOPE OF WORK

Purchase and install set of twin compressors and condenser fan motor in a York CU-2 condensing unit

Detailed specifications included in Technical Specificaitons

PROJECT SCHEDULE: - Bidder agrees to complete all work contemplated by this proposal/contract within 30 consecutive working days from the date of execution by the owner.

The undersigned, having examined and being familiar with the local conditions affecting the work and with the contract documents delineated herein, including addenda through , proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the above scope of work.

BIDDER'S SIGNATURE	PRINT BIDDER'S NAME	BIDDER'S TITLE	BASE PRICE \$
COMPANY NAME		FEDERAL I.D. NO.	CHARTER NO.
COMPANY ADDRESS		CITY	STATE
COMPANY TELEPHONE NUMBER () -		COMPANY FAX NUMBER () -	
		ALTERNATE 1 BID \$	ALTERNATE 2 BID \$
		TOTAL BID \$	

BID ACCEPTANCE – In submitting this bid it is understood that the right is reserved by the Owner to reject any and all bids. Bids may not be withdrawn for a period of thirty days from the specified time for receiving bids. The bidder agrees not to pay less than the hourly rate of wages as determined by the Department of Labor and Industrial relations, State of Missouri in accordance with RSMo 290.210 to 290.340 as amended.

Bidder certifies that he 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 Immigrant Responsibility Act IIRIRA and INA Section 274A. Bidder must be registered and in "Good Standing" with the Missouri, Secretary of State's office.

STATE OF MISSOURI USE ONLY

NOTICE OF AWARD AND AUTHORIZATION TO PROCEED	TOTAL AMOUNT OF AWARD \$
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This proposal, when countersigned below by an authorized official of the State of Missouri, shall become a binding contract between the bidder and the State of Missouri and shall include as a part of the contract all of the documents referenced herein.
 All work to be performed under this contract shall be completed on or before _____.

SIGNATURE	DATE	DEPARTMENT	DIVISION
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INSTRUCTIONS TO BIDDERS

For Projects Not to Exceed \$25,000

ARTICLE 1 - SPECIAL NOTICE TO BIDDERS:

- A. No contract shall be awarded which exceeds \$25,000 for this project.

ARTICLE 2 - CONTRACT DOCUMENTS:

- A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.

ARTICLE 3 - BIDDERS OBLIGATIONS:

- A. Bidders must carefully examine the entire site of the work and shall make all necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance of conditions that exist, or that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. Under no circumstances will a contractor give his plans and specifications to another contractor. Any proposal received from a contractor who has not been invited to submit a bid and provided a set of specifications by the project manager will be subject to rejection.
- C. That he has properly collected and remitted all taxes on sales made at retail by the bidder or any affiliate thereof as provided in Chapter 144, RSMo and shall at the request of Owner provide a letter of no tax due from the Missouri Department of Revenue.
- D. That he is and will remain in compliance with the Illegal Immigration Reform and Immigrant Responsibility Act as follows:
 - 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 Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - 2. If the Contractor is found to be in violation of this requirement or the applicable laws of the 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.
 - 3. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

ARTICLE 4 - INTERPRETATIONS:

- A. No oral interpretations will be made to any bidder as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. The request shall be sent directly to the Project Manager. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

ARTICLE 5 - SIGNING OF PROPOSALS:

- A. Proposals shall be signed by a duly authorized representative of the bidder or in the firm name by Attorney-in-fact. If signed by Attorney-in-fact, there shall be attached to the proposal a Power of Attorney evidencing authority to sign the proposal, dated and executed by a duly authorized representative of the bidder.

ARTICLE 6 - RECEIVING BIDS:

- A. Bids received prior to the time of opening will be securely kept, unopened. The office whose duty it is to receive bids will decide when the specified time for opening bids has arrived, and no bid received thereafter will be considered. No responsibility will attach to any officer for the premature opening of a bid not properly submitted.
- B. Proposals are to be presented in sealed envelopes which shall be plainly marked with project title, bid date and bid time and delivered to the place specified. Bidders shall be responsible for actual delivery of proposals during business hours, and it shall not be sufficient to show that a proposal was dispatched in time to be received before scheduled closing time for receipt of proposal.
- C. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. If a bid is mailed, bidder should secure correct information relative to the probable time of arrival and distribution of mail at the place where the bid is to be received, and make due allowance for possible delays.
- D. No Contractor shall stipulate in his proposal any conditions not contained in the specifications or standard proposal form contained in the contract documents. Any such stipulation may be cause for rejection of the bid.
- E. Proposals will be received separately or in combination as shown in and required by the Proposal/Contract form. Proposals will be completed so as to include insertion of all amounts for alternate proposals, unit prices, etc. Failure to complete all required information may be cause for rejection of bid.
- F. Bidder's attention is directed to the fact that no bid will be accepted or considered if delivered after the specified time for receiving bids.
- G. Bidder's proposal price shall include all city, state and federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in the work.
- H. The completed forms shall be without interlineations, alteration or erasure. If contractor desires he may request additional copies of forms.

ARTICLE 7 - MODIFICATION AND WITHDRAWAL OF BIDS:

- A. Bidder may withdraw his proposal at any time prior to scheduled closing time for receipt of proposals, but no bidder may withdraw his proposal after the scheduled closing time for receipt of bids.
- B. Modifications of proposals after delivery to the Owner will not be accepted unless submitted on a new proposal form, fax or letter delivered to the Owner in lieu of the original proposal prior to the time set for opening of bids. Modifications or corrections must be clearly marked with bid date, project name and number.

ARTICLE 8 - BIDDER'S QUALIFICATIONS:

- A. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner such information and data for this purpose as he may request. The right is reserved to reject any bid where an investigation or consideration of the information submitted by such bidder does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the contract documents.

ARTICLE 9 - AWARD OF CONTRACT:

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.
- C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record and financial standing; and, the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his proposal. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the proceeding twelve months.
- D. Award of alternates, if any, will be made in numerical order to result in the maximum amount of work being accepted within available construction funds unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.
- E. RSMo 285.525 and 285.530 require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 00635) along with appropriate documentation evidencing such enrollment and participation. Section-00635, Affidavit of Work Authorization is located at <http://oa.mo.gov/fmdc/dc/contractorforms.htm>, Information regarding a Memorandum of Understanding which is one form of appropriate documentation located at <https://e-verify.uscis.gov/enroll>. Submittal of this form and appropriate documentation is required before the award of any contract. In addition the contractor shall be responsible for compliance of these requirements by all subcontractors and suppliers, at any tier associated with this contract.

ARTICLE 10 - FORM OF CONTRACT

- A. When the Proposal/Contract Form is signed by the Owner, it will become the Contract.
- B. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Proposal Form, a properly certified copy of the Certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner. No contract will be awarded by the Owner until such certificate is furnished by the bidder.
- C. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Proposal Form, a properly certified copy of its current Certificate of Authority and License to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- D. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.

ARTICLE 11 - TIME OF COMPLETION:

- A. Bidders must agree to commence work within 10 days of receipt of the signed Proposal/Contract from the Owner, and the entire work shall be completed by the date specified in the Contract.

ARTICLE 12 - NUMBER OF CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor a copy of the executed contract.
- B. The Owner will furnish the Contractor free of charge the number of complete sets of plans and specifications for the work and all applicable subdivisions thereof, as set forth in the Special Conditions. Additional sets may be obtained at the cost of reproduction.
- C. The Owner will furnish the Contractor the number of copies of explanatory or change drawings required during construction as set forth in the Special Conditions.

GENERAL CONDITIONS

FOR PROJECTS NOT TO EXCEED \$25,000

ARTICLE 1 - CONTRACT DOCUMENTS:

- A. The Contract Documents consist of the Proposal/Contract Form, the General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all amendments, Change Orders, and written interpretations of the Contract Documents issued by the Owner. The intention of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the work and the terms and conditions of payment thereof and also to include all work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- B. The Contract shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed.
- C. The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 2 - RESPONSIBILITIES OF THE OWNER:

- A. Owner shall provide all possible assistance in providing access, scheduling work, assigning material storage, providing parking, etc.
- B. Owner shall provide all surveys, test borings, original drawings, etc., as may be required by the Contractor, or as may be available.

ARTICLE 3 - DUTIES OF THE CONTRACTOR:

- A. The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- B. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work.
- C. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- D. The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective and replaced at no additional cost to the Owner.
- E. Since the Owner is the State of Missouri, municipal or political subdivision ordinances, zoning ordinances, construction codes and other like ordinances are not applicable to construction on Owner's property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision authority, obtain construction permits or any other licenses or permits from or submit to inspections by any municipality or political subdivision relating to the construction of this project.

All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each contractor shall comply with all applicable laws, ordinances, rules and regulations as it is not the intent of the Owner to arbitrarily dismiss the authorities identified above.

- F. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.
- G. The Contractor shall be responsible for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
- H. The Contractor shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the Architect for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.
- I. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent except as otherwise specified.
- J. The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or any of his agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

- K. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 4 - SUBCONTRACTORS.

- A. A Subcontractor is a person who has a direct contract with the Contractor to perform any of the Work at the site.
- B. Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, within 10 days following receipt of Notice of Award, shall furnish to the Owner in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

ARTICLE 5 – SEPARATE CONTRACTS.

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. The Contractor shall consult the drawings for all other Contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, he shall remove any part so conflicting and rebuild same, as directed by the Owner at no additional cost to the Owner.
- C. Each Contractor shall be required to coordinate his work with other Contractors so as to afford others reasonable opportunity for execution of their work. No Contractor shall delay any other Contractor by neglecting to perform his work at the proper time. If any Contractor causes delay to another, he shall be liable directly to that Contractor for such delay in addition to any liquidated damages which might be due the Owner.
- D. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him or persons in his employ through his or their fault or negligence.
- E. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

ARTICLE 6 – ROYALTIES AND PATENTS.

- A. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

ARTICLE 7 - DISPUTES AND DISAGREEMENTS.

- A. It is hereby expressly agreed and understood that in case any controversy or difference of opinion shall arise between the parties aforesaid as to the quality or quantity or value of the Work, or material, the interpretation of plans, specifications and provisions of the Contract Documents, or any other matter connected with the Work, or the performance of the covenants and agreements herein contained, on the part of this Contractor, the decision of the Director of the State of Missouri Department who is signatory to this contract or an official designee thereof shall be final and binding on all parties.

ARTICLE 8 - TIME OF COMPLETION.

- A. All time limits stated in the Contract Documents are of the essence.
- B. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable causes beyond the Contractor's control, or by any cause which the Owner may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

ARTICLE 9 - PAYMENTS.

- A. Payment on projects less than \$25,000.00 shall be paid in one lump sum after acceptance of Work by the Owner.
- B. In accordance with Section 34.057 RSMo, payment shall be made to the Contractor within thirty (30) days after receipt of the Owner's Fiscal Officer of the approved request for payment.
- C. Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment (4) damage to another Contractor, or (5) unsatisfactory prosecution of the Work by the Contractor.
- D. Payment shall not be due until the Contractor has delivered to the Owner a complete statement of payments for all costs arising out of this Contract.
- E. Section 34.057 RSMo requires prompt payment from the Owner to the Contractor within thirty days and from the Contractor to his subcontractors within fifteen days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY.

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions to prevent damage, injury or loss to (1) all workers on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. All damage or loss to any property on or off the project site caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable shall be remedied by the Contractor at no additional cost to the Owner and to the Owner's complete satisfaction.

ARTICLE 11 - CONTRACTOR'S LIABILITY INSURANCE.

- A. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by and Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this Contract.
- B. Unless otherwise specified, insurance limits shall be as follows:
 - 1. Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
 - 2. Public Liability:
 - a. Not less than \$100,000 each injury.
 - b. Not less than \$1,000,000 each accident.
 - 3. Property Damage: Not less than \$500,000 except from vehicles which shall be not less than \$100,000.
 - 4. Special Hazard Insurance: As required.
 - 5. Builder's Risk: Not less than the full Contract amount.
- C. Contractor shall provide proof of coverage of aforementioned items by filing with Owner appropriate Certificates of Insurance.

- A. The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner.
- B. The Contract Sum and the Contract Time may be changed only by Change Order. The total Contract Sum including changes may not exceed \$25,000.
- C. The cost or credit to the Owner from a Change in the Work shall be determined by mutual agreement.
- D. If the Contractor claims that any instructions involve extra cost under this contract, he shall give the Owner written notice thereof within a reasonable time after the receipt of such instructions, and in any event **before** proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.

ARTICLE 13 - CORRECTION OF WORK/GENERAL GUARANTEE.

- A. The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Acceptance of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 14 - TERMINATION BY THE OWNER.

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor, or, at his option, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 15 - NONDISCRIMINATION IN EMPLOYMENT.

- A. In connection with the performance of work under this contract, the Contractor agrees as follows :
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. The Contractor will take affirmative action to insure the applicants are employed and that employees are treated during employment without regard to their sex, race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment or recruitment advertising layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, color or national origin.
 - 3. In the event of the Contractor's noncompliance with the non-discrimination clause of this Contract, the Owner may cancel this contract in whole or in part.

SPECIAL CONDITIONS

1. DEFINITIONS:

- A. Refer to General Conditions, Article 1.
- B. Designer - (Name, address and other pertinent information describing the firm under contract with the Owner for professional design services.)

2. TEMPORARY UTILITIES:

- A. Temporary Heat: The normal heating system of the building shall be maintained in operation during the construction. Should the contractor find it necessary to interrupt the normal heating service to spaces which have not been vacated for construction, such interruptions shall be pre-scheduled with the Project Coordinator in accordance with Article 2 of the General Conditions.
- B. Temporary Electric: Electric power for construction lighting and power tools will be provided by the owner. Contractors using such services shall pay all costs of temporary services, extensions, etc.
- C. Temporary Water: Water for construction purposes will be available from the existing building system. All required temporary extensions shall be provided and removed by the contractor. Connection points and methods of connection shall be as designated and approved by the Project Coordinator.
- D. Temporary Toilet Facilities: Toilets and associated facilities will be made available to the contractor within the building. All construction personnel will be allowed access only to those specific facilities designated by the Project Coordinator.

3. STORAGE AREAS:

- A. The owner will provide storage on site as designated by the facility representative or Project Coordinator.

4. PREBID/WALK-THROUGH CONFERENCE:

- A. A public conference shall be held at the job site for the purpose of clarifying any questions or comments pertaining to the plans and specifications.

5. PRE-CONSTRUCTION CONFERENCE:

- A. A pre-construction conference will be held prior to beginning of construction. The date, time and exact place of this meeting will be determined after contract award and all interested parties will be notified. The contractor shall arrange to have the job superintendent and any prime subcontractors present at the meeting. During the pre-construction conference, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed, along with any other pertinent information.

6. ALLOWANCE FOR INCLEMENT WEATHER:

- A. Included within the completion period for this project are 0 "bad weather" days. In the event weather-related conditions preclude performance of 60% of the activities scheduled for a particular day, that day shall be declared lost (a "bad weather" day) and charged against the above allowance. If good weather conditions prevail throughout the contract period and the allowed number of "bad weather" days are not encountered, the contractor will not be required to complete the contract correspondingly ahead of the contract completion date. If poor weather conditions prevail such that all of the allowed "bad weather" days are encountered, then a Change Order time extension to the contract will be in order.

7. SAFETY REQUIREMENTS

Contractor and subcontractors at any tier shall comply with RSMo 292.675.

SECTION 00635 - AFFIDAVIT OF WORK AUTHORIZATION

STATE OF _____)

_____)

COUNTY OF _____)

On this _____ day of _____, 20_____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection with the contracted services related to _____ with the Office of Administration, Division of Facilities Management, Design and Construction (FMDC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with FMDC, an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.559, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affidavit Signature

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public

My commission expires:

SECTION 00620 - AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared _____

(Name)

_____, of the _____
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. _ issued by the Department of Labor and Industrial Relations, State of Missouri on the

_____ day of _____, _____ (year), in carrying out the contract and work in connection with _____

(Name of Project)

located at _____ in _____
County,

(Name of Institution)

Missouri, and completed on the _____ day of _____, _____ (year).

(Signature)

Subscribed and sworn to me this _____ day of _____, _____ (year).

My commission expires _____, _____ (year).

NOTARY PUBLIC

FINAL RECEIPT OF PAYMENT AND RELEASE FORM

KNOW ALL MEN BY THESE PRESENTS

THAT: _____, hereinafter called "Subcontractor" who heretofore entered into an agreement with _____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

(Project Name)

(Project Number)

at:

(Project Address)

for the State of Missouri (Owner) which said subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor,

DOES HEREBY:

1. ACKNOWLEDGE that he/she has been **PAID IN FULL** all sums due for work and materials contracted, or done by his/her subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally and forever discharge the Owner from any and all suits, actions, claims and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced contract.
3. REPRESENT that all of his employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them to date, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED this _____ day of _____, _____(year).

(Name of Subcontractor)

(Typed or Printed Name)

(Signature)

(Title)

SECTION 2

PRICING PAGE

The bidder must state **firm fixed pricing** for all line items. Pricing for each line item shall be quoted FOB Destination, Freight Prepaid and Allowed. Additionally, the bidder must submit a firm, fixed installation cost in accordance with Prevailing Wage requirements for Dunklin County.

BID ALL OR NONE

LINE ITEM	QUANTITY	UNIT	FIRM FIXED UNIT PRICE
001 – Replace Twin Compressors in York CU-2 Condensing Unit (Includes Removal and Disposal of Old Equipment)	2	EA	\$
MANDATORY SPECIFICATIONS			
MANDATORY SPECIFICATIONS	BIDDER TO CONFIRM INCLUSION OF SPECIFICATION		
Tandem Compressor (Brand Referenced: Copeland Scroll Tandem, mod. ZR16M3E-TWC-961):			
• Capacity (Btu/hr) - 181,000			
• Mass Flow (lbs/hr) - 2340			
• 208/230V - 3Ph - 60Hz			
• Horse Power - 13			
• Current (Amps) - 30.40			
• Tandemization - HP 26			
Tandem Compressor (Brand Referenced: Copeland Scroll Tandem, mod. ZRT320K3-TWC-970):			
• Capacity (Btu/hr) - 362,000			
• Mass Flow (lbs/hr) - 4670			
• 208/230V - 3Ph - 60Hz			
• Current (Amps) - 60.00			
• Tandemization - HP 26			
002 – Replace Condenser Fan Motor in York CU-2 Condensing Unit (Brand Referenced: GE mod. 5K48UN6363S (Includes Removal and Disposal of Old Equipment)	1	EA	\$

Bidder to state brand and part numbers bidding (Brand and model bid must be compatible with existing system:

Tandem Compressors _____ (Brand) _____ (Part #)

_____ (Brand) _____ (Part #)

Condenser Fan Motor _____ (Brand) _____ (Part #)

PRICING PAGE (Continued)

LINE ITEM	QUANTITY	UNIT	FIRM FIXED UNIT PRICE
003 – Installation Charge for Line Item 001 Dunklin County Prevailing Wage Applies	1	EA	\$
004 – One-Time Round Trip Charge to the Kennett Community Supervision Center	1	EA	\$

Installation & Testing:

Delivery of installation and acceptance testing must occur no later than thirty (30) calendar days after receipt of a properly executed order. If bidder's delivery is sooner, the bidder should state the delivery in days after receipt of order: _____ calendar days ARO.

Warranty:

The bidder shall state the warranty period which shall cover parts, compressor and labor. The warranty shall commence upon delivery and acceptance of the equipment by the Department.

Warranty on Parts: _____

Warranty on Compressor: _____

Warranty on Labor: _____

Terms:

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

_____ % if paid within _____ days of receipt of invoice

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: _____

SECTION 2 Continued

TECHNICAL SPECIFICATIONS

2.1 Site Inspection:

- 2.1.1 To ensure the bidder understands the requirements of the scope of work, a site inspection will be held on **Wednesday, August 3, 2016**, beginning promptly at **9:30 a.m.** at the Kennett Community Supervision Center located at 1401 Laura Dr., Kennett, MO 63857. Bidders must contact Ian Evans at 573-888-4900, Monday through Friday, 8:00 a.m. to 4:00 p.m., **at least two (2) business days prior** to the site inspection to register. Each potential bidder is limited to two (2) individuals at the site inspection.
- a. Any potential bidder participating in a site inspection must provide the full name and a valid Missouri driver's license number of each individual planning to attend the site inspection. If any individual participating does not have a valid Missouri driver's license, the individual's social security number and date of birth are required. The Department reserves the right to accept or reject any person requesting a site inspection.
- 2.1.2 The purpose of the site inspection is to provide bidders an opportunity to inspect, examine, and assess the site and to determine any existing conditions and factors regarding the site that may affect the performance of the services required herein.
- 2.1.3 Bidders are strongly encouraged to advise the Kennett Community Supervision Center at least five (5) days prior to the scheduled site visit of any accommodations needed for disabled personnel who will be attending the site visit so that accommodations can be made.
- 2.1.4 Day of Site Inspection - Each person attending the site inspection will be required to have a valid government issued ID.
- a. Any personal possession deemed not allowed inside the facility will not be permitted inside the facility.
 - b. Other than the questions related to the site inspection, the bidder shall not discuss the RFQ requirements with Department personnel during the site inspection; however, the bidder is encouraged to communicate any discrepancy between information from the site inspection and RFQ requirements with the Buyer of Record identified on the first page of this document.
- 2.1.5 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the scope of work and any other existing condition, factor, or item that may affect or impact the performance of service described and required herein. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the bidder's failure to observe existing conditions, etc.

2.2 General Requirements:

- 2.2.1 Upon receipt of an order from the Kennett Community Supervision Center, the contractor shall provide and deliver to the Missouri Department of Corrections (hereinafter referred to as the "Department") one set of new twin compressors and condenser fan motor, and supply and install a suction line filter drier for a York CU-2 as specified in paragraphs 2.6 and 2.7. In addition, the contractor shall provide de-installation and disposal of the old compressors and condenser fan motor and installation of the new compressors and condenser fan motor. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to the provision of the replacement refrigeration system as described herein.
- 2.2.2 De-installation and disposal of the existing compressors and condenser fan motor and installation of the compressors, condenser fan motor and suction line filter drier must be completed in a professional and timely manner and in compliance with all applicable industry standards and building codes. The

contractor shall coordinate work schedules with the Department designee for minimal disruption to normal state business occurring at the same time.

- a. EPA standards must be met in the installation and de-installation processes.
- b. Working hours shall be Monday-Friday – 8:00 a.m. to 4:00 p.m.

2.2.3 Services shall begin within five (5) business days ARO or on a date requested by the Department, whichever is later, and shall continue without interruption until completed, but not later than August 31, 2016.

2.2.4 The Department shall have a right to limit the number of personnel including subcontractors the contractor has on site at any one time.

2.2.5 The contractor shall understand and agree that because the contractor did not attend the site visit and is not familiar with the equipment and the conditions that existed prior to award of the contract, the contractor shall not be relieved of the performance of the provisions and requirements specified herein.

2.3 Delivery Performance:

2.3.1 The refrigeration condenser and evaporator system shall be securely crated so as to protect the unit from damage during shipment and handling.

2.3.2 The contractor must coordinate its delivery schedule with the Kennett Community Supervision Center. Delivery shall include unloading the shipment at the Kennett Community Supervision Center dock or other designated unloading site as requested by the Kennett Community Supervision Center. All items shall be shipped FOB, Destination, Freight Prepaid and Allowed.

2.3.3 Any change in delivery schedule must be approved by the Kennett Community Supervision Center a minimum of twenty-four (24) hours in advance prior to the implementation date of such change. Institutions have specific times that deliveries can be accepted. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for delay or redelivery shall be the responsibility of the contractor.

- a. Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri web site at:

<http://content.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

2.4 Security Requirements:

2.4.1 Upon arrival to the facility, the contractor and the contractor's personnel must present a photo form of legal identification, the tools and supplies on person being taken into the facility and a written inventory of the tools and supplies for verification. At no time shall the contractor leave any tools or supplies unattended. Missing tools or supplies must be immediately reported to the Department. All tools and supplies not secured in a locked job box and all vehicles and equipment must be removed at the end of each day.

- a. All tools, parts, supplies, equipment not on the contractor's person or contractor's personnel shall be secured and locked in or on the contractor's vehicles and or job box. All equipment outside of the cab of the vehicle shall be chained and padlocked, i.e. ladders, tools, parts.
- b. Large items impossible to move without heavy equipment do not need to be secured.

- 2.4.2 In the event the contractor wishes to use a locking job box, a detailed list of all tools/items must be provided to the Department's designated personnel and a daily documented inventory of all tools/items must be conducted to account for all tools/items prior to the contractor leaving the institution each day. The job box will be stored in a designated Department building each day, and the contractor must leave a key to the job box with the Department's designated personnel.
- 2.4.3 Special heavy equipment may be required to remove the existing unit from the building and/or to deliver the new unit. The contractor must notify the institution before bringing in any special heavy equipment, such as cranes, high-lift, etc.

2.5 Background:

- 2.5.1 The CU-2 system being used at the facility is a York, model HA300C00A2DAA2B.
- 2.5.2 This system serves approximately 12,000 square foot of the facility.

2.6 Twin Compressors Specifications and Scope of Work:

- 2.6.1 The current compressors installed at the facility are Copeland Scroll Tandem Compressors, ZRT32053-TWC-970 and ZR16M3E-TWC-961. Other brands are acceptable for replacement.
- 2.6.5 The contractor shall replace the current Copeland Scroll Tandem Compressors, ZRT320K3-TWC-970 and ZR16M3E-TWC-961, with units of like size and operation capacity.
- 2.6.6 Additional specifications are listed on **Pricing Page**.
- 2.6.7 The contractor shall install the compressors according to the manufacturer's recommended installation instructions.
- 2.6.8 Contractor shall supply and install a suction line filter drier with acid reducing core. There is not one currently installed, but the system will require one due to a burn-out that occurred.
- 2.6.9 The contractor shall field verify the size of the suction line filter drier that is needed.
- 2.6.10 The contractor shall install the suction line filter drier according to the manufacturer's recommended installation instructions.
- 2.6.11 The Department will supply the liquid line filter drier.
- 2.6.12 The contractor shall install new refrigerant to the proper charge required by the system.
- 2.6.13 Brand and model bid must be compatible with existing system.

2.7 Condenser Fan Motor Specifications and Scope of Work:

- 2.7.1 The condenser fan motor currently installed on the system is a GE, model 5K48UN6363S. Other brands are acceptable for replacement.
- 2.7.2 The contractor shall replace the current condenser GE fan motor, model 5K48UN6363S, with a motor of like size and operation capacity.
- 2.7.3 Additional specifications are listed on **Pricing Page**.
- 2.7.4 The contractor shall install the condenser fan motor according to the manufacturer's recommended installation instructions.

2.7.5 Brand and model bid must be compatible with existing system.

2.8 De-Installation:

2.8.1 The contractor shall be responsible for the de-installation and disposal of the existing compressors and fan motor according to EPA guidelines.

2.8.2 The contractor shall evacuate the existing unit per EPA guidelines and dispose of refrigerant accordingly.

2.8.3 The contractor shall build the cost for de-installation and disposal into the installation cost for each line item as applicable. The contractor shall not be paid additionally or separately for de-installation and disposal.

2.9 Start-up and Testing Requirements and Final Acceptance:

2.9.1 The contractor must conduct the start-up and testing of the equipment, and make all necessary adjustments required for the equipment's successful functioning in accordance with manufacturer recommendations at no additional cost to the Department. All work performed by the contractor shall meet the final acceptance of the Department.

2.10 Warranty Requirement:

2.10.1 The contractor shall provide the manufacturer's standard warranty for the parts and compressor. The contractor shall understand and agree that the warranty shall commence once the Department has accepted all work performed.

2.11 Replacement of Damaged/Defective Product:

2.11.1 The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective items to the contractor for replacement.

2.12 Invoicing Requirements:

2.12.1 The contractor shall accurately invoice per the prices indicated on **Pricing Page**. In no event shall the amount paid the contractor for any line item exceed the quoted guaranteed not-to-exceed total price provided by the contractor and approved by the Department as set forth herein.

2.12.2 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(s) listed on the purchase order. Failure to comply with these requirements may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

2.2.3 The contractor's invoice should include any discount for prompt payment as indicated on the **Pricing Page**.

2.12.4 An itemized invoice form shall be emailed to Beth.Lambert@doc.mo.gov mailed to:

Beth Lambert, Procurement Officer II
Contract Y16709264
Missouri Department of Corrections
Fiscal Management Unit/Purchasing Section
PO Box 236
Jefferson City, MO 65102

- 2.12.5 Any order received on the last day of the contract for goods and/or services must be invoiced at the contract price.
- 2.12.6 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 **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 to Department staff to access invoices and invoice history.

2.13 Payment Requirements:

2.13.1 **Before final payment can be made**, the contractor and all subcontractors **must** file an **Affidavit of Compliance** form (PW-4) with the Department. The affidavit must state the contractor has fully complied with Missouri Prevailing Wage Law, and the Department must verify that the correct wages were paid. No payment can be legally made by the Department to the contractor until the affidavit is filed in proper form and order with the Department (Section 290.290 and 290.325, RSMo).

- a. Affidavit of Compliance must be mailed to:

Attn: Beth Lambert, Procurement Officer II
Contract Y16709264
Missouri Department of Corrections
Fiscal Management Unit/Purchasing Section
PO Box 236
Jefferson City, MO 65102

- 2.13.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFQ.
- 2.13.3 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final inspection, operational testing, and acceptance of the item(s)/service(s).
- 2.13.4 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.
- 2.13.5 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, lodging, per diem costs, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.14 Contractor's Employees:

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

- a. 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 Department has reasonable cause to believe that the

- contractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the Department. The Department may also withhold up to twenty-five percent of the total amount due to the contractor.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - c. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least eighteen (18) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall 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 annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.
 - d. 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.
 - e. 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.
 - f. 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.
 - 1) 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.
 - a. 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.
 - b. 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.
 - g. 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.

- h. 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.

2.15 Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements

2.15.1 The contractor and all subcontractors employed by the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 22 dated March 10, 2015, for Buchanan County. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on the Notice of Award.

- a. For each renewal period, if any, exercised by the Department, the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.
- b. The contractor shall forfeit to the Department \$100.00 for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (section 290.250, RSMo).
- c. In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in sections 290.210 to 290.340, RSMo, and is advised to review the requirements carefully prior to beginning work.
- d. The contractor must require all personnel who are "on-site employees" as defined in section 292.675, RSMo, to complete a ten (10) hour construction safety training program required under section 292.675, RSMo, unless the personnel have documentation of prior completion of the program. Personnel that have not previously completed the program must complete the program within sixty (60) days of beginning work under the contract. Personnel on the work site without the documentation of prior completion of the program shall be afforded twenty (20) days to produce such documentation before being subject to removal from the work site. The contractor shall forfeit to the Department a penalty of \$2500.00 plus an additional \$100.00 for each person employed by the contractor or subcontractor for each calendar day or portion thereof, such person is employed without the required training.
- e. A contractor who is a "transient employer" as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the notices listed below: If the contractor fails to post these required notices, the contractor shall, under section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices are posted.
 - 1) The notice of registration for employer withholding issued to the contractor by the director of revenue;
 - 2) Proof of coverage for workers' compensation insurance or self-insurance signed by the contractor and verified by the department of revenue through the records of the division of workers' compensation; and
 - 3) The notice of registration for unemployment insurance issued to the contractor by the division of employment security.

EXHIBIT A
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 that 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.
- 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 **RFQ 16709147** 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 Department of Corrections with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT A continued on next page

EXHIBIT A (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; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**
- Provide documentation affirming said company or individual 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 A continued on next page

EXHIBIT A (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

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement Officer

Date

EXHIBIT B

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 B (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's (OA/DP) website (<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>) 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/DP will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer

Date

EXHIBIT E

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name

DUNS #

Authorized Representative's Printed Name

Authorized Representative's Title

Authorized Representative's Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT F

Miscellaneous Information

Missouri Secretary of State/Authorization to Transact Business

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.

<http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html>)

If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity

Legal Name: _____

Missouri State Charter # _____

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.

State specific exemption _____
(List section and paragraph number)

Stated in section 351.572.1 RSMo,

(State Legal Business Name)

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 Department 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:

_____ %

EXHIBIT G
BIDDER'S REFERENCES

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Area Code and Telephone Number: _____

Email Address: _____

Description of Equipment/Services Furnished:

Availability status of Reference: _____

#####

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Area Code and Telephone Number: _____

Email Address: _____

Description of Equipment/Services Furnished:

Availability status of Reference: _____

#####

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Area Code and Telephone Number: _____

Email Address: _____

Description of Equipment/Services Furnished:

Availability status of Reference: _____